

**BIDVEST AFCOM (PTY) LTD**  
**TERMS AND CONDITIONS**

1. The terms of payment are strictly 30 days from the date of the statement of account unless otherwise agreed in writing by Bidvest Afcom (Proprietary) Limited (including all of its trade styles, associates, subsidiaries and assigns) ("the Company").
2. The Company reserves the right to vary prices and charges without notice.
3. Prices are net and any taxes or duties levied by the Authorities will be added to the invoices and are payable to the Company by the Purchaser.
4. A certificate signed by the company secretary, any manager or any director of the Company reflecting the amount owing by the Purchaser to the Company in relation to the Purchaser's dealings with the Company and the fact that such amount is due, owing and unpaid shall be *prima facie* (on the face of it) proof of such facts for the purpose of any action (whether by way of Provisional Sentence or otherwise), proof of debt on insolvency or for any purpose where the amount of such claim is required to be established and it shall rest entirely with the Purchaser to prove that such amount is not owing, due and/or unpaid.
5. In the event of the Purchaser defaulting on payment of any amount that has become due, owing and payable, the full balance outstanding (whether due or not) will immediately become due and payable to the Company without notice to the Purchaser.
6. The Purchaser may not withhold or defer payment for any reason whatsoever, including but not limited to any claim, of whatever nature that the Purchaser may have against the Company.
7. If the Purchaser should fail to object to any items appearing on the Company's statement of account within 10 (ten) days of date of dispatch of the statement of account, the account shall be deemed to be in order and correct in all respects.
8. The Purchaser is to notify the Company, in writing, within 7 (seven) days of any change of ownership of the Purchaser. The Purchaser acknowledges that immediately upon any change of ownership of the Purchaser any outstanding amount, whether due or not, shall be deemed to be immediately payable by the Purchaser to the Company.
9. Until such time as the Purchaser has paid the purchase price in full in respect of any purchase of goods, the ownership of all such goods shall remain with the Company. Subject to any applicable law, the Company shall in its sole discretion without notice to the Purchaser be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue in which event the Purchaser shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by the Company.
10. Subject to any applicable law, all goods purchased shall be regarded as having been sold as is without warranty against latent defects. Subject to any applicable law, no liability shall arise on the part of the Company for any representation or warranty made in respect of goods sold by the Company to the Purchaser.
11. Subject to any applicable law, in the event of any order being given to the Company on an order form reflecting the Purchaser's name as the entity from which the order emanates, such order shall be deemed to have emanated from the Purchaser, despite the fact that such order may have been given or signed by a person not authorised by the Purchaser and such order will be deemed to constitute valid order.
12. Signature by the Purchaser or by any representative of the Purchaser on the Company's delivery note shall be regarded as acceptance by the Purchaser that the goods reflected in such delivery note have been properly and completely delivered.
13. Whilst every endeavour will be made to supply the goods on the date stipulated, in no circumstances can liability be accepted for any loss or damage suffered by the Purchaser or any third person by reason of failure to meet delivery commitments.
14. The Company shall at any time be entitled to cede all or any of its rights against the Purchaser to any third party without notice to the Purchaser.
15. The Purchaser acknowledges that no terms at variance with these terms which have been sought to be introduced by the Purchaser at any time shall be of any force or effect unless the Company has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by the Purchaser shall apply. Without limiting this, the Company shall not be regarded as having so expressly agreed to such terms by virtue of the Company having agreed to execute an order in which inconsistent terms have been introduced by the Purchaser and despite the fact that the Company has not rejected such inconsistent terms.
16. The risk in and to the goods shall pass from the Company to the Purchaser on the date of delivery to the Purchaser (or its nominee), despite the fact that ownership will not pass to the Purchaser until full payment of the purchase price to the Company.
17. Any condonation of any breach of any of these terms and conditions or other act or relaxation, indulgence or grace on the part of the Company shall not operate as or be deemed to be a waiver by the Company of any of its rights or be construed as a novation of the agreement between the Purchaser and the Company.
18. Should the Purchaser at any time be wound up, whether provisionally or finally, (which liquidation or sequestration, whether provisional or not, shall be deemed to be a material breach by the Purchaser) or should steps be taken to place the Purchaser in business rescue or in the event of the Purchaser being an individual or partnership and having his/its estate sequestrated, whether provisionally or finally, any goods delivered by the Company to the Purchaser and in respect of which payment has not been made at the date of the winding up or sequestration (whether payment in respect thereof be due or not) shall immediately be returned to and recoverable by the Company, wherever such goods may be found.
19. Subject to any applicable law, the Purchaser acknowledges that it will indemnify and hold the Company harmless against any liability in respect of the goods, including under the Occupational Health and Safety Act 85 of 1993 and the Mine Health and Safety Act 29 of 1996. Subject to any applicable law, specific reference to sections 10 and 21 of the respective legislation as it applies to product liability, is disclaimed by the Company.
20. The Purchaser shall be obliged to and warrants that it will ensure that a qualified technician and/or electrician installs all goods purchased from the Company which require installation by such qualified persons. Should the Purchaser fail to comply with such obligation, the Purchaser indemnifies the Company from any liability arising from the purchase of the goods.
21. In circumstances where the Purchaser is entitled to return goods to the Company, the Purchaser shall be obliged to furnish adequate proof of having purchased such goods from the Company.
22. Goods may only be returned within 7 days subject to the Company's approval and 15% handling charge.
23. The Purchaser acknowledges that it does not rely in any manner on any representations and/or advice of the Company in its decision to purchase particular goods from the Company.
24. These terms and conditions are in addition to and not in substitution for any signed trading terms and conditions entered into between the Purchaser and the Company.
25. At the election of the Company, all disputes, differences and questions which may arise at any time during the subsistence of any contract or thereafter, shall be referred to an arbitrator agreed upon or appointed in terms of the Arbitration Act 429 of 1965, as amended. Should the Company not elect so to refer to arbitration the relevant South African court having jurisdiction shall hear the matter.
26. These terms and conditions, despite the manner in which they have been grouped together or linked grammatically, are severable from each other. Any term or condition which is so unenforceable in any jurisdiction in which it applies or in which its enforcement is sought, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* (as if it had not been written) and the remaining terms and conditions shall remain of full force and effect.
27. **THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPIA)**

