



Acumate General Terms & Services

1. The customer agrees that (a) this contract represents the entire agreement between Acumate (hereafter called the “organization”) and that no alterations or additions to this contract may be affected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of the Organization; (b) that this agreement will govern all future contractual relationships between the parties, and (c) is applicable to all existing debts between this parties.

2. The Customer hereby acknowledges that he/she read and understood each term of this agreement and accepts them as binding.

3. The Customer warrants that the signatory on the reverse side has been duly authorized to contract on its behalf.

4. The signatory hereby bids himself/herself in his/her personal capacity as co-debtor in solidium for the full amount due to the Organization and agrees that these Standard Conditions will apply mutates mutandis to him/her.

5 The Customer acknowledges that no representations were made by the Organization in regard to the goods or services or any of its qualities leading up to the contract.

5.1 The Customer agrees that neither the Organization nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

6. The quotes will remain valid for a period of 7 days from the date of the quote. The validity of any price quoted is subject to any increases in the cost price of the Organization before dispatch of goods.

6.1 The Customer hereby confirms that the goods and services on the invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance/delivery has already taken place that the services and goods were inspected and conform to the quality and quantity ordered.

6.2 Any delivery note (copy or original) signed by the Customer and held by the Organization shall be conclusive proof that deliver was made to the Customer.

6.3 All orders, whether oral or in writing, will be binding and subject to these Standard Conditions of Agreement and may not be cancelled.

6.4 The Organization shall be entitled in its sole discretion to split the delivery of the goods ordered in the quantities and on the dates it decides.

6.5 The Organization shall be entitled to invoice each delivery actually made separately.

6.6 The risk of damage to or destruction of goods passes to the Customer on dispatch of the goods.

6.7 In the case of repairs undertaken by the Organization, repair times given are merely estimates and are not binding on the Organization.

6.8 All goods taken on an approval basis by the Customer is deemed sold if not returned within 30 days of issue. If the Organization agrees to engage a third party to transport the goods, the Organization is hereby authorized to engage a third party of the Customer's behalf and on the terms deemed fit by the Organization.

7. In the event of goods that are defective, the rights of the Customer are limited to the factory guarantee of the goods supplied. To be valid, guarantee claims must be supported by the original Tax Invoice and the undamaged packaging of the goods. All guarantees are null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than the

Organization. Under no circumstances will the Organization be liable for damage arising from misuse or abuse of the goods.

7.1 Liability under Clause 7. is restricted to the cost of repair or replacement of faulty goods or services or granting of credit at the sole discretion of the Organization. It is the duty of the Customer to return any defective goods to the premises of the Organization at his/her own cost.

7.2 Any item delivered to the Organization will form the object of a pledge in favor of the Organization for present and past debts.

8. Under no circumstances will the Organization be liable for consequential damages.

9. No claim under this contact will arise unless the Customer has given the Organization 30 day's written notice by prepaid post to rectify any defect or breach of contract.

10. The Customer agrees to pay the amount on the invoice at the offices of the Organization (a) cash on order; (b) if the Customer is an approved Customer, within 30 days after an invoice is issued by the Organization.

11. The Customer has no right to withhold payment for any reason whatsoever.

11.1 The Customer is not entitled to set off any amount due to the Customer by the Organization against this debt.

11.2 The Customer hereby agrees that any item handed in for repair may be sold by the Organization to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.

12. The Customer agrees that if an account is not settled in full (a) against order, or (b) within the period agreed to in Clause 10 above in the case of Approved Customer, the Organization is (i) entitled to immediately institute action against the Customer at the sole expense of the Customer, or (ii) to cancel the agreement and take possession of any goods delivered to the Customer and claim damages.

13. The Customer agrees that the amount due and payable to the Organization shall be determined and proven by a certificate issued by the Organization and signed on its behalf by a duly authorized person, which authority need to be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

14. The Customer agrees that interest shall be payable on any monies due to the Organization at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due. In the case of late payment interest shall be calculated from the date of order.

15. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods will be deemed to be the value placed on them by any sworn valuator after such possession and such calculation will be conclusive proof of the value.

15.1 The Customer indemnifies the Organization completely against any damage whatsoever relating to the removal of repossessed goods.

16. All goods supplied by the Organization remain the property of the Organization until such goods have been fully paid for. The Customer is not entitled to sell any goods unpaid for without the prior written consent of the Organization.

17. The Customer shall be liable to the Organization for all legal expenses (including collection fees) on the attorney-and-client scale of an attorney and counsel incurred by the Organization in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.

17.1 The Customer shall pay one thousand five hundred rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.

17.2 The Customer agrees that the Organization will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts.

18. The Customer agrees that no indulgence whatsoever by the Organization will affect the terms of this agreement or any of the rights of the Organization and such indulgence shall not constitute a waiver by the Organization in respect of any of its rights herein. Under no circumstances will the Organization be stopped from exercising any of its rights in terms of this contract.

19. The Organization shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion.

20. Any document will be deemed duly presented to the Customer within (i) 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer.

20.1 The Customer chooses domicilium citandi et executandi the business address or the physical addresses of any director (in the case of a company), member (in the case of close corporations) or of the owner(s) or partner(s).

21. The Customer agrees to the standard rates of the Organization for any goods or services rendered which rates may be obtained on request.

22. The invalidity of any part of this contract will not affect the validity of any other part.



**ACUMATE
SOLUTIONS**

23. Any order is subject to cancellation by the Organization due to force majeure from any cause beyond the control of the Organization; including (without restricting this clause to these instances): inability to secure materials, labour, power, or supplies, or by reason of an act of God, war civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, flood, fire, drought or legislation.

24. This contract becomes final and binding on receipt of the acceptance by the Organization at its business address.

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