

SUPPLIERS OF INSULATION & ALLIED PRODUCTS

TERMS AND CONDITIONS OF SALE

1. DEFINITION

In these conditions the "Seller" means Insulpro CC, and the "Customer" means any individual, firm, company, or other person with whom the Seller contracts:

2. WHOLE CONTRACT

All quotations, acceptances of Customer's orders and all sales by the seller are expressly limited to and made conditional upon the customer's acceptance of and assent to the following conditions of sale notwithstanding receipt of or acknowledgement of the Customer's order form or stipulations containing additional or different provisions or conflicting oral representations by any agent or employee of the Seller.

3. PAYMENT

- 3.1 Full payment shall be made upon placement of order or if credit facility has been granted payment shall be made thirty days nett from the date of statement.
- 3.2 All such payment shall be made to us free of exchange in Johannesburg.
- 3.3 If at any time payment by the Customer shall be overdue then without prejudice to any other legal remedy the Seller may defer further deliveries until payment is made, alternatively may cancel the contract and recover from the Customer payment of all monies then due or owing and payment of such damages as the Seller may have sustained.
- 3.4 The Seller may charge the Customer interest at the maximum rate prescribed by law on all accounts outstanding in excess of thirty (30) days from due date provided, however, that nothing herein contained shall be interpreted as obliging the Seller to afford the Customer any such indulgence to effect payment after due date

4. PRICE VARIATION

The prices quoted are based on the cost of materials and labour prevailing at the date of tender and are subject to adjustment to take account of any increases or decreases in the cost of materials or any statutory increase or decrease in wages.

5. ORDER OF GOODS

- 5.1 Orders placed verbally, telephonically, electronically, or by e-mail shall be accepted and executed by the Seller in good faith and at the Customer's risk only. The Seller may require written confirmation of any such order before processing it. The Seller shall not be liable for any errors, omissions, or misunderstandings arising from verbal or electronic instructions that are not confirmed in writing by the Customer.
- 5.2 No order may be cancelled, amended, or countermanded without the Seller's prior written consent. Where the Seller agrees to such cancellation or amendment, the Customer shall indemnify the Seller against all losses, damages, costs, expenses, and liabilities incurred as a result thereof, including, but not limited to, procurement costs, manufacturing costs, transport costs, handling charges, restocking fees (where applicable), and any loss of profit.

6. DELIVERY OF GOODS

- 6.1 As far as possible delivery shall be affected in accordance with any acceptance specified date and time for delivery, it being understood that such dates or times respectively are approximate only.
- 6.2 Delivery of goods shall not be considered overdue until the Customer has made a request in writing for delivery to take place and afforded the Seller reasonable opportunity to comply therewith.
- 6.3 Unless a claim for non-delivery of goods is made in writing within one (1) month of the date of the statement on which charge for such goods appears no such claim will be entertained, and the Customer will be deemed to have accepted in total the delivery reflected in such an entry.
- 6.4 Where goods are to be delivered/collected as required in terms of the contract and the Customer does not accept delivery or collect, as the case may be, such goods, in such event the seller may either cancel the contract and claim from the Customer any damage it may have sustained, alternatively at its option may enforce the contract tendering the goods in question only against collection notwithstanding any alternative terms which the Seller may previously have afforded to the Customer.
- 6.5 No claim of whatsoever nature shall lie against the Seller for goods lost or damaged in transit save where the Seller's own vehicles are employed.
- 6.6 Strikes, differences with workmen, accidents to machinery, failure of usual source of supply of materials, war, civil commotion, act of Government or quasi government or **legislation** or other contingencies whatsoever beyond the control of the Seller shall be sufficient excuse for any delay in or suspension of delivery. The Seller may, after the occurrence of any such contingency, if requested in writing by the Customer, cancel the order, failing which the Seller shall complete delivery as rapidly as possible.
- 6.7 No claim in respect of goods delivered/collected shall be entertained unless submitted by the Customer in writing to the Seller within fourteen (14) days of receipt of goods.
- 6.8 Should the Customer refuse to accept or be unable to take delivery when goods are ready to be delivered the Seller reserves to itself the right to invoice same for payment as if each part of the contract had been fulfilled in every particular. Storage charges may be made for goods remaining in the hands of the Seller longer than (1) month after being completed for delivery. Interest at the maximum rate prescribed by law may be charged by the Seller to the Customer on such overdue accounts.

7. RETURN OF GOODS

- 7.1 No goods may be returned without the Seller's prior written approval. Any request to return goods must be submitted in writing within **ten (10) calendar days** of the Customer receiving the goods.
- 7.2 Approval of a return request shall be at the sole discretion of the Seller and shall be subject to the condition of the goods, the reason for the return, and the manufacturer's return policy where applicable.
- 7.3 Goods must be returned in their original, unopened packaging and in a saleable condition. Goods that have been used, cut, damaged, altered, or are otherwise not fit for resale will not be accepted for return.
- 7.4 Goods specially procured, manufactured, cut to size, customised, imported, or ordered specifically to fulfil the Customer's order are **non-returnable and non-refundable**, unless the goods were supplied incorrectly by the Seller or are proven to be defective.
- 7.5 Acceptance of returned goods shall not constitute an admission of liability on the part of the Seller and remains entirely at the Seller's discretion.
- 7.6 Where the Seller agrees to accept returned goods, a handling and restocking fee of **twelve percent (12%)** of the selling price may be charged. Any applicable transport, collection or freight charges incurred in returning the goods shall be for the Customer's account.
- 7.7 Credit will only be processed once the returned goods have been inspected and accepted by the Seller.
- 7.8 Any handling fee or other charges relating to the accepted return shall be payable by the Customer **thirty (30) days** net from the date of the original statement.

