



STAALBEER (PTY) LTD

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5 January 2022

STAALBEER STANDARD Terms and Conditions of Sale

STAALBEER (PTY) LTD, registration number **1978/005006/07** (hereinafter referred to as “**STAALBEER**”) standard terms and conditions of sale:

1. Introduction

The following standard terms are applicable to the use of the STAALBEER website and shall govern the standard terms and conditions of sales between STAALBEER and THE CUSTOMER, unless the parties have specifically agreed to other or additional terms and conditions. Such other or additional terms and conditions shall not be considered as valid, unless accepted by either party in writing.

2. Credit terms

1.1 THE CUSTOMER agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE CUSTOMER is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by STAALBEER. Settlement is affected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to STAALBEER free of exchange and without deductions of any nature. Any credit facilities granted to THE CUSTOMER by STAALBEER is entirely at the discretion of STAALBEER and may be withdrawn at any time.

1.2 THE CUSTOMER agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from STAALBEER, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:

1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE CUSTOMER in 128bit encrypted PDF file format.

1.2.2 Both THE CUSTOMER and STAALBEER shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.

1.3 The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document. Should THE CUSTOMER have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of STAALBEER's invoice to THE CUSTOMER, failing which such entry shall be deemed to be correct and payable.

3. Change of address

THE CUSTOMER undertakes to notify STAALBEER in writing within 7 (seven) days of any change of address.

4. Change of ownership

THE CUSTOMER undertakes to notify STAALBEER, in writing, within twenty days of any change in ownership of THE CUSTOMER'S business, or should THE CUSTOMER be a company, of its share transactions whereby the majority shareholding is affected. THE CUSTOMER acknowledges that immediately upon any change of Ownership in THE CUSTOMER any outstanding amount whether due or not shall be deemed to be forthwith payable by THE CUSTOMER to STAALBEER.

5. Domicilium

THE CUSTOMER and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which THE CUSTOMER and the signatory will accept all notices, legal documents and the like, whether or not THE CUSTOMER and/or the signatory is still at the address chosen) for all purposes arising out of any at the physical address as stipulated by THE CUSTOMER from time to time.

6. Consent to sharing information and retention periods

5.1 For the purposes of making credit risk management decisions and preventing fraud, THE CUSTOMER hereby warrants that STAALBEER has consent to:-

5.1.1 Carry out a credit enquiry on THE CUSTOMER and the Directors/Members/Partners/Trustees/Principals of THE CUSTOMER from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE CUSTOMER'S in terms of this agreement.

5.1.2 STAALBEER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE CUSTOMER'S of how THE CUSTOMER has performed in meeting his/her/its obligations in terms of this agreement.

5.1.3 If THE CUSTOMER fails to meet his/her/its commitments to STAALBEER, STAALBEER may record THE CUSTOMER'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE CUSTOMER.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE CUSTOMER has not used a facility under this agreement for 12 months, THE CUSTOMER will be required to re-apply for such a facility.

5.3 STAALBEER is required to collect, process and share THE CUSTOMER'S personal information. THE CUSTOMER'S personal information is collected and processed by STAALBEER'S staff, representatives and sub-contractors and STAALBEER makes every effort to protect and secure

Board of Directors: JS Roos (Chairman), T Jooste (CEO),
LC Kleinhans (COO Vereeniging)

From Foundation to Roof we will **STEEL** your Project!



THE CUSTOMER'S personal information. THE CUSTOMER is entitled at any time to request access to the information STAALBEER has collected, processed and shared.

6. Pricing increments

Prices quoted by STAALBEER are determined from time to time and are subject to increases, at the discretion of STAALBEER. STAALBEER shall be entitled to increase the cost of goods delivered or services rendered to THE CUSTOMER with prior written notice.

7. Valid orders

In the event of any order being given to STAALBEER on an order form reflecting THE CUSTOMER'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE CUSTOMER, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE CUSTOMER, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE CUSTOMER to determine that goods ordered are suitable for the purposes of the intended use.