27.1 The Purchaser (and any guarantor for the Purchaser) understands and agrees that: (a) personal information requested by the Company is necessary for processing the terms and conditions of sale, and where applicable for assessing the credit worthiness of the Purchaser (and any guarantor for the Purchaser) and for maintaining, from time to time, the Purchasers account with the Company;

27.2 The Purchaser (and any guarantor for the Purchaser) confirms and warrants that the information provided herein is accurate and complete. The Purchaser (and any guarantor for the Purchaser) agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the information, failing which the Company will not be liable for any inaccuracies and the Purchaser (and any guarantor for the Purchaser) fully indemnifies the Company in this regard.

27.3 The Purchaser (and any guarantor for the Purchaser) where required, provides its

consent and authority to the Company, at all times, to: (a) process the personal information of the Purchaser (and any guarantor of the Purchaser) for the purpose of concluding the terms and conditions of sale, for maintaining the Purchaser's account and for providing goods and services to the Purchaser, including any benefits attached to the Purchaser account; (b) make enquiries to confirm and verify any information provided by the Purchaser (and any guarantor of the Purchaser); (c) contact and request information from any third party, credit bureaux and businesses so as to obtain any information relevant to the Purchaser's current and future credit assessment including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time Purchaser has dealt with such suppliers, type of goods or services purchased and manner and time of payment; (d) obtain credit reports from credit bureaux, banks and other agencies from time to time; (e) furnish personal information concerning the

Purchaser's dealings with the Company to any third party seeking a trade reference regarding the Purchaser; (f) process the personal information of the Purchaser (and any guarantor of the Purchaser) for the purpose of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities and (g) keep the Purchaser up to date with news regarding its goods and services, including any new products or offerings, which will be sent electronically, save where the Purchaser has elected to opt out of such marketing activity using the standard "opt out" procedure housed in such communications.

27.4 All personal information obtained and processed by the Company for the purposes as set out above, shall be treated by the Company as confidential and in accordance with the Company's privacy policy which is available on request and on its website at [www.bidvestafcom.co.za](http://www.bidvestafcom.co.za).