



REGAL DISTRIBUTORS SA (PTY) LTD

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STANDARD TERMS AND CONDITIONS OF SALE

INTRODUCTION

I/We, (hereinafter below referred to as “the customer”) apply for incidental credit facilities to be granted to me/us by Regal Distributors SA (Pty) Ltd (hereinafter below referred to as “Regal”) in respect of goods to be supplied and/or services to be Rendered, upon the following terms and conditions:

Notwithstanding the grant of incidental credit facilities to me/us, Regal shall be entitled at any time, and in Regal’s sole discretion to withhold such facilities and require repayment for any account.

I/We authorise Regal to conduct a credit search on my/our credit profile with one or more of the registered credit bureaus, when assessing my/our application for credit, to monitor my/our payment behaviour, to use new information and data obtained from a credit bureau in respect of my/our application and/or future applications for credit, to record the existence of my/our account with a credit bureau, to record and transmit details of how the I/We have performed and how the account is conducted by me/us in meeting our obligations on the account.

In the event of any default by me/us of any provisions of this agreement, I/We hereby consent and authorise Regal to furnish the name, credit record and repayment history of me/us to any credit bureau as a defaulting debtor.

I/We undertake to be bound by all the terms and conditions as contained herein, which I/We warrant that we have read and understood and consider the same to be binding on me/us.

OWNERSHIP AND RISK

1. The risk in and to any goods purchased from Regal shall pass to and vest in the customer from the time the goods are signed for and/or, immediately upon delivery to the customer or to the address nominated by the customer for delivery as set out on the reverse side of this document. In the case of delivery by any other party including delivery by freight, liability for the goods passes to the customer at the time the goods leave Regal. The customer further acknowledges that unless it notifies Regal within 10 days of delivery in writing of any defect, it acknowledges that the goods were delivered in good condition.
2. Ownership in all goods purchased by the customer shall remain vested in Regal until all amounts due and owing have been paid in full and Regal may retake possession of any goods in which ownership has not passed of which payment is overdue.

DELIVERY

3. Delivery shall be effected at the customer’s nominated address, which address is recorded hereunder.

4. The customer acknowledges that he/she may inspect the goods that are to be delivered to him/her in terms of this agreement. The customer further acknowledges that should he/she fail to inspect the goods, signature of

the delivery note accompanying the goods constitutes an acknowledgment by the customer that the goods have been delivered, inspected, and received by the customer in good condition.

5. In the event of Regal being unable to effect a delivery to the customer at the address nominated due to any fault of the customer, the customer shall be liable to pay all reasonable costs occasioned in connection with the attempted delivery.
6. The delivery dates agreed to are given in good faith and all reasonable effort will be made to comply with them. In the event that delivery cannot take place at the agreed time, the customer and Regal shall agree to a reasonable extended time period.
7. In the event that delivery does not take place at the agreed time and location the customer shall have the option to accept the goods at an alternative location to be agreed upon or to terminate the agreement. The customer acknowledges that should delivery not take place as agreed due to any of his actions, then Regal shall have the right to enforce the terms of this agreement.
8. In the event of the customer failing to take immediate delivery of the goods purchased, the goods will be stored by Regal for a maximum period of two weeks from the date which appears on the invoice / cash slip where after storage will be charged at the rate of 1% of the value of the goods invoiced for every day. Regal reserves the right to resell the goods in order to defray costs, should the goods not be collected from Regal within 120 days of purchase.

