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TERMS AND CONDITIONS ("T&C's") FOR THE SALE OF PRODUCTS

• PROMOTIONAL SPECIFICS

- The promotion is on selected aluminium shutters used for patio's and is up to 15% discount
- The selected products are A2 and A3 (34mm frame security and non-security)
- The promotion ends on the 14th Feb 2019 at midnight and will only be honoured for all deposits paid that reflect in the suppliers bank account
- the promotion may be altered or terminated at any time without notice
- the final decision regarding all aspects of the promotion rests with the supplier
- Offer only available to JHB, PTA, Cape Town and Durban areas.

• GENERAL

1. The Terms and Conditions of Sale ("T&C's") contained in this document shall replace any previous versions thereof and /or any document(s) regulating the terms and conditions of sale of all goods or services ("PRODUCT(S)") by Plantation Shutters (Pty) Ltd with registration number: 2013/158979/07 ("the SUPPLIER") to any CUSTOMER or CUSTOMERS, which shall include any natural person, juristic person including without limitation a company, firm or placing an order for PRODUCTS ("CUSTOMER(S)").
2. The SUPPLIER and the CUSTOMER as set out herein shall henceforth jointly be referred to as the "PARTIES".
3. These T&C's shall be effective from 1 January 2016 ("EFFECTIVE DATE").
4. The T&C's contained in this document shall prevail over any conflicts with or item(s) contained in the CUSTOMER's terms of purchase, any similar or related documents that contain or state anything to the contrary, whether directly or indirectly from the EFFECTIVE DATE.
5. The acceptance of any order by the SUPPLIER is conditional upon the CUSTOMER's complete and unconditional acceptance of these T&C's. The CUSTOMER shall either by payment of their deposit accept these T&C's as indicated in 2.1 below or by clicking on accept on the SUPPLIER's website. These T&C's or any amendment or replacement version thereof shall prevail in respect of any order for PRODUCTS from the EFFECTIVE DATE.
6. When a number of days is prescribed, the days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding Business Day.
7. The headings of the clauses are intended for convenience only and must not be used as an aid to, nor do they affect, the interpretation of the T&C's, and
 1. words in the singular include the plural and vice versa;
 2. words importing any one gender include the other two genders;
 3. a reference to a natural person includes a legal persona; and

4. the meaning of words so indicated with "" or with the use of capital letters shall be so interpreted as indicated herein, except in a context indicating that some other meaning is intended.

- **QUOTATIONS**

1. All QUOTATIONS by the SUPPLIER constitute a legal offer to the CUSTOMER. Where accepted by the CUSTOMER as set out in 1.5 above, or the DEPOSIT as indicated therein paid, same shall constitute an "ORDER "or "ORDER ACCEPTANCE" being a legally binding Agreement between the PARTIES.
2. All prices so quoted are valid for 14 (fourteen) days from date of QUOTATION, unless otherwise agreed in writing.
3. Prices quoted and agreed include the cost of PRODUCTS, delivery hereof and Value Added Tax thereon ("VAT").
4. No cancellation shall be allowed or accepted once a QUOTATION has been accepted and DEPOSIT paid.
5. All deposits paid is strictly non – refundable

- **TERMS OF PAYMENT**

1. Unless the SUPPLIER has agreed with the CUSTOMER in writing otherwise, a DEPOSIT must be paid as set out in 2.1 above, 40% on installation and the balance on sign off.
2. If payment is not made by the due date interest shall be charged thereon at FNB's prevailing prime interest rate plus 2% or the maximum permissible rate as published in terms of the Regulations of the National Credit Act No 34 of 2005 as amended, whichever is higher, per annum. Such interest shall be payable, calculated from the day following the date the payment is due until the date of its full settlement.
3. Where a CUSTOMER has failed or refused to pay as set out in 2.1 above, further ORDERS for PRODUCTS will be suspended until the account is fully paid together with interest thereon. Accordingly, SUPPLIER reserves the right (without prejudice to any right to damages or other remedy available) to withhold further DELIVERY to the CUSTOMER until payment in full, including any interest due, is made.

