

Standard Terms and Conditions of Veto Aluminium

1. General

- 1.1.1. The seller" shall mean Veto Aluminium, Registration Number 2001/054372/23;
- 1.1.2. The customer" shall mean the person who places an order on the seller which is accepted by the seller in terms of clause 2;
- 1.1.3. All goods are bought and sold in accordance with these Terms and Conditions of Sale. Acceptance of the quote by the Customer shall constitute the Order.
- 1.1.4. No variation from these Terms and Conditions shall be valid unless specifically accepted by Seller in writing.
- 1.1.5. Any Quotation made by the Seller shall be valid for a period of 14 days (Fourteen); line items are quoted in ZAR, excluding VAT, and are executed at prices as per signed quotation.
- 1.1.6. The Seller will only honour official Company quotes and there are no other undertakings, guarantees, warranties, representations, promises or the like in regard to the goods.
- 1.1.7. The Customer hereby renounces the benefits of any other rights not expressly referred to in these general conditions or not expressly agreed in writing and to which it may be entitled, or which it may acquire in terms of the Agricultural Credit Act no 28 of 1966 as amended, the Moratorium Act no 25 of 1963 or any other similar rights under any other statute.
- 1.1.8. The Customer shall indemnify and hold harmless the Seller against all claims and expenses of whatsoever nature and description arising from the alleged or actual infringement of all Patents, Trade Marks, Designs or Copyrights occasioned by the seller's performance of this contract.
- 1.1.9. The Seller warrants however that any designs specified by it shall not infringe any such Patents, Trade Marks, Designs or Copyright.
- 1.1.10. The Customer shall keep confidential and shall not use for any purpose other than the contract itself, all drawings and designs supplied by the Seller in terms of the contract, and the Customer shall indemnify the Seller against any loss suffered by the Seller as a result of the breach of this clause.
- 1.1.11. Regardless of the place of execution, performance or domicile of the parties, this agreement and all modifications and amendments hereof shall be governed by or construed under and in accordance with the laws of South Africa.
- 1.1.12. Should the Customer be in default of the terms of this agreement, the Seller will be entitled in its sole discretion to institute action against the Customer in any competent Court of law and the Customer hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.
- 1.1.13. The Customer chooses as its *domicilium citandi et executandi* for all purposes, the address of the Customer reflected on the Invoice.

2. Orders

- 2.1.1. These standard terms of agreement shall be deemed to be incorporated in and shall apply consistently to every agreement entered into between the seller and the Customer.
- 2.1.2. Unless otherwise stated in any quotation given by the Seller or elsewhere in writing by the Seller, payment of the purchase price in respect of any goods dispatched by the Seller, must be made to the Seller. If the price stated in the quotation of the Seller is subject to a discount then that discount will only be allowed if payment is made timeously on or before the due date for payment. Should any payment due by the Customer to the Seller in terms of these Conditions of Purchase and Sale or otherwise

not be made on due date or should the Customer commit any other breach of these Conditions of Purchase and Sale or be placed in liquidation or commit any act of insolvency the full balance owing to the Seller by the Customer as at the date thereof from whatsoever cause arising shall immediately become due and payable without notice. The Seller in its sole discretion shall furthermore have the right to cancel the agreement between the Seller and the Customer and refuse to deliver any further goods to the Customer, in which event the Customer shall have no claim or claims of whatsoever nature or kind against the Seller arising out of such cancellation or the refusal of the Seller to deliver any further goods to the Customer.

- 2.1.3. No cancellation, waiver, variation, alteration or amendment of these standard terms of agreement shall be valid or binding on the Seller unless reduced to writing and signed by a director of the Seller.

3. Designs and Calculations

- 3.1.1. The Seller takes no responsibility for any Customers' designs or calculations.
- 3.1.2. In terms of the Consumer Protection act, (Act No. 68 of 2008) and Business to Business transactions, The Seller does not undertake Warranty or guarantee that the goods supplied or sold will be suitable for the purpose for which they are intended to be used by the Customer.

