

# The Yard

84 1<sup>st</sup> Avenue

CK No: 93/05953/23

Dunvegan, Edenvale

Tel: 0825518657

1. The Supplier shall reserve its rights to not undertake any business with any party which it feels it may not want to, without disclosing such reason(s).
2. The Supplier reserves the right to vary any terms and conditions, contained herein, as its business improvements and/or customer service delivery may require from time to time. Such variation will be published on the Supplier's website.
3. Any quotation provided by the Supplier to the Purchaser shall always be subject to the availability of stock.
4. Any order from a Purchaser and/or potential Purchaser shall be subject to the terms and conditions of sales by the Supplier, contained herein, unless varied by the Supplier in writing, and these terms and conditions shall take precedence over any other terms and/or conditions and/or specific stipulations contained in any of the Purchaser's and/or potential Purchaser's documentation and/or policies of procurement. The terms and conditions contained in this document shall take full force and effect, unless exceptionally varied by the Supplier in writing.
  - 4.1. Any order, which has been placed by the Purchaser shall be considered to express intent to purchase from the Supplier, subject to the Supplier's terms and conditions, and shall thus considered to be a valid order. Such order will be acted upon for delivery and/or collection subject to the terms and conditions of payment, contained hereunder.
5. Prices
  - 5.1. quoted are those ruling at the date of order, and prices are generally subject to change at any time, dependent on external factors outside of the ambit of the Supplier.
7. The Supplier reserves the right of discretion, whether to supply a Purchaser and/or potential Purchaser. Such discretion to supply a Purchaser and/or potential Purchaser shall always be subject to:
  - 7.1. The availability of stock
  - 7.2. The agreement on pricing
  - 7.3. The provision of samples and/or drawings, designs and specifications by the Purchaser/potential Purchaser for non-standard stock items which the Supplier may need to be buy-out or to have manufactured. The provision of such samples and/or drawings, designs and specifications by the Purchaser/potential Purchaser shall not be deemed, though, to form part of any contract between the parties
8. All stock supplied by the Supplier to the Purchaser shall remain the property of the Supplier until all the goods have been paid for, in full. Should the need arise, the Supplier reserves the right to collect all goods which have not been paid for in terms of the Supplier's payment terms and ageing of invoices. Unless fully paid for, no goods from the Supplier may be offered to other creditors to offset the Purchaser's liability to other creditors.
9. Supplier's account. Where payment is late, then interest on any overdue amount(s), at the maximum permissible rate, may be applied on any late payments, and overdue amount(s), without prior specific notification to the Purchaser wherever applicable.
  - 9.1. At no time shall the Purchaser be allowed to deduct payment of invoices which have already been paid, against future-dated invoices for which the Purchaser may have queries. Each invoice shall be considered for payment on its own merits
  - 9.2. Once the 5-day period has elapsed for queries in writing to the Supplier, the Supplier will NOT entertain any queries, and will thus expect payment in full for each invoice which is due for payment.
  - 9.3. Should the need arise for the Supplier to institute legal action for recovery of any indebtedness by the Purchaser, then such legal costs will be added to the Purchaser's account and added to the principal liability. This shall also include ALL agent fees, tracing fees, collection fees etc.
10. It is the responsibility of the Purchaser (or the Purchaser's collection agent/courier) to inspect all goods supplied for correctness of product and quantity, whether such goods are delivered by the Supplier, or collected by the Purchaser and/or its nominated collection agent/courier. The Supplier shall not accept subsequent queries or enter into any discussion with the Purchaser and/or its nominated collection agent/courier for any item/s which has/have been collected from the Supplier's premises howsoever. Furthermore, the Supplier shall not accept any liability arising from any such collections from the Supplier's premises, by either the Customer or its nominated agent/courier.