EXCLUSION OF LOSS, LIABILITY AND WARRANTIES

9. Regal shall not be liable for any loss or damage by reason of the non-delivery of goods or for any delay in executing delivery caused by forced majeure, acts of God, war, riots, civil commotion, strikes, lock outs, restrictions by Government and without in any way being limited by the foregoing generally by any other cause beyond the control of the company.
10. Regal shall not be liable to the customer or any third party for any damages suffered by the customer or any third party whether general, special, incidental or consequential damages of any nature whatsoever arising out of the use of any of the goods purchased or any defects thereto where the said defect causing damage did not exist in the goods at the time it was supplied by Regal to the customer.
11. The customer warrants and represents that it hereby indemnifies Regal against all liability and any claims whatsoever by any person whatsoever for:
 - 11.1 Any loss or damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out fully or in part thereof any instructions given to it for any other consequential loss howsoever arising.
 - 11.2 All legal costs arising out of any dispute in terms of this agreement will be determined and claimed on the scale as between attorney and own client.
12. The customer agrees that any equipment sold to them carries a warranty against defective components and manufacturing for a period of twelve months after delivery and that such warranty is valid only if the customer has properly operated, maintained and serviced the equipment. The customer agrees that Regal's liability shall be strictly limited to the replacement or repair of any equipment at Regal's discretion for any goods or equipment returned after six months from the date of delivery.
13. The customer acknowledges and understands that after delivery, the goods shall have left the control of Regal, and that he/she shall be responsible for the unpacking of and connection/installation of the goods. The customer acknowledges that it is his/her further responsibility to ensure that a fully qualified and fully trained technician must be used in order to install the goods to ensure their effective operation. Failure by the customer to ensure the installation of the goods, as instructed by Regal, by a fully trained and qualified technician, may result in the failure of the goods, injury, loss or damages to the customer.

Accordingly, and in this event, Regal accepts no responsibility for any loss or damages that might arise by reason of death or personal injury to any person engaged in the installation or use of the goods thereafter and subject to the provisions of the Consumer Protection Act 68 of 2008.

14. All manufacturers standard warranty terms and conditions will apply, notwithstanding the fact that any goods or components purchased may purport to include certain limited warranties as given by the manufacturer of such goods or components.
15. In the event of the customer requiring Regal to collect any goods, the customer shall be liable for the reasonable costs associated to such collection.

PAYMENT AND PRICING

16. The customer shall not be entitled under any circumstances to withhold payment for any goods purchased.
17. Payment terms are strictly C.O.D (cash on delivery)/upfront payment for all goods purchased on a cash sale basis. Payment terms for goods purchased on credit/account in accordance with the terms and conditions of Regal's credit application are strictly 7, 14 or 30 days reckoned from date of statement, as determined by Regal.
18. The customer agrees to pay interest on all overdue accounts at the rate of 2% (two percent) per month on all overdue amounts.
19. Any discount offered or allowed by Regal to the customer is always subject to payment within 30 days of statement or as otherwise determined by Regal, failing which any discount received falls away.
20. All prices are subject to change by Regal should there be any legitimate error made by any Employee, agent, servant of Regal in relation to any price quoted to the customer, the customer shall be notified of any price changes.
21. Regal accepts payment by way of cash, credit card, debit card, cheque expressed payable to Regal and electronic funds transfers/deposits into Regal's nominated bank account. All cheque payments must have cleared prior to collection/delivery of goods. An allowance of 14 calendar days is required for normal cheque clearance and no goods will be released by Regal unless full payment in respect thereof has been cleared.

RETURNS AND REFUNDS

22. All and any returns and/or refunds shall be determined strictly with the terms and conditions as contained herein.
23. No exchange, credit or refund will be done without the original invoice being presented to Regal.
24. Goods returned for credit or refund must be returned in the original condition and original packaging and are to be returned within 10 days of delivery. All goods returned that are repackaged in the original packaging are subject to a reasonable handling fee in respect of any consumption or depletion thereof. The customer acknowledges that the right to return the goods shall be limited to Regal's discretion, in the event that the goods are partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property."
25. It is further agreed that no goods will be accepted for return/exchange and/or refund by Regal after the lapse of six months days from date of purchase.
26. All electronic goods will be tested before any exchange, credit or refund will be issued.
27. Regal will not be held liable for any loss or costs incurred due to the failure of a product once installed or for any damages suffered by the customer or a third party due the malfunction of products purchased. Where the product has been materially altered or has been used contrary to any instructions given by Regal.
28. Any damage caused by abuse, misuse, unauthorized modifications, incorrect installation, insect infestation, liquid lightening, power surges, any acts of god or forced majeure or tampering will not be covered by Regal.
29. All faulty goods returned within six months of purchase by the consumer will be refunded, replaced or repaired at the customer's election.