4. Liability

- 4.1.1. The Seller makes every effort to supply complete and accurate information in its quotes; the onus however is on the Customer to confirm that it reflects the interpretation and total requirements of the contract.
- 4.1.2. The Seller shall under no circumstances (even if gross negligence is proven) become liable to the Customer for any damages or losses sustained by the Customer of whatsoever nature and kind, whether direct or indirect, consequential, special or otherwise which are alleged to have been sustained by the Customer as a result of but not limited to:
 - 4.1.3. Any delay or failure in the manufacture, installation or delivery of the goods;
 - 4.1.4. Defective or incorrect materials, workmanship, design or specification.
 - 4.1.5. Without prejudice to the provisions of 6.1, the seller's liability on account of defective materials and workmanship shall be limited exclusively to the repair or replacement thereof at the Seller's sole discretion, but the Seller shall nevertheless be excused from all liability unless it has been notified of such defect in writing within fourteen days after the date of the delivery of the goods, whether the defect be patent or latent.
- 4.1.6. Whilst The Seller will replace all or any part of the goods which are defective:
- 4.1.7. The Seller's liability shall be limited to the cost of replacement of the defective goods, and the Seller's decision as to whether or not the goods are defective shall be final and binding.
- 4.1.8. Should any items be short supplied by The Seller and noted in writing on the Proof of Delivery (POD) or Tax Invoice by the Customer, the Seller will be liable for the supply of the replacement parts only.
- 4.1.9. The Seller sells security barriers (burglar bars and safety glass) of merchantable quality which serve as a deterrent only and do not constitute a comprehensive security system.
- 4.1.10. The Seller will not be held liable if appropriate care and maintenance of all Aluminium product procedures have not been followed and documented.

- 4.1.11. The risk in and to the goods shall pass to the Customer on delivery and claims for non-delivery, shortages or damage to the goods shall be made in writing by the Customer within three days after delivery, failing which the Seller will be excused from all liability in respect of such claims.
- 4.1.12. The Customer shall be liable for all costs occasioned by its failure or refusal to take timeous delivery of the goods from the Seller or failure to allow the Seller to install the goods.

5. Veto Aluminium Products

- 5.1.1. All aluminium product specifications are taken as Viewed From the Outside (VFO), are stated as opening sizes and are in millimetres (mm).
- 5.1.2. All The Seller technical drawings supplied by the Seller will depict the actual manufactured sizes which are 10mm smaller than the opening size.
- 5.1.3. Unless otherwise stipulated by the customer in writing all Customer drawings will be treated as opening sizes and manufactured 10mm smaller than the size on the drawing.
- 5.1.4. Despite all Products undergoing a stringent Quality Check prior to delivery, installation puts said product under unique stresses which require a Post-Installation Quality Check by the Customer.
- 5.1.5. All aluminium products need to be regularly maintained and a detailed Care and Maintenance Guide for The seller Products is available from www.vetoaluminium.co.za
- 5.1.6. The Seller products are designed to meet performance standards set by the glass and aluminium industry, and conforms to AAAMSA specifications, and 1/175 Deflection Rule.
- 5.1.7. Glazing of windows is done according to SANS 10400N specifications, which complies with National Building Regulations (NBR).
- 5.1.8. Windows do not come standard with burglar bars. If required, burglar bars will be itemised on your quotation and fitted to the windows at the manufacturing stage.
- 5.1.9. Cylinders for doors are included in the price on your quotation, unless otherwise specified on the quotation.
- 5.1.10. Parliament hinges are not recommended. The Seller will not be held liable for any operational defects on said product.
- 5.1.11. The Seller drawings are dimensioned from the outer-edge of the outer-frame to the opposite outer-edge of the outer-frame, unless it is a running dimension, in which case it will be from the outer-edge of the outer-frame to the middle of the mullion and from the middle of the mullion to the outer-edge of the outer-frame.
- 5.1.12. The exception is if there is a stepped part to a frame, the measurement will then be taken from the outer-edge of the outer-frame to the outer-edge of the section that it connects to.
- 5.1.13. To avoid adhesive residue, all protection tape on The Seller products must be peeled from one corner in a slow and controlled manner.
- 5.1.14. Unless otherwise specified, all Customers measurements will be interpreted as width x height and all The Seller quotations will be depicted as such.

