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PO Box 268, Benoni, 1500, Republic of South Africa

AGREEMENT: ACCEPTANCE OF QUOTATION

TERMS AND CONDITIONS

1. **DEFINITIONS AND INTERPRETATION**

- a. The “client” shall mean any signatory or any authorised person/s placing an order with Shereno Printers CC, acting or purporting to act on their own or any person or entity doing business with Shereno Printers CC.
- b. The Close Corporation/supplier shall mean Shereno Printers CC.
- c. Headings are for purposes of identification only and shall not limit or otherwise.
- d. These terms and conditions shall apply in respect of each and every contract for the sale or provision of goods and/or services and/or the undertaking of projects by the close corporation, unless specifically otherwise agreed between the parties in writing.
- e. “Goods” shall be those goods to be supplied by the supplier as specified in the supplier’s quotation or in a contract;
- f. “Quotation” shall mean a written quotation or tender by the supplier for the supply of the goods and/or services and/or the undertaking of projects;
- g. “Services” shall be those services to be supplied by the supplier as specified in the supplier’s quotation or in a contract;
- h. No variation of these terms and conditions shall apply, either at the time the client’s order is accepted or at any time afterwards, unless the variation in question is expressly agreed to in writing and signed by an authorised representative of the close corporation.

2. **GENERAL**

- a. Before the commencement of the services the Supplier shall submit to the Client a quotation which shall specify the goods and services to be supplied and the price payable. The Client shall notify the Supplier immediately if the Client does not agree with the contents of the quotation. All quotations shall be subject to these Terms and Conditions.
- b. The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but shall not be responsible for delays from third parties or the Client which delays the performance of any services.
- c. The Supplier will seek the Client’s permission to actively promote or publicise any project for marketing or sales activities.
- d. The Client agrees that neither the Supplier nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Client.
- e. In the event of the Client being unable or unwilling to view and accept final proofs, the client will be liable for the cost of the work produced. Any proof sent to the client may be deemed correct unless otherwise indicated by the client in writing within 24 hours of such proof being sent.
- f. The supplier reserves the right to withhold production of any material it deems unsuitable or unlawful, in its sole discretion. The supplier reserves the right to reject any material it deems untruthful, objectionable, illegal or in conflict with fair business practices. The client remains liable for the cost of work produced in the event of the supplier exercising these rights.

- g. The Client is not entitled to set off any amount due to the client by the supplier against its indebtedness to the supplier.

3. QUOTATIONS AND ORDERS

- a. The Client by signing the attached quotation is deemed to have read, understood and accepted the terms and conditions of sale as set herein.
- b. A quotation provided by the supplier to a client shall remain valid, and unless withdrawn prior to acceptance, shall be capable of acceptance within the period stated therein, or where no period is stated, for a period of thirty (30) days as calculated from the date of the quotation.
- c. Where quotations are subject to international exchange rates, any variation and/or increase in price will be for the clients account.
- d. Terms and conditions referred to in a client's order will not bind the Close Corporation in any way whatsoever unless they are specifically incorporated as part of these terms and conditions and attached hereto duly signed by a member of the Close Corporation and for or on behalf of the client.
- e. Where a client has approved a quotation, such quotation must be signed and faxed/e-mailed to Shereno Printers CC before the commencement of any work.
- f. Unless otherwise stated, quotation and budget prices are estimates only and shall not bind the supplier.

4. PRICE AND PAYMENT

- a. The price for the supply of goods and services are as set out in the quotation.
- b. Final payment will be due no later than 30 days after the start of the project, unless otherwise stated. The Client agrees that interest shall be payable to the Supplier in accordance with the legal rate for overdue amounts owing to the supplier as set out in the prescribed rate of interest act on any amount in arrears, and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order. In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the goods and services are supplied.
- c. Prices exclude postage or delivery unless otherwise stated.
- d. Where the Client has more than one invoice outstanding, any payment made by the client to the supplier shall be allocated to the oldest outstanding invoice unless specifically agreed to in writing by the Supplier.
- e. Unless otherwise agreed, all prices are quoted in South African Rand.
- f. In the event of alternative currency being agreed between the supplier and the client the supplier reserves the right to apply an exchange rate fluctuation charge appropriate to the rate of exchange ruling on the date of payment by the client as opposed to the rate prevailing at the date of the supplier's quotation and also a handling charge in respect of any expenses to which they are put in converting the alternative currency to South African Rand.
- g. All prices quoted and accepted ,may be increased by the supplier serving written notice of increase on the client in any of the following circumstances:
 - i) When the delivery date quoted is longer than 6 months from the date of the quotation the supplier may increase the price to the extent that labour, material or other direct costs increase during the period between quotation and delivery provided that the contract price shall not be increased by more than 5%
 - ii) Whatever the period quoted for delivery, if any alteration to the specification, services to be rendered, delivery method, packing or insurance, is made at the request of the client, to the extent that such alteration would have given rise to an increase in the quoted contract price, it had been allowed for, the supplier may adjust the original quoted price accordingly.
- h. Where a project is abandoned, stalled or cancelled by the client for a period of longer than the next 30 days such project will be invoiced for all outstanding billable amounts and will be considered abandoned. In the case of an abandoned project, all outstanding amounts will become payable immediately.
- i. In cases where the client re-activates an abandoned project, such project will be considered a new project and will be quoted accordingly.

