

Brown McFarlane Africa (Pty) Ltd

It is agreed that:-

1. The Invoice price reflected on the invoice shall be paid by the Purchaser without any deduction and/or set off and in accordance with the terms of payment to which the parties hereto might from time to time agree.
2. The Seller shall be entitled to charge interest from time to time, at the maximum rate permissible in law on all overdue amounts.
3. The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. Notwithstanding delivery of the goods, ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price has been made in full.
4. The Seller shall not, under any circumstances be liable for defects, shortages in delivery, or failure of the goods complying with the Purchaser's specifications, unless written notice is received by the Seller in respect thereof, within 7 (seven) days after delivery. Should the customer or the Customer's employee accept delivery of goods and write the words "Received but not checked" or words of similar import on the invoice or delivery note these words shall be of no force as the customer undertakes to check all goods upon delivery.
5. The Seller shall not be liable for any consequential loss suffered by the Purchaser in respect of delays in Delivery, defective goods and from any other cause howsoever arising.
6. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:
retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed:
demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Purchaser notwithstanding that the payment in respect of any such goods might not then be due, owing and payable.
7. In the event of the Purchaser failing to make payment to the Seller of all amounts In respect of all goods sold and delivered by the Seller to the Purchaser, shall immediately become due, owing and payable.
8. The Seller shall be entitled but not obliged to institute any proceedings against the Purchaser arising out of any sale in the Magistrate's Court. The Purchaser agrees to be liable to the Seller for all legal costs calculated on the attorney and own client scale.
9. The Purchaser and signatories hereto nominate the Purchaser's business address as recorded on the reverse side hereof as their domicilium citandi et executandi for service upon them of all notices and processes, whether in connection with any claim or sum due to the Seller or otherwise.
10. No extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be, a waiver by the Seller of any of its rights under this agreement, or a novation of any of the terms and conditions of this agreement.
11. The credit facilities may be withdrawn by the Seller at any time without prior notice.
12. The party/ies who have appended their signature/s hereto on behalf of the Purchaser hereby bind himself/themselves as surety/ies and co-principal debtor/s in solidum unto and in favor of the Seller in respect of all the obligations of the Purchaser in terms hereof and furthermore hereby agree and undertake to be bound by the terms and condition of this agreement mutatis mutandis, and furthermore waive any benefits of excussion and division of actions, the full force and effect of which benefits they acknowledge by their signature that they know and understand.
13. A signed Delivery Note shall constitute prima facie proof that the goods have been delivered to and received by the Purchaser in good condition whether signed by the Purchaser, an employee, an agent or representative of the Purchaser.
14. A certificate sworn to before a Commissioner of Oaths by a Director or Financial Manager or Accountant of the Seller shall constitute conclusive proof of the indebtedness and the amount thereof owing by the Purchaser to the Seller at any time, and shall, for all purposes, be binding on the Purchaser.