

# G.V. DONALD MANUFACTURING (PTY) LTD.

P.O. Box 1439 • 53 Paterson Road • Port Elizabeth 6000 • South Africa

Telephone: (041) 484-5230 • Fax: (041) 484-6393

Int. Tel: +27-41-484-5230 • Int. Fax: +27-41-484-6393

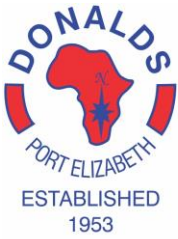
E-mail: [gvdonald@intekom.co.za](mailto:gvdonald@intekom.co.za)

Website: [www.gvdonald.co.za](http://www.gvdonald.co.za)



## TERMS & CONDITIONS

1. Although G.V.DONALD MANUFACTURING (PTY) LTD (referred to herein as GVDM) will make every endeavor to ensure that the Buyer's requirements are complied with, it shall not be liable for any non-delivery, delay or damage caused by strikes, lock-outs, civil commotion, shortage of essential materials, inclement weather or any other cause.
2. Quoted prices are valid for a period of 14 days, unless expressly extended in writing beyond that time.
3. GVDM shall not be liable for any injury, damage or loss caused by manufactured goods supplied, unless such injury, damage or loss was caused by the gross negligence of GVDM, and the Buyer hereby indemnifies GVDM against claims made by reason of any such injury, damage or loss not arising out of the gross negligence of GVDM.
4. Notwithstanding delivery, the goods sold will remain the property of GVDM, until the entire purchase price and any other amount owed by the Buyer is paid in full. Upon delivery of the goods, all the risk, including, inter alia, loss or damage, shall pass to the Buyer, however so caused.
5. Claims for short deliveries will not be considered unless verified and agreed to at the time of delivery with GVDM.
6. Upon acceptance of this Application for Credit in writing, the terms and conditions of the agreement contained herein, together with the details set out on the front hereof, shall supersede any prior agreement pertaining to the subject matter referred to herein, and shall constitute the entire agreement between the parties. No other warranties, undertakings or agreement shall be of any force or effect whatsoever, unless same has been reduced to writing and signed by the parties hereto or by their agents, duly authorized in writing.
7. Return of goods will not be accepted unless agreed to in writing by GVDM within seven (7) days from date of invoice.
8. Buy-outs and products cut to size are non-returnable. However, in the event of buy-outs and products cut to size being accepted for return, the Buyer shall be liable for a pro-rata amount, in the sole discretion of GVDM, in respect of labor and materials.
9. Notwithstanding anything contained herein, in the event of any Clause or Clauses in this document being found to be pro-non-scripto, that is, invalid, unenforceable or illegal, or contrary to the Consumer Protection Act or the National Credit Act, then it is agreed that each



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**Clause is severable from the rest of the Contract, which shall continue in full force and effect, unless such invalidity, unenforceability or illegality is material, and goes to the root of this Agreement, and the rest of the Contract shall remain valid and binding.**

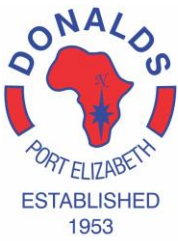
**10. SURETYSHIP UNDERTAKING: In the event of the Buyer being either a registered company or close corporation, I/We, hereby declare and warrant that I/We have full legal capacity and I/We hereby bind myself/ourselves, Jointly and Severally in Solidum as Surety/Sureties and Co-Principal Debtor/s for the payment of all sums due or to become due by the Buyer to GVDM. I/We simultaneously hereby waive, renounce and abandon the Benefits of Excussion and Division and “de duobus vel pluribus reis debendi” (principal debtors are bound jointly but not severally), whereby GVDM can sue either of us, jointly and/or severally, the one paying and the other to be absolved.**

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### **TERMS OF PAYMENT**

**Payment for the goods supplied shall be made:**

- (a) Terms of payment are strictly 30 days of date of delivery of invoice.**
- (b) The Buyer shall be liable for interest on overdue accounts (not paid within 30 days from delivery of invoice) at the ruling prime bank overdraft rate of interest plus 2% per annum, provided such rate shall not exceed the legally permissible maximum.**
- (c) If payment of any amount owing by the Buyer is overdue, the purchase price for all purchases and transactions made, shall immediately become due and payable, notwithstanding any other provisions contained herein, or that same may not yet be already due.**



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- (d) In the event that GVDM instructs an attorney to recover from the Buyer any amount owing to GVDM, the Buyer agrees to pay all costs on an Attorney and Client Scale, Collection Commission and Interest.
- (e) The Buyer consents to the Jurisdiction of the Magistrate's Court, notwithstanding that the claim By GVDM exceeds the normal Jurisdiction of the Magistrate's Court as to the amount. GVDM may, however, institute proceedings, notwithstanding the foregoing consent, in any court of competent Jurisdiction, at its own discretion.
- (f) Ownership of goods delivered will only pass to the Buyer upon full payment of the Contract Price being made. In the event of the Buyer failing to pay, or in the event of the Buyer's cheque being dishonored by its' banker, GVDM shall be entitled to reclaim possession of all the goods delivered by it to the Buyer, who hereby consents to the goods being removed by GVDM.
- (g) The Buyer nominates the address reflected on the face hereof as its' Domicilium Citandi et Executandi, namely, the address for service on him/her of all court Process and / or Notices, either formal or informal, in connection with any claim for any sum due to GVDM, or any other cause of action.

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**GV DONALD MANUFACTURING (PTY) LTD REPRESENTATIVE**

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**BUYER'S SIGNATURE AND PRINT NAME**

**DATE:** .....