5. VALUE ADDED TAX

The supplier shall be entitled to charge an amount for V.A.T. payable on all goods quoted for and supplied.

6. OUTSTANDING ACCOUNTS

An account will be defined as outstanding after a lapsed time of 28 days from date of invoice.

7. DELIVERY

- a. The date of delivery specified by the supplier is an estimate only. The Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of goods.
- b. All risk in the goods shall pass to the client upon delivery, evidenced by a signed "Delivery Note".

8. OWNERSHIP

Ownership shall not pass to the client until Shereno Printers CC has received payment of the full contract price.

9. JURISDICTION AND LITIGATION

- a. This agreement shall be governed by and construed in accordance with South African Law.
- b. If the client is a resident of or carries on business in the Republic of South Africa then the supplier shall be entitled to institute proceedings against the client in any Magistrate's Court having jurisdiction over the client even if the cause of action in question otherwise exceeds the jurisdiction of the court.
- c. If the client is not a resident of and does not carry on business in the Republic of South Africa, then the client consents and submits to the jurisdiction of the High Court, Johannesburg, and all Courts of Appeal therefrom for all purposes.
- d. A certificate under the hand of any manager/member of Shereno Printers CC in respect of any indebtedness of the client to the supplier or in respect of any other fact, matter or thing, including, without limitation, that goods were delivered or services rendered, shall be prima facie evidence of the client's indebtedness to the company and prima facie evidence of the delivery of such goods or rendering of such services.
- e. Should either party commit a breach of any provision of this agreement and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party requiring it to do so, then the party aggrieved by such breach shall be entitled, without prejudice to its other rights at law, to claim specific performance of all the defaulting party's obligations, whether or not such obligations would otherwise have fallen due for performance or to claim cancellation of this contract, in either event without prejudice to its rights to claim damages, and who shall be entitled to claim payment of any legal costs incurred from the other party on an attorney and client scale.
- f. In the event of the supplier taking legal action against the client because of a breach by the client of its obligations to the company including, without limitation, its failure to pay any account, the client shall pay for all legal costs incurred by the supplier on the scale as between attorney and own client including, without limitation, collection fees, tracing agents' fees, valuation fees and fees of counsel as of brief.
- g. The client agrees that the Supplier will not be required to furnish security in terms of Rule 62 of the Magistrates Court Rules or in terms of Rule 47 of the Supreme Court Act 59 of 1959, as amended.
- h. The client expressly agrees that any debt owed to the Supplier by the Client shall become prescribed only after the passing of a period of ten years from the date the debt falls due.
- i. The Supplier is entitled to exercise a lien over any of the client's property in its possession until all outstanding debts have been paid.
- j. In the event that these conditions are annexed or attached to, or incorporated by reference, in a document in which the client's physical address or addresses are reflected, then the client agrees to accept delivery of any notice or service of any court process or other documentation, including notifications in terms of the National Credit Act, at such address or any such addresses.

10. FORCE MAJEURE

- a. Neither party will be liable to the other for any failure, delay or default in the performance of its obligations under this agreement, if and to the extent that such failure, delay or default is caused by *vis major* including, (without detracting from any other events covered by the rules and principles relating to *vis major*), *casus fortuitous*, acts of God, strikes, lock-out, fire, riot, flood, drought, states of emergency), inability to secure power or materials or supplies, embargoes, export control, international restrictions, shortage of transport facilities, any order of any international authority, any requirements of any authority or other competent local authority, war (whether declared or not), civil disturbance, any circumstances beyond its reasonable control, Court order, or failures, shortages, interruptions or fluctuations in electrical power, water supply or communications (collectively, "Circumstances of *Vis Major*").

