



Terms and Conditions of Sales to Customers

HERS, a division of Hudaco Trading (Pty) Ltd, referred to within this document as, "The creditor"

ALL SALES OF GOODS TO THE CUSTOMER BY THE CREDITOR ARE CONCLUDED ON THE UNDERMENTIONED.

STANDARD TERMS AND CONDITIONS INCLUDED IN WHICH IS A DEED OF SURETYSHIP BY THE SIGNATORY HERETO.

1. Payment terms are 30 (thirty) days from date of first statement.
2. The customer further agrees that in the event of its default in any respect whatsoever towards the creditor, the creditor shall be entitled to place the customer on "stop supply" without any notice notwithstanding that the customer may have placed an order for the supply of goods prior to the stop supply date.
3. The prices quoted are based upon the ruling of wages, materials and transportation. Should these prices be varied by our suppliers, we reserve the right to claim an increase on this contract to cover such increased costs. (Exchange rates, increases in duties etc.)
4. All charges incurred in the collection of overdue accounts shall be payable by the purchaser. Such charges shall include but not be restricted to fees and disbursements due to our attorneys calculated on an attorney and client scale.
5. All materials shall be checked on arrival by the purchaser against the delivery notes, for any shortage or defects. Failure to do so will render the purchaser liable for payment for any replacements required.
6. The customer and the surety/ies hereby consent to the Jurisdiction of the Magistrate's Court for all actions which may be instituted against one or all for the recovery of any amounts owing to the creditor.
7. In all cases where delivery is by a carrier, the carrier shall be deemed to be the customer's agent and delivery to such carrier shall be deemed to be delivered to the customer.
8. All goods remain the sole and absolutely property of the creditor until full payment has been received by the creditor in respect of any such goods supplied to the customer.
9. No amendment and/or alteration and/or deletion and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signing by the creditor. No agreement, whether consensual or unilateral or bilateral, purposing to obligate to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall, be of any force and effect unless reduced to writing and signed by the creditor.
10. No warranty, representatives or guarantees have been made by the creditor or on its behalf may have included the customer and/or the surety to sign this document.

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Terms and Conditions of Sales to Customers (continued)

- 11. For all purposes under this agreement including giving of any notice, the services of any process and all other purposes arising from this agreement, the customer and the surety/ies hereby choose domicilium el tandi et executandi at the physical address of the customer stipulated on the face hereof.
- 12. No relaxation or indulgence granted by the creditor to the customer and/or the surety/ies shall be deemed to be a waiver of any of the rights on the creditor in terms of this agreement and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions of this agreement.
- 13. The signatory/ies, having renounced of excursion and division, hereby bind himself/themselves jointly and severally and co-principal debtor in solidum with the customer unto and in favor of the creditor, its order or assigns, for the due performance by the customer for all its obligations to the creditor.

I, _____, an authorized representative of _____, in my capacity as _____, acknowledge having read the above terms and conditions, and without limiting the generality thereof, especially clause 10, hereby agree to be bound by all such terms and conditions.

Authorized Signatory

Date