11. All valid queries and discrepancies MUST be reported in writing within 5 days, to the Supplier, in order to be considered for a credit on the Purchaser's account, for a valid reason such as incorrect goods supplied. Returns are subject to the following:

- 11.1. All requests for returns need to be discussed within 48 hours with the supplier, and agreed-to, prior to goods being returned. Goods returned without prior discussion, shall not be accepted for return whatsoever
- 11.2. Goods correctly supplied, being returned, will not be accepted for return. However, should the Supplier agree, as an exception, to a return, then the goods being returned shall attract a minimum handling fee of 20%. A 5-day window period for return of the goods shall apply. No time-extension shall be considered under any circumstances.
- 11.3. Specially manufactured or imported goods will NOT be accepted for return under ANY circumstances.
- 11.4. All flooring supply may be subject to a 10-15% oversupply.
- 11.5. All goods being requested for return need to be in their original and saleable condition, intact in their original packaging and undamaged, in order to be considered for return.
- 11.6 No refunds will be given under any circumstance whatsoever. Credit with the supplier will remain on your account unless specified in writing with the supplier.

12. The Supplier shall not accept responsibility for consequential loss because of any delays experienced in the procurement of non-standard goods. The Supplier also shall not be bound by timeline estimates outside of its own business's control in the supply of non-standard items, and the Purchaser accepts that such timelines are merely a guide.

12.1. For specially manufactured items, or non-standard stock items, the Purchaser is required to provide detailed and accurate drawings and sizes at the time of placing such orders. The Supplier shall not, under any circumstances, accept responsibility for goods which are incorrectly manufactured or procured on behalf of the Purchaser due to incorrect specifications. The Purchaser will then be liable to take delivery of such incorrectly specified goods, and to effect payment for such goods procured according to incorrect specifications. The Purchaser shall not be entitled to withdraw from commitment to such orders, nor be allowed to withhold payment due to disputes relating to the manufacture of non-stock items.

13. The Supplier's delivery note being signed by either the Purchaser, or a representative of the Purchaser shall be deemed sufficient evidence that the Purchaser has received the goods reflected on that delivery note, and the value of that delivery note will then be considered due for payment within the Supplier's payment terms.

14. The right of set-off shall not apply to any Purchaser, whom the Supplier may be a client of, or become a client of. Liability by the Purchaser shall always be expected to be effected in full, as the Supplier will conversely be expected to do, unless mutual agreement is reached

15. Should the Purchaser's estate enter any credit review or judicial management or sequestration process, then the Supplier shall be entitled to request immediate settlement of any and all invoices which are still outstanding for payment.

16. When a Purchaser has failed to timeously pay invoices which are due for payment, per statement, then the full balance outstanding on the Purchaser's account, will become due for immediate payment.

19. Breach of contract reviewed, and/or legal action being taken for recovery of the total indebtedness of a Supplier, and/or the cancellation of future sales shall be declared by the Supplier whenever

19.1. Any of the terms and conditions contained herein are avoided or by-passed intentionally by the Purchaser

19.2. The Purchaser fails to make payment of any one invoice when it becomes due for payment

19.3. The Purchaser withholds any payment which is due, in anticipation of a credit which it is expecting for sales which may have been validly returned to

the Supplier within its stated 5-day window period

19.4. The Purchaser's estate being reviewed and downgraded by any Credit bureau

19.5. The Purchaser voluntarily surrenders its estate

19.6. The Purchaser's estate being declared insolvent

19.7. The Purchaser's estate suffering civil judgement or judicial management

19.8. The Purchaser's estate being placed under any order of provisional and/or final sequestration or civil judgement

20. While the Supplier shall make effort to protect the confidentiality of information of the Purchaser, the Purchaser agrees that any financial non-conformance

shall be reported through the Supplier's processes and systems to the Credit bureaus

21. The Purchaser consents to the jurisdiction of the Magistrate's court, in terms of Section 28 of the Magistrate's court Act no 32 of 1944, for any disputes or action arising from legal matters that may develop between the Purchaser and the Supplier.