- **DELIVERY / INSTALLATION**

1. DELIVERY of the PRODUCT is affected or deemed to have been affected to the CUSTOMER once the CUSTOMER takes possession of the PRODUCT or when the SUPPLIER installs the PRODUCT, whichever occurs first (shall constitute "DELIVERY").
2. The address for DELIVERY shall be the CUSTOMER's address as stated on the QUOTATION unless otherwise agreed between the PARTIES in writing.
3. Date(s) of DELIVERY are provided for information only. Whilst every effort is made to ensure due performance the SUPPLIER cannot accept responsibility for damages or consequential loss or damage arising out of delay or failure to DELIVER by a specified date.
4. Late DELIVERY for any reason whatsoever, shall not constitute grounds for withholding sums or making any payment due and payable or to refuse DELIVERY or to cancel the ORDER or repudiate this Agreement - by the CUSTOMER.
5. In addition to the provisions of 4.4 above, where a CUSTOMER fails to take DELIVERY of the PRODUCT for a period exceeding 14 (fourteen) days as reckoned from the time the CUSTOMER was first notified of the PRODUCT's readiness for DELIVERY and for any reason whatsoever, the SUPPLIER will be entitled at its sole discretion to obtain payment of the 40% of the agreed purchase price of the PRODUCTS notwithstanding DELIVERY not yet

- being made together with any resultant costs including without limitation the cost for storage and insurance, attempted DELIVERY or re-DELIVERY thereof.
6. Within 7 (seven) days from installation the CUSTOMER shall sign off and thereby confirm its satisfaction with the PRODUCTS and installation. Failing which, any failure of the CUSTOMER to sign off alternatively communicate as set out in 4.7 below, shall be constituted as deemed sign off.
 7. Damage regarding defects must be reported in writing to the SUPPLIER within 7 (seven) days of installation so appropriate measures can be actioned. Once the CUSTOMER either signs off as set out in 4.6 above or defects have been remedied or addressed, all liability of the SUPPLIER in the PRODUCT for loss or destruction, breakages, shortages or non-DELIVERY shall cease.

- **RESERVATION OF OWNERSHIP**

1. The PRODUCTS shall remain the property of the SUPPLIER until full payment has been received (each order or QUOTATION being considered as a whole) or until prior resale in which case the beneficial and legal entitlement of the SUPPLIER shall attach to the proceeds of the resale or to the claim on those proceeds.
2. Upon taking possession of the PRODUCTS the CUSTOMER shall be the custodian of the PRODUCTS for the SUPPLIER until CUSTOMER has made payment in full.
3. The CUSTOMER's right to possession of the PRODUCTS will cease at the earliest of the following date:
 1. On expiration of any agreed period of credit or the due date for payment of any invoice has passed.
 2. Should proceedings be commenced for the provisional or final liquidation or sequestration of the CUSTOMER or the CUSTOMER commits an act of insolvency or effect or attempt to effect a general compromise with its creditors, including any Business Rescue proceedings or any realignment of debt proceedings, the SUPPLIER's rights and remedies under this clause shall be without prejudice to its other rights as provided in this T&C's or any other law or statute.
 3. If the CUSTOMER does or fails to do anything which may in any way imperil the title of the SUPPLIER to the PRODUCTS.
4. The SUPPLIER will have the right if paragraphs 5.3.1, 5.3.2, or 5.3.3 apply, to:
 1. Cancel the agreement and claim damages;
 2. Repossess the PRODUCTS;
 3. Use or sell all or any of the PRODUCTS; and
 4. Enter any premises of the CUSTOMER to uninstall or remove the PRODUCTS.