8. Delivery

8.1 THE CUSTOMER agrees that the signature of any agent, contractor, sub-contractor or employee of THE CUSTOMER on STAALBEER'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

8.2 Any delivery date stated on any order confirmation is approximate only. STAALBEER shall not be bound by that date but will make all reasonable efforts to deliver by that date.

8.3 Whilst STAALBEER will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE CUSTOMER shall not be entitled to refuse acceptance of such late deliveries.

8.4 The risk in and to the goods shall pass from STAALBEER to THE CUSTOMER at the time of delivery notwithstanding that ownership will not pass to THE CUSTOMER until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of STAALBEER'S delivery note, proof of posting if the goods are posted to THE CUSTOMER or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by STAALBEER. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE CUSTOMER.

9. Warranties

9.1 New goods are guaranteed according to either STAALBEER'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE CUSTOMER on the basis of STAALBEER not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

9.2 Should a product supplied to THE CUSTOMER by STAALBEER be faulty or require return for credit and where a warranty is applicable, THE CUSTOMER shall contact STAALBEER within seven (7) days from the goods becoming defective and arrange for the goods to be returned to STAALBEER, where applicable.

9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by STAALBEER.

9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of STAALBEER are not covered in any warranties.

9.5 Should STAALBEER find no fault with the returned goods, this will be returned to THE CUSTOMER, and a 10% handling fee will be charged.

9.6 Where goods are returned for repair THE CUSTOMER shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to STAALBEER may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. Copyright

THE CUSTOMER acknowledges STAALBEER'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to STAALBEER

STAALBEER does not appoint the Post Office as its agents for payments by post. All payments shall be made to STAALBEER'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE CUSTOMER shall still be liable to STAALBEER for payment. Should STAALBEER at any time advise THE CUSTOMER of any change to STAALBEER'S banking account details THE CUSTOMER shall confirm such change with a Manager of STAALBEER before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging STAALBEER to afford THE CUSTOMER any such indulgence to effect payment after due date.

12. Reservation of ownership

Until such time as THE CUSTOMER has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in STAALBEER. STAALBEER shall, in its sole discretion, without notice to THE CUSTOMER, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE CUSTOMER shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold, or the value thereof as determined by STAALBEER. THE CUSTOMER hereby waives any right it may have for a spoliation order against STAALBEER in the event that STAALBEER takes possession of any goods.

13. Responsibility for losses, damages or delays

13.1 STAALBEER will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE CUSTOMER, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened

hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of STAALBEER.

13.2 STAALBEER provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. **Defaulting in payment**

In the event of THE CUSTOMER defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE CUSTOMER.

15. **Interest on overdue accounts**

STAALBEER shall be entitled to charge THE CUSTOMER interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as STAALBEER affording THE CUSTOMER any indulgence to make payment after due date.

16. **Proof of Claims**

A certificate signed by a manager or any director of STAALBEER - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE CUSTOMER to STAALBEER, in respect of any credit facilities granted to THE CUSTOMER relating to THE CUSTOMER'S dealings with STAALBEER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE CUSTOMER to prove that such amount is not owing and/or due and unpaid.

17. **Consent to jurisdiction**

Notwithstanding the amount which may at any time be owing by THE CUSTOMER to STAALBEER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by STAALBEER against THE CUSTOMER arising out of any transaction between the parties, it being recorded that STAALBEER shall be entitled, but not obliged, to bring any action or proceeding in the said court.

18. **Recovery of legal /collection costs**

Should STAALBEER instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE CUSTOMER in the implementation or protection of STAALBEER'S rights, STAALBEER shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

21. **Set-Off**

It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between THE CUSTOMER and STAALBEER TRADING come into existence and independently of the will of the parties and it shall not be necessary for either party to specifically raise set-off. Upon the operation of an automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.

22. **Non-waiver of rights**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of STAALBEER shall not in any way operate as or be deemed to be a waiver by STAALBEER of any rights under this contract or be construed as a novation thereof.