



CONDITIONS OF SALE

1. Definitions:

For the purpose of this agreement the following words shall have the meaning assigned to them unless the context indicates otherwise:-

- 1.1 "CPA" shall mean the Consumer Protection Act 68 of 2008.
- 1.2 "Customer" shall mean the person, natural or otherwise, who purchases the products from African Packaging and Water Solutions (Pty) Ltd under these terms and conditions.
- 1.3 "Products" shall mean all items presently being sold or supplied by African Packaging and Water Solutions (Pty) Ltd.
- 1.4 "APWS" shall mean African Packaging and Water Solutions (Pty) Ltd (2014/022372/07)
- 1.5 "The Purchaser and or Customer" shall mean the entity or person purchasing the goods.

2. This order and sale are subject to the terms of these conditions of sale.

3. The goods identified on the order form (hereunder called "the goods") will be delivered to a carrier or to the Purchaser properly consigned under the terms stated herein. Risk of loss or damage shall pass to the Purchaser upon delivery to the carrier or to the Purchaser and prepayment of freight by APWS shall not affect this provision.

4. Ownership or part ownership of the goods shall not pass to the purchaser until the purchase price shall have been paid in full.

5. All prices quoted are based on rates of exchange of currencies, freights, insurances, landing charges, dock duties, customs and import duties, railage and statutory wage rates in existence at the time that negotiations for the purchase of the goods hereby purchased took place, and any subsequent increase in such rate shall be for the account of the purchaser, who shall similarly be entitled to the benefit of any decrease in the same.

6. APWS gives the warranties provided for in the Consumer Protection Act of 68 of 2008 ("CPA") to customers as defined in the CPA and to all other customers. APWS gives no warranty, statutory or otherwise, express or implied, as to the quality, merchantability or fitness for purpose or use of the goods, nor is it liable in respect of consequential loss or damage.

7. Subject to the provisions of paragraphs 4 and 5 hereof, and provided that African Packaging and Water Solutions (Pty) Ltd is given the opportunity of examining the goods within both 30 days from date of delivery, and 2 months from the date of manufacture, and it is satisfied that the goods have failed to correspond to the description of same or have been defective in material or workmanship, the purchaser shall be entitled to either:

- 7.1 A refund of the purchase price, or a credit if appropriate; or
- 7.2 Replacement of the goods; or
- 7.3 Repair of the goods, if possible, entirely in APWS's discretion, save that where the person is a consumer, the consumer shall have such election but limited by the provisions of the CPA.

8. Technical advice or assistance given by APWS shall be without charge and on the basis that it represents the best judgement of APWS at the sole risk of the purchaser, but not to the extent that technical advice or assistance is binding in terms of the CPA to consumers.

9. No claims will be recognised in regard to goods disposed of by the consumer or returned to APWS without its consent, save that a consumer as envisaged by the CPA may do so in the circumstances anticipated by the CPA.
10. All returns from Customers for credit for quality reasons must be done within 15 days of delivery save that a consumer in terms of the CPA shall do so within the time period anticipated by the CPA. Products accepted on delivery will be deemed to have been delivered in good order.
11. Unless otherwise agreed to by the Customer and APWS in writing, the purchase price of the goods shall be paid within 30 days of receipt of a Statement. If the amount due is not paid on the due date, APWS may suspend deliveries, in addition to its other rights.
12. Delay or failure to deliver the goods timeously by reason of inability on the part of APWS to obtain supplies of raw materials, or equipment or transport by reason of labour disturbances, inclement weather, war, riots civil commotion, fire, act of God, or any other cause whatsoever beyond the control of APWS, shall not constitute a breach of contract on the part of APWS, but the contract shall be deemed to be suspended with liberty to APWS at any time to cancel it or renew it upon the cessation of the cause preventing delivery.
13. Should APWS institute proceedings against the Purchaser pursuant to this agreement and/or the breach thereof, then, without prejudice to any other rights of APWS, APWS shall be entitled to recover from the Purchaser all legal costs incurred, including all costs incurred by APWS as between attorney and own client including collection commission payable, tracing charges and interest.
14. The Purchaser chooses the physical address and email address as set out in the credit application to which these conditions of sale are attached as their domicilia citandi et executandi being the address at which they shall accept service of notices given pursuant to these conditions of sale.
15. Without prejudice to the right of APWS to institute proceedings in the High Court, should APWS prefer to do so, the Magistrate's Court (including any civil court as defined in the Magistrate's Courts Act, 1944, as amended) having jurisdiction over the relevant defendant or respondent shall have jurisdiction in any proceedings upon or arising out of these conditions of sale or the breach thereof, notwithstanding the amount of any claim.
16. These conditions of sale constitute the whole agreement between the parties, and no warranties or representations whether express or implied, and no prior agreement relating to the subject-matter of this conditions of sale, not set out herein, shall be binding on the parties unless reduced to writing and signed by the duly authorised representative of such party. Any agreement for the sale/ purchase of goods between APWS and the Purchaser is subject to these conditions of sale.
17. These conditions of sale shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, assigns or liquidators (as the case may be) of the parties as fully and effectually as if they had signed this conditions of sale in the first instance and reference to any party shall be deemed to include such party's estate, heirs, executors, administrators, trustees, assigns or liquidators, as the case may be.