8. WARRANTY

Your sole remedy in respect of defective materials shall be to obtain cession from us of such rights (if any) as we may have against the manufacturer thereof and we shall. Have no liability in respect of any materials. We do not warrant that any material will perform according to any predetermined standards, and any warranties, express or implied, are hereby excluded. We shall have no liability in respect of any loss or damage of whatsoever nature or kind however caused and whether attributable to negligence or not.

9. NON-LIABILITY FOR DAMAGES

- 9.1 In no event whatsoever will the Seller be responsible for consequential damages of whatsoever nature or kind and however arising including through negligence on the part of the Seller its agents or servants. Goods are not supplied with special transport packaging. If such specialist packaging is required, it is the duty of the Customer to state such requirements, and the Seller will quote packaging pricing for the account of the Customer.
- 9.2 Each of the terms herein excluding liability on the part of the Seller shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever that term shall be severable and shall not affect the validity of the other terms.

10. RISK AND OWNERSHIP

Notwithstanding that all risks in and to all goods sold by the Seller to the Customer shall pass on delivery as herein dealt with, ownership in all goods sold and delivered. Shall remain vested in the Seller until the full purchase consideration in respect thereof shall have been paid. In the event of a breach of contract by the Customer (or if individual, he is being provisionally or finally sequestrated or surrenders his estate, or if a company be placed under an order of provisional or final judicial management or liquidation) then the Seller shall be entitled forthwith to take possession of the goods without prejudice to any further rights vested in it.

11. TELEPHONIC AND OTHER ADVICE

The Customer acknowledges that any advice given telephonically or otherwise regarding the application of any of its products shall be without prejudice to the Seller. The Customer further acknowledges that it shall have no claim of whatsoever nature against the seller by reason of the heeding of such advice, or through poor application of the Seller's products on the part of the Customer or its agent or as a result of any other causes whatsoever.

12. GENERAL PROVISIONS

- 12.1 No concession, latitude or indulgence allowed by the Seller to the Customer shall be construed as a waiver or abandonment of any of its rights hereunder.
- 12.2 If any of the terms and conditions herein contained shall be invalid the same shall not invalidate the remainder of the contract.
- 12.3 The Seller shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrates' Court be entitled to institute action out of such Court. Nothing herein contained shall invalidate the Seller's right to proceed in any other Court of competent jurisdiction.
- 12.4 In the event of the Seller referring any dispute between it and a customer or any account due for collection to its attorneys arising out of or connected with this contract, the Customer indemnifies the Seller against all costs and charges and expenses incurred as between attorney and client. Such indemnity shall extend to and include collection commission as may be lawfully charged to the Seller by its attorneys.
- 12.5 The head notes are for reference only and do not affect interpretation hereof.
- 12.6 No waiver of or alternative to or modification of the terms and conditions set out herein shall be binding upon the Seller unless contained in writing and signed by its authorized officer. Oral quotations and the oral acceptance of any order will not be binding on the Seller, which will only be bound by written quotations on the Seller's official documentation. The Seller shall only be deemed to have accepted an order upon dispatch of the goods covered by that order.
- 12.7 The contact between the Customer and the Seller shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 12.8 The Customer nominates as its domicilium citandi et executandi, the address reflected on the Credit Application Form completed by the Customer and delivered to the Seller, hereof for the service upon it of all notices and process in connection with any claim for any sum due to the Seller arising out of any contract concluded between the Seller and the Customer.
- 12.9 A certificate signed by a director of the Seller (whose appointment need not be proved) showing the amount due and owing by the Customer to the Seller at the time, shall be valid as a liquid document for the purpose of obtaining provisional sentence against the Customer.
- 12.10 Credit facilities granted by the Seller to Customer are subject to ongoing review by the Seller and may be modified, curtailed or cancelled at the discretion of the Seller, without prior notice to the seller.

13. PROTECTION OF PERSONAL INFORMATION ACT (POPI)

The seller is committed to the adherence of the national and international legislation pertaining the safeguarding of Data Privacy and the protection of personal information. When processed by any person, whether natural or juristic in terms of the Protection of Personal Information Act (4) 2013 ("POPI") and/or similar international legislation, e.g. GDPR. Further, the purpose of which the Customer's personal information will be collected and processed is to ensure that such personal information and documentation are verified and vetted to promote compliance with the Seller's policies and thus prevent fraudulent and/or corrupt business practices activities. In the event were the Customer accepts the Seller's quotation, he/she hereby provides its consent to the Seller to process its personal information and acknowledges and understands the purpose for which it is required and for which it will be used.