

## Terms and Conditions of Sales

1. Gentron Computers cc will be herein after referred to as "The Creditor"
2. Orders are subject to written confirmation by the Creditor and pending such confirmation shall be binding on the Purchaser.
3. Credit limits granted may not be exceeded without prior written consent. The Creditor reserves the right to change the credit limit and any amount over the credit limit will be supplied on a strictly C.O.D. basis.
4. No amount whatsoever may be deducted from invoices without the authorization of the Creditor.
5. It is agreed that the Purchaser will be deemed to have inspected the merchandise on signing the Creditors delivery note. No representation or warranties, other than recorded herein have been made by or on behalf of the Creditor. The Creditor shall therefore not be liable for any defects in any merchandise so purchased, whether latent or patent.
6. The Creditor shall not be responsible for any loss or damage howsoever caused to the property or person of the Purchaser or any third party as a result of any defect in the merchandise, whether patent or latent and the Purchaser indemnifies the Creditor against any claims against it by any third party arising out of such defect.
7. Without derogating from the provisions of items 4 & 5, unless the Purchaser advises in writing within seven (7) days of delivery of the goods of any defects or shortages in the goods, the goods shall be deemed to have been delivered to the Purchaser in perfect condition and Purchaser shall not be entitled to return the goods or claim a reduction of the purchase price on the grounds that the goods were defective or short supplied.
8. Notwithstanding the granting of credit by the Creditor or the Purchaser, ownership of the goods sold hereunder shall not pass to the Purchaser until payment for such goods are made in full, by the parties further agree that the risk shall pass immediately on delivery of all and any portion of such goods purchased and delivered. In all cases where delivery is by carrier, the carries shall be deemed to the Purchaser's agent.
9. The Purchaser accepts liability for goods delivered by carrier based on carrier's signature.
10. Insurance cover with the carrier is the responsibility of the Purchaser.
11. Payment in respect of goods purchased is strictly 30 days Nett from date of statement. Overdue amounts will be subject to interest being levied to such amounts at a rate of 1% above the ruling bank overdraft rate applicable on similar amounts.
12. The Purchaser hereby acknowledges that should any amount not be paid on due date, or any payment made by cheque be unpaid, the entire balance then outstanding shall become due and payable without notice.
13. In the event of the Purchaser failing to strictly comply with any of these terms and conditions of sale, and the Creditor in its sole discretion has handed the account over for collection, the Purchaser shall be obliged to and hereby agrees to pay all costs in respect of and allocated in the following order:
  - a) All legal fees
  - b) Tracing agents fees & commission

- c) Fees as between attorney and own client
  - d) Interest accrued
  - e) Capital amount due
14. The Purchaser hereby consents in terms of Section 45 (1) of the Magistrate's Court Act 32 of 1944, as amended, or in terms of any applicable law to the Jurisdiction of the Magistrate's Court which at the time of the proceedings in question has Jurisdiction in terms of Section 21 (1) of the Magistrate's Court act or any other act aforesaid in respect of any proceedings which may be instituted arising out of or in connection with the supply of goods by the Creditor to the Purchaser. The Creditor shall however at its sole discretion have the right to take action in such court or any court of its choice.
15. It is agreed that the address of the Purchaser's principal place of business shall be domiciliumcitandietexecutandi for all purposes, whether in respect of court process, notices, or other documents or communication of whatever nature. The terms and conditions contained herein constitute the entire agreement between the parties and no variations or amendment shall be of any force or effect unless reduced to in writing and signed by both the Creditor and the Purchaser and shall not be capable of rectification by a Court of Law.
16. By signing this credit application and conditions of sale the person/s signing hereby bind themselves jointly and severally as surety and co-principal debtor in solidum with the Purchaser of the payment of all amounts, which may be owing at any time by the Purchaser to the Creditor.
17. Should the monthly credit limit be exceeded your account will be temporarily suspended and an interim payment will be requested so as to bring your account in-line with your credit limit.
18. The Creditor reserves the right to withdraw credit facilities enjoyed by yourselves at any given time if:
- i. The account is inactive for three (3) months.
  - ii. The account is used for less than R1000.00 per month.
  - iii. The account is not conducted in an ordinary manner.
19. Returns:
- i. Goods supplied correctly and returned after seven (7) days of delivery will be subjected to a 10% handling charge.
  - ii. Goods that are specially manufactured for the Purchaser will not be accepted for return.
  - iii. Goods returned without original/damaged packaging will not be accepted for return.
  - iv. All returns must be arranged with management prior to the returning of goods.
20. All prices quoted are INCLUDING V.A.T