

CONDITIONS OF SALE

1. **DEFINITION**

The person, firm or company purchasing is herein referred to as "The Purchaser" and Goldwagen ("The seller").
2. **SELLING PRICES OF GOODS**
 - 2.1 Prices of goods will be the current ruling prices of the seller at the date of execution of the order.
 - 2.2 The rate of trade discount will be the rate agreed between the "PURCHASER" and "SELLER".
3. **PAYMENT**
 - 3.1 Payment for all goods supplied by the "SELLER" to the "PURCHASER" must be made within 7 days of the "SELLER'S" statement if an account has been opened.
 - 3.2 All payments due and payable in terms of this agreement shall be made to the "SELLER" at address on front of statement/invoice.
 - 3.3 Interest at current bank overdraft interest rate shall be charged on all overdue amounts, calculated from the date the payment is due to the date when payment is actually received by the "SELLER".
 - 3.4 In the event of the "SELLER" instructing its attorneys to collect overdue amounts, the "PURCHASER" shall be liable for all legal costs so incurred on the attorney-and-client scale as well as for any collection commission payable by the "SELLER". All payments thereafter made by the "PURCHASER" shall be allocated firstly in payment of such costs, thereafter to interest and lastly to capital.
 - 3.5 In the event of the "PURCHASER" failing to make payment of any amount due by it to the "SELLER" in terms hereof then and in such event any other amount of the aggregate of each amounts owed by the "PURCHASER" to the "SELLER" shall forthwith become due and payable, notwithstanding that the due date of payment thereof shall not have arrived.
4. **SHORT DELIVERIES**
 - 4.1 Claims for shortages must be made in writing immediately upon receipt of goods and no claim for shortages will be recognised unless made within ten (10) ten days on receipt of the consignment in respect of which shortage is alleged.
5. **WARRANTY**
 - 5.1 The "SELLER" warrants that all goods sold to the "PURCHASER" shall be free from defects and will conform to specification.
 - 5.2 The "SELLER" shall, within twelve months after delivery of the goods repair or replace failed, unsafe or defective goods or refund the "PURCHASER" the price paid by the "PURCHASER" at the election of the "PURCHASER". The aforesaid warranty is subject thereto that the goods supplied by the "SELLER" have not been altered contrary to any instructions of the "SELLER" after leaving the "SELLER'S" control.
 - 5.3 Except for the warranty given by the "SELLER" in sub-clause 5.1, no warranty express tacit or implied at common law, no warranty shall be binding on "SELLER" and the "PURCHASER" indemnifies and holds harmless the "SELLER" from any liability of any kind or nature whatsoever to customers and third parties which may arise from the sale of the goods to the "PURCHASER" by the "SELLER" in terms of this agreement. In no event shall the "SELLER" be liable for any incidental, indirect, special or consequential damages in connection with or arising out of the sale of the goods in terms of this agreement, and the "PURCHASER'S" sole remedy against the "SELLER" shall be limited to the remedy provided in sub-clause 5.2.
6. **DELIVERY**

Delivery of the goods shall take place upon receipt thereof by the "PURCHASER" at the address of the "PURCHASER" as indicated on the "SELLER'S" delivery documents for the said goods.
7. **OWNERSHIP OF GOODS**
 - 7.1 Ownership in respect of the goods sold in terms hereof and in respect of all goods sold by the "SELLER" to the "PURCHASER" shall vest in the "SELLER" until the full payment thereof is received by the "SELLER", notwithstanding delivery of the goods to the "PURCHASER".
 - 7.2 The risk in goods supplied shall pass to "PURCHASER" on acceptance of delivery by the "PURCHASER".
8. **WAIVER**

No relaxation or indulgence granted by the "SELLER" to the "PURCHASER" from time to time shall be deemed to be a waiver of the "SELLER'S" rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation or waiver of the terms and conditions of this agreement or at common law.
9. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the "SELLER" and the "PURCHASER", notwithstanding the fact that the "PURCHASER" may have printed any of its own terms and conditions on any document which may be handed or sent to the "SELLER" by the "PURCHASER", and any variations and/or amendments to this agreement shall only be of force and effect if reduced to writing and signed by the parties hereto.
10. **CONSENT TO JURISDICTION**

Should the "SELLER" institute any proceedings against the "PURCHASER" for breach of any provision of this agreement, the "PURCHASER" agrees and consents that the "SELLER" shall be entitled, at its option, to institute any such proceedings in any Magistrate's Court having jurisdiction in respect of the "PURCHASER" in terms of section 28 of the Magistrates Court Act of 1944, notwithstanding that the claim or the value of the matter in dispute might otherwise exceed the jurisdiction of the Magistrates Court in respect of course of action.
11. **RETURNS POLICY**

Returned parts must be accompanied with the original purchase invoice. Unwanted, unused parts returned may incur up to a 20% handling fee and might be subjected to Head Office Quality Control inspection before acceptance. Special orders will not be accepted for a return as these parts are specifically ordered according to the customer's specific requirements. Parts returned after 30 days will not be accepted for return. There will be no returns on Electrical Parts. Parts that are defaced (Installed, Disassembled, Tampered with, Oil stained, Primed or Modified) and not in original state as sold, including any damage to the packaging or lack of original packaging will not be accepted for return. No claim will be processed if the required claim form is not completed in full. VIN/Chassis and engine numbers are required to confirm correct application. All claims will be processed within 14 working days. The alleged failed part(s) will not be replaced immediately. A credit or a replacement will be granted after the outcome of a technical inspection. For the full Return Policy visit www.goldwagen.com