6. Glass

- 6.1.1. Any Cut To Size (CTS) glass which has an overall m² of less than 0.0625 m² will be charged at 0.0625 m².
- 6.1.2. All CTS glass that is out of square or requires processing can only be quoted on presentation of drawings or template supplied by the Customer.
- 6.1.3. The Seller has a +-2mm tolerance on all cutting and processing of glass.
- 6.1.4. Any oil residue left on glass due to the cutting process is the responsibility of the Customer to remove.

- 6.1.5. The Glass Supplier has a universal toughening logo; which will be positioned 25mm (IG Units 40mm) from a corner for rectangular/square pieces and for all shaped items will be placed at the Seller's discretion, unless otherwise requested by the Customer.
- 6.1.6. Toughened Own Glass is done at sole risk to the Customer.
- 6.1.7. Architectural glass without polished edges is agreed to be at the sole risk to the Customer, as this could lead to thermal cracking or breakages during delivery and after installation.
- 6.1.8. Please refer to www.vetoaluminium.co.za for cleaning instructions for Coated Glass products.
- 6.1.9. Unless otherwise specified, all Customers measurements for Directional / Patterned Glass will be interpreted as width x height and all The Seller quotations will be depicted as such. Customers may be requested to provide a sketch for Directional / Patterned Glass.

7. Delivery/Collection

- 7.1.1. If goods are not collected within 30 (Thirty) days from order, the Customer will be charged storage fees. Failure to collect goods within 4 (Four) Months will result in goods being charged in full.
- 7.1.2. All goods are deemed to be free of defects unless advised in writing to the contrary within 24 (twenty four) hours of such goods coming into possession of the Customer.

8. Pricing

- 8.1.1. Please note that The Seller will not pass financial price variance credits on invoices which are older than 30 Days.

9. Credits/ Returns

- 9.1.1. Goods may not be returned for credit unless prior approval has been obtained and The Seller is notified in writing within 24 (twenty four) hours of delivery.
- 9.1.2. Correctly manufactured and supplied products will only be accepted for credit at The Seller management's discretion.
- 9.1.3. Returns, if accepted by the Seller at its sole discretion and upon such terms as it may prescribe, shall be credited in full, less a minimum of 10% (ten percent) as a handling charge, subject to the goods being within their specified shelf life and in a marketable condition and provided further that the Customer shall be liable for all costs of delivery to the Seller's designated premises.

10. Cancellations

- 10.1.1. Any cancellations and changes to existing orders that require processing and/or manufacturing must be done in writing to admin@vetoaluminium.co.za. Unfortunately Customers will be held liable for the full value of the order if production has commenced at the time of the request.
- 10.1.2. The Seller will communicate with the Customer via email if a change or cancellation is possible. The Customer must send a new order to admin@vetoaluminium.co.za to expedite the change from the original order.

11. Communications Customer accounts

Writing: Postnet Suite 4809, Private Bag X82323, Rustenburg, 0300

Telephone (014) 596 6662

Email admin@vetoaluminium.co.za

All orders to be sent to: Email admin@vetoaluminium.co.za or Fax (014) 596 6171

12. Payments

- 12.1.1. Notwithstanding delivery of the goods by the Seller to the Customer, the installation of the goods or the use of the goods after delivery, the