- **LIABILITY**

All PRODUCTS are sold to the CUSTOMER on the following conditions, and the SUPPLIER does not accept any responsibility arising from the CUSTOMER's failure to follow this provision:

1. The SUPPLIER cannot accept responsibility in circumstances where the CUSTOMER is not present at the DELIVERY/installation address.
2. The SUPPLIER cannot guarantee precise colour matching against samples, our PRODUCTS are made from a natural material. Minor imperfections not readily apparent at a distance of 1 (one) metre under ordinary light will not be accepted as defects.
3. Colour matching of finishing PRODUCTS (ex. paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.
4. The SUPPLIER cannot guarantee the PRODUCTS against slight fading especially as a result of exposure to sunlight where slight fading will occur.

5. Under no circumstances except in respect of death or personal injury caused by the SUPPLIER's negligence does the SUPPLIER accept liability for consequential loss, damage, costs or expenses, howsoever arising and any liability for any such consequential loss damage is hereby specifically excluded. Should a claim be made the SUPPLIER's liability is limited to the value of the ORDER placed by the CUSTOMER.
6. Tolerance levels of overall panel specifications are plus or minus 2mm per individual panel, and the product will not be considered defective if failing within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.
7. Limitations. It is recommended that panels be ordered within our normal specification range. We may exceed the limitation at your request, but in doing so we cannot accept responsibility.
8. If the CUSTOMER is not on site when property is surveyed or installed the shutters will be fitted in accordance to the SUPPLIER's standard practices unless agreed prior to confirmation. Where the CUSTOMER elects to have the installation done contrary to the SUPPLIER's said recommendation then liability will fall on the CUSTOMER itself.
9. The SUPPLIER accepts no responsibility for changes in any aspect of the window or window surround including without limitation the window handles, alarms, sensors, or any additions to window or the surround after the final measure and the ORDER has been placed. Any PRODUCTS that do not fit as a result of this will still need to be paid in full and any remakes or further work required will be charged in addition to the ORDER.
10. The Plantation Security Shutter is intended to provide a primary security barrier and the SUPPLIER does not guarantee that the use of the Plantation Security Shutter as a security barrier will entirely protect against or prevent crime.
11. Since our PRODUCTS are made to special order, the Consumer Protection Act No. 68 of 2008 as amended does not apply and no cancellation (regardless of when) can be accepted once an ORDER has been accepted or deposit paid. Accordingly, the CUSTOMER shall be liable for the full value of the ORDER.

- **GUARANTEE**

All PRODUCTS are subject to either a 5 (five) or 12 (twelve) year quality and workmanship guarantee, depending on the PRODUCT. Please refer to our Product Quality Guarantee (the "Guarantee") for further information.

- **ENTIRE AGREEMENT**

These T&C's together with the particulars contained in the ORDER ACCEPTANCE as more fully set out below from the SUPPLIER shall constitute the entire agreement between the PARTIES. Where there is any conflict or inconsistency between the ORDER ACCEPTANCE and these T&C's, these T&C's shall prevail.

- **WARRANTY ON CAPACITY**

Each PARTY warrants that:

1. It has the legal capacity and has taken all necessary corporate action required (where applicable) to empower and authorise it to enter into and implement this Agreement on the terms and conditions herein set out.
2. This Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms.

- **NON-WAIVER**

The failure by any of the PARTIES to enforce any provision of this Agreement shall not affect in

any way that PARTY's right to require performance of the provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

- **NOVATION**

No PARTY may cede any or all of that PARTY's rights or delegate any or all of that PARTY's obligations under this Agreement without the prior written consent of the other PARTY.

- **GOVERNING LAWS AND LEGAL PROCEEDINGS**

1. The validity of this Agreement, its interpretation, the respective rights and obligations of the PARTIES and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of South Africa.
2. The PARTIES hereby consent and submit to the jurisdiction of the Magistrate's Court, in any dispute arising from or in connection with this Agreement.

- **SEVERABILITY**

If any part of this Agreement is void, illegal, unenforceable, or in conflict with any law of the state or local Government over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.