

TERMS & CONDITIONS (Part 1)

I/We apply for a COD account to be opened for me/us by your firm in respect of goods to be supplied and/or services to be rendered, upon the following terms and conditions:

- A. I/We undertake to pay immediately any account rendered with cash notes, cheque or EFT. With regard to cheque and EFT receipts, only unconditional receipt into Tool Wholesale's bank account constitutes payment.
- B. Should I/we fail to pay within the required time, I/we agree to pay interest on the outstanding balance at the maximum rate allowable from date of invoice. Also, at your option all amounts owed become due and payable.
- C. I/We undertake to pay all legal expenses incurred in connection with the recovery of any account due by me/us, including all collection charges, as between Attorney and Client which may be payable in respect of collection of such account.
- D. I/We agree that the addresses given shall be my/our domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications, of whatever nature.
- E. Should it be necessary for you to institute legal proceedings for recovery of any amount due by me/us, then I/we consent that the Magistrate's Court shall have jurisdiction to hear and determine such action.
- F. I/We undertake to notify you within seven (7) days of any change of address.
- G. Should I/we require extended facilities, I/we undertake to apply for your consent to any variation of the above conditions before incurring the debt, and in such event I/we agree to abide by any conditions or stipulations imposed by you as a condition precedent to the granting of such extended facilities.
- H. In all cases where delivery is by carrier, the carrier shall be deemed to be the customers agent and delivery to such carrier shall be deemed delivery to the customer, unless delivery takes place at Tool Wholesale's expense.
Shortages or damages must be reported to Tool Wholesale within 7 days of receipt of goods.
- I. A 10% handling charge will be levied on all returns that were correctly supplied.
- J. It is agreed that if Tool Wholesale trades with the applicant, then it may set off any amounts owing to the applicant against monies owed to itself in the event of insolvency or default of any other nature.
- K. All unsold goods not yet paid for in full, remain the property of Tool Wholesale with the risk of insurance, etc passing to the debtor on delivery date.
- L. Tool Wholesale will not be liable to any parties for any consequential losses incurred as a result of goods supplied, whether defective or not. The liability will extend only to repair or replacement, at Tool Wholesale's discretion,
of the item within the 12-month guarantee period.
- M. Tool Wholesale reserves the right to cede or sell your debt to any other party along with any rights it enjoys as a result of this application.
- O. Tool Wholesale is hereby given the right to seek and obtain any credit or other information deemed necessary by itself in assessing the financial status of the applicant, from any source that it deems necessary.

Tool Wholesale may also share any information in protecting its own interests.

I warrant that the directors/partners/proprietors/members have never been insolvent or associated with any business failure.

I certify that the above information is true and correct to the best of my knowledge and that I am duly authorised to seek credit for and on behalf of the above entity.
and I sign as surety for any debts incurred by the entity.

In terms of the Protection of Personal Information Act (POPIA), all the information submitted herein may be used for the purposes stated above. The respective parties to this agreement undertake to ensure that appropriate security control measures are implemented to protect all the personal information collected by it.

TERMS & CONDITIONS (Part 2)

1. Delivery is free on orders of R1250 ex vat and more that are approximately 60km from our warehouse. Our Sales Administrators will be able give you an exact determination if you call them. Areas outside this are FOR Johannesburg.

2. Our account terms are strictly 30 days from date of statement, and 2½% settlement discount will be allowed if paid on or before the last working day of each month. Please email or fax a copy of your remittance to our credit controllers.

3. In order to facilitate **timeous receipt** of your remittance, please post your cheque or make your EFT, so that it reaches us on or before the last working day of the month in which payment is due. **Discount** will only be allowed if payment is received on time.

4. The responsibility remains with you the customer to ensure your payment is received on time.

5. COD orders paid by EFT may only be collected once it reflects in our bank account.

6. COD settlement discount is for payment by cash, cheque or EFT.

7. **Credits** will not be accepted without a copy of the original invoice on which the goods returned were purchased. Shortages must be reported to our office within 7 days in writing and must include the waybill and other relevant documents. No credits will be passed after 7 days.

8. **Faulty returns** are not acceptable 18 months after the sale date.

9. Please obtain authorisation from our credit controllers before returning any stock.

10. Our bank details are as follows:

Bank - Nedbank

Branch - Business Northrand

Branch code - 146905

Account number - 1469 020580

11. **Overdue accounts** will be charged interest at the maximum allowable rate.

12. A 10 % **handling charge** will be levied on all returns that were correctly supplied.

13. **Unsold goods** remain the property of Tool Wholesale until paid for.

14. We are not responsible for consequential losses.

By ticking these terms & conditions you hereby acknowledge and accept the above terms on behalf of your company and confirm that you are duly authorised hereto.