- goods shall remain the property of the Seller until it has received payment in full of the contract price.
- 12.1.2. Notwithstanding the above, the liability for the goods passes to the Customer before off-loading, once the goods arrive at the agreed Customer address
- 12.1.3. The contract price shall be paid in cash, free of exchange, deduction or set-off on due date as indicated on the quotation supplied by The Seller.
- 12.1.4. Methods of Payment Cash Deposit, EFT, *The Seller regret that no cheques, Diners Club, or American Express cards will be accepted.
- 12.1.5. Payment Terms – Goods to be installed by Veto:
- 50% of the quotation amount as a deposit on acceptance of the quotation
 - 40% of the quotation amount prior to the installation of any products
 - 10% of the quotation amount on the completion of the installation
- 12.1.6. Payment Terms – Supply Only by Veto:
- 50% of the quotation amount as a deposit on acceptance of the quotation
 - 50% of the quotation amount prior to the collection of any products
- 12.1.7. The Seller does not offer credit facilities
- 12.1.8. Should the Customer fail to make any payment due in terms of the contract or should either party be in breach of any other material obligation imposed in terms of the contract, and fail to remedy such breach or take positive steps towards remedying such breach within 14 (fourteen) days of written notice of such breach from the other party, then the non-defaulting party shall be entitled to cancel the contract, without prejudice to such other rights as such non-defaulting party may have in terms of this agreement or al law.
- 12.1.9. Payments delayed after the due date for payment shall be subject to interest charges, compounded monthly with effect from the due date of payment at 2,5% per month.
- 12.1.10. The Customer shall be deemed to have ceded to the Seller in *securitatum debiti* the Customer's claims to all amounts owing to the Customer by the third parties to whom the goods may have been on-supplied by or on behalf of the Customer.
- 12.1.11. It is agreed that set-off shall operate automatically as a matter of law at the moment any reciprocal debts between the Seller and the Customer come into existence and independently of the will of the parties and it shall not be necessary for either the Seller or the Customer to specifically raise set-off. Upon the operation of an automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt with retrospective affect.
- 12.1.12. Please note that The Seller will attach any costs incurred in the collection of any outstanding and overdue debts to the Debtors account.
- 12.1.13. A certificate issued under the hand of any director or manager of the Seller reflecting the amount due by the Customer to the Seller at any given time, shall be *prima facie* evidence of the amount due by the Customer to the Seller and such certificate shall be sufficient for judgment, provisional sentence or any other legal proceedings.
- 12.1.14. In the event of action being instituted by the Seller against the Customer, the Customer agrees to pay the legal costs occasioned thereby on an attorney and own client scale including collection commission payable in terms of law.
- 12.1.15. Any promissory notes and/or bills of exchange shall be deemed to have been accepted by the Seller without prejudice to the Seller's claims or rights against the Customer in respect of the original cause of debt and the Customer hereby waives presentment, notice of dishonor and protest in respect of any promissory note or bill of exchange of which it is an endorser, surety or other party and of which the Seller may become the holder.
- 12.1.16. The Customer shall not be discharged from its obligation to pay the contract price until the Seller actually recovers payment in full, notwithstanding the means and method of payment agree upon by the parties.
- 12.1.17. Any latitude or extension of time which may be allowed by the Seller to the Customer in respect of any payment provided for herein or any matter or thing which the Customer is bound to perform or observe in terms hereof shall not under any circumstances be deemed to be a waiver of the seller's rights at any time and without notice to require strict and punctual compliance with each and every provision or term of this agreement.
- 12.1.18. The signature of any employee of the Customer on any official delivery note, invoice, waybill of the Seller or the similar paper of any authorized independent carrier of the Seller shall constitute good and sufficient proof of delivery of the goods to the Customer.
- 12.1.19. The Customer hereby irrevocably and *in rem suam* cedes, pledges, assigns, transfers and makes over unto and in favour of the Seller all its rights, title, interest, claim and demand in and to all claims of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all or any person, company, corporation, firm, partnership, association, syndicate and other legal person whomsoever (Customer's "debtors") without exception as continuing covering security for the payment of every sum of money which may now or at any time hereafter become owing by the Customer to the Seller from whatsoever cause or causes arising and the due performance of every other obligation howsoever arising which the Customer may be or become bound to perform in favour of the Seller.
- 12.1.20. All Payment notifications must be sent to admin@vetoaluminium.co.za together with the Customer account number, invoice or quote number.
- 13. Bank Details/Account Name**
- Veto Aluminium
- Standard Bank
- Account No: 200 636 650
- Branch No: 052 646