



## TERMS AND CONDITIONS OF SALE OF ELEGANT PLASTICS DISPLAYS CC

### 1. SOLE AGREEMENT

The terms and conditions of this agreement are the only terms and conditions of this agreement and no other term or condition shall be of any force and effect unless contained in writing and signed by both parties to this agreement.

### 2. DEPOSIT ON PLACING AN ORDER

Once the customer has been provided with a quote for the item to be ordered an amount equal to 50% (fifty per cent) shall be paid.

### 3. PROCEDURE ONCE ORDER PLACED.

The attention of the customer is drawn to the following:

- a. Once the deposit is paid by the customer Elegant Plastics will order the raw material from its supplier. Elegant Plastics will not place the order until such time as the customer provides an order form by signing the quotation or by email or fax setting out the customer's instructions and specifications.
- b. Elegant Plastics will then manufacture the item according to the client's instructions and specifications.
- c. The customer understands that he/she/it will have no right to cancel the order if work has already begun on the item, or the item to be supplied has been partially manufactured or assembled, been altered, cut, affixed, attached joined or combined etc. with any other item.
- d. Notwithstanding the provisions of paragraph c above, in the event of the customer cancelling the order before any work has begun on the item to be manufactured, then in such event the order may be cancelled subject to the customer paying a reasonable cancellation fee having regard to the nature of the order, the length of notice of cancellation before delivery, the reasonable potential to find alternative clients for the order and the reason for cancellation..."
- e. The balance of the order shall be paid before collection OR before delivery by Electronic Transfer or by Cash to bank account details provided by EPD.
- f. A proof of payment to be emailed or faxed prior to collection or delivery.

Initial: \_\_\_\_\_

UNITS 8, 9 & 10  
LUXMI INDUSTRIAL PARK  
CNR. MASLOMONEY & EBRAHIM ROAD  
ATHLONE INDUSTRIA 2  
7764  
T : 021 692 4430  
F : 086 243 6953  
E: info@elegantplastics.co.za

PERSPEX RETAIL DISPLAY PRODUCTS, LASER CUTTING AND SIGNAGE.  
MANAGING MEMBERS : T.F PASS, A.M. PASS & A.C. PASS



#### 4. PROCEDURE ON DELIVERY OF GOODS

The customer and Elegant Plastics herewith agree that:

1. that Elegant Plastics is not responsible to deliver any goods to the customer;
2. where the customer has requested delivery of the goods it will be done at the specified time, place and date agreed upon or otherwise within such reasonable period as may agreed upon after conclusion of the contract;
3. The costs of delivery will be for the account of the customer.
4. The customer will have the right to examine the goods ordered to see whether it complies in all material respects and characteristics with the order placed by the customer.

#### 5. RIGHT TO RETURN GOODS

Please choose carefully. We do not normally give refunds if you simply change your mind or make the wrong decision. You can choose between are found, exchange or repair, where goods as defective within the warranty period or within 10 business days the product are wrongly described, different from the sample shown to you or the goods provided in terms of the Quotation or do not perform. If the product are installed, affixed amended we will not accept a return of the product, unless defective. We may charge a handling fee if the return is accepted by management.

#### 6. OWNERSHIP

Notwithstanding anything to the contrary contained herein, ownership of the items/goods shall remain vested with Elegant Plastics until such time as paid for in full.

#### 7. NOTICES

The parties agree that the address as reflected on the first page of the agreement is the address to which notices, letters or summonses may be sent and served.

#### 8. WAIVER OF RIGHT

In the event of Elegant Plastics indulging the customer for whatever reason as regards performance by the customer herein, it shall not amount to a waiver of its rights.

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elegant plastics displays

REG. NO.: 2002/081798/23  
VAT NO.: 4250205145  
B-BBEE LEVEL 1 CONTRIBUTOR

#### 9. BREACH

Should the customer not pay the 50% deposit required then in such event this agreement shall lapse and be of no force and effect. In the event of the deposit having been paid, the item having been manufactured; and the Customer having failed to pay the outstanding amount within 20 (twenty) days after the date of posting or delivery by hand of a written notice enquiring the customer to make such payment or remedy such breach, then Elegant Plastics shall be entitled at option to cancel the agreement and claim such damages as the Seller may have suffered and, pending the determination thereof, retain all amounts paid on account.

#### WARRANTY

The company shall within (minimum six months) after delivery of new goods, repair or replace failed, unsafe or defective goods or refund the customer the price paid by the customer at the election of the customer. The aforesaid warranty is subject thereto that the goods supplied by the company have not been altered contrary to any instruction of the company after leaving the company's control, has not been exposed to abuse or exposed to use other than what the product was manufactured for. Any claim for defective goods must be submitted to the company in writing. Goods may not be sent back without authorization.

#### INDEMNITY

I, the undersigned, acknowledge the risk involved in the activity and hereby indemnify the supplier against claims for harm/damage cause to me/property due to reasons beyond the reasonable control or unintentional act of any person, whether or not in the employ of the supplier. This will include loss or damage caused as a result of fire or theft, or any economical lost pertaining to the harm/damage caused.

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10. JURISDICTION

The parties hereto agree that, notwithstanding the amount involved exceeding the jurisdiction of the Magistrate Court, any dispute arising from this agreement may be referred to the Magistrates Court having jurisdiction herein..

I, the undersigned, duly authorized do herewith acknowledge that:

I have read and understood this entire contract and;

That I signed it without any influence being exerted on me.

DATED AT: .....THIS: .....DAY OF: .....2013.

PRINT NAME OF CUSTOMER: .....

CUSTOMER SIGNATURE:

WITNESS:

1. \_\_\_\_\_

1. \_\_\_\_\_

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