- b. On the occurrence of any circumstances of *vis Major*, the party disabled thereby shall;
 - i) As soon as reasonably possible, notify the other party thereof by whichever means available and if possible thereafter, confirm the notification in writing;
 - ii) Be released from further performance or observance of its obligations so affected for so long as such Circumstances of *Vis Major* prevail;
 - iii) Continue to endeavour to re-commence performance or observance whenever and to whatever extent reasonably possible without delay; and
 - iv) Co-operate with the other party in implementing such contingency measures as the other party may reasonably require, until the circumstances of *Vis Major* cease.
- c. Should the Circumstances of *Vis Major* continue or be likely to continue for any unreasonable long time, having regard to the nature of the affected obligation or obligations and the surrounding circumstances, then either party shall be entitled to terminate this agreement by giving written notice to the other party to that effect, subject to any other provisions contained in this agreement dealing with rights and obligations arising from termination, including but not limited to the payment of cancellation fees.

11. CREDIT INFORMATION

- a. The client agrees that the information provided by it to the company may be utilised by the company to conduct a credit assessment or affordability assessment in respect of the client.
- b. The company has the client's consent to request and to obtain from any third party including, without limitation, any credit bureau, or any credit provider, information relevant to the conduct of a credit assessment or affordability assessment in respect of the client or to the tracing of the client.
- c. The company has the client's consent to furnish consumer credit information concerning the client, to any third party including, without limitation, any credit bureau or credit provider.

12. SURETYSHIP

- a. The signatory hereby binds himself in his personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner, Partner, or Proprietor, as Surety and Co-principal Debtor, jointly and severally for the full amount due by the client to the Supplier and agrees that this agreement will apply in the exact same way to him.

13. CESSION

- a. The Client hereby cedes and assigns unto and in favour of the Supplier all its rights, title, and interest in and to all debts which are now, or which may in future, become owing to it by any party or parties as security for the payment by it of all amounts which are now or may from time to time in the future, become owing by it to the Supplier from any case of indebtedness howsoever arising. The client agrees that on request by the Supplier, it shall be obliged to hand over to the Supplier all books of account, contracts, invoices, and documents, and the like, which it may require for the purpose of ascertaining the amounts due to it and for the purposes of the recovery of payment.
- b. If any products supplied to the Client are of a generic nature and have become the property of the Client by operation of law (confusion or commixtio i.e. mingling and mixing), the Client shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of products in ownership to the supplier.
- c. The Client or any agent acting on its behalf, on whose behalf or at whose instance any services are rendered hereby indemnifies the Supplier and all of its employees against any liability which the Supplier may incur to any other person as a result of the productions of any material.

14. CANCELLATION:

- a. The supplier may cancel a contract, or any uncompleted part of it, if the client:
 - i) Commits a breach of any of the terms or conditions of the contract; or
 - ii) Being an individual, dies or is provisionally or finally sequestrated or surrenders his estate; or
 - iii) Being a partnership, the partnership is terminated; or
 - iv) Being a company, is placed under provisional or final order of liquidation or judicial management; or
 - v) Compromises or attempts to compromise generally with the client's creditors.
- b. The supplier's rights in terms of clause i) above shall not be exhaustive and shall be in addition to its other rights under this document or otherwise.

- c. No relaxation which Shereno Printers CC may permit on any one or more occasion in regard to any of the client's obligations shall prejudice or be regarded as a waiver of the supplier's rights to enforce those obligations on any subsequent occasion.
- d. Upon the cancellation/termination of a contract for any reason whatsoever:
 - i) All amounts then owed by the client to the supplier whether under the contract or otherwise shall become due and payable forthwith;
 - ii) The supplier may retake possession of any components sold where ownership has not passed.

15. NOTICES

Any notice to be given by either party to the other may be served by e-mail, fax, personal service or by post to the address of the other party given in the quotation or such other address as such party may from time to time have communicated to the other in writing, and if sent by e-mail shall unless the contrary is proved, be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error-free transmission report, if given by letter, shall be deemed to have been served at the time at which the letter was delivered personally, or if sent by post shall be deemed to have been delivered in the ordinary course of post.

I/we the undersigned, in my/our capacity(ies) or as the duly authorised agent of the applicant, do hereby declare that the information furnished above is true and correct in every aspect. I/we acknowledge that I/we have read, agree and irrevocably accept and understand the Standard Terms and Conditions of this agreement.

Signed at _____ this _____ day of _____ 20_____.

FULL NAMES:

O.B.O

COMPANY/ORGANISATION _____

CAPACITY: _____

WITNESSES:

1. _____

2. _____