30. Regal reserves the right to refuse any warranty claim if the damage is caused by any factors beyond the specifications or performance levels of the product.
31. A repair or exchange of a product within the warranty period will carry a further warranty period of three months, such repair, however will not extend the duration of the original warranty period.
32. In the event that external repairs are necessary, Regal will offer a warranty of repair for an equivalent period to that of the supplier.
33. Repairs conducted by Regal's repair department will carry a 3 month warranty on that specific repair. Any other faults occurring will be treated as a separate repair.
34. Repaired items will not be released to the customer until any payment due in respect thereof has been received.
35. Regal reserves its rights to charge a handling fee of up to 10% of invoice value on any items that are received for repair that are found to be free of fault or defect, or where reports beyond that of the job card are requested.
36. Regal reserves its rights to sell/resell all repaired goods which are not collected within 120 days of repair, in order to defray costs.
37. In the event that Regal does not have stock of goods which have been purchased, then Regal shall procure the same or similar goods from an alternative source at the same price subject to the customer's consent. Regal shall not be liable for shortage of stock in circumstances that are beyond the control of Regal.

DEFAULT AND BREACH

38. If the customer fails to perform any of its obligations when due, Regal may decline to accept further orders or make further deliveries to the customer or may revoke and/or withdraw and/or suspend and/or cancel and/or close the customer's credit facility/account at any time and any future purchases shall be on terms and conditions as determined by Regal in its absolute and sole discretion.
39. Should the customer default in making payment of any overdue amounts owing, Regal shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding on the account be paid, notwithstanding that a portion of the amount would not be owing in accordance with the agreed terms of payment.
40. In the event of Regal having to institute any legal proceedings against the customer for breach, repudiation, specific performance or for any other reason whatsoever in terms hereof, the customer undertakes and agrees to pay the company's legal costs on scale as between Attorney and own Client, including collection commission, tracing charges and any other charges incurred by Regal in enforcing its rights in terms hereof.
41. Any dispute arising in terms of this agreement may be referred to arbitration in accordance with the rules of the Arbitration Foundation of South Africa or to the Consumer Commission which may have jurisdiction in terms of this agreement, or directly to a court having the requisite jurisdiction.

GENERAL

42. The customer chooses *domicilium citandi et executandi* ("chosen address for service of all correspondence, notices and legal process") at the address set out by the customer on the face and/or reverse side hereof. The customer agrees to notify Regal in writing with seven (7) days of any change of address.
43. It is agreed that these standard terms and conditions of sale shall be governed by the laws of the Republic of South Africa.
44. No addition to, variation or cancellation of these standard terms and conditions of sale shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, the customer agrees that any term or condition which may on any order, written or verbal and which is at variance with the terms of

this agreement, shall be of no force or effect unless incorporated in a document signed by a director of Regal and the customer and which has been prepared specifically for the purpose of varying the terms of these conditions.

45. The customer hereby consents in terms of Section 45 of the Magistrates court Act No 1944, as amended, to the jurisdiction of the Magistrates Court in respect of any action instituted against the customer by the company. It shall nevertheless be entirely within the discretion of Regal as to whether to proceed against the customer in such court or any other court of competent jurisdiction.
46. Any relaxation or indulgence which Regal may show or allow to the customer shall operate only in respect of the issue in which it was given and shall in no way constitute a novation or waiver or estoppel against or by Regal or in any way prejudice Regal in respect of its rights against the customer.
47. No terms, warranties or representations other than :
 - 47.1 those expressly contained in this document; or
 - 47.2 reduced to writing and signed on behalf of both Regal and the customer; or
 - 47.3 incorporated in Regal's standard terms and conditions of sale from time to time

will be of any force or effect as between the parties. The customer acknowledges that it has not relied on any warranties or representations made by Regal in influencing its decision to contract with Regal.

CONDITIONS APPLICABLE TO THE GRANTING OF CREDIT

1. The undersigned does hereby warrant that the above information is true and correct. Furthermore, that the undersigned is duly authorised to complete and sign this form on behalf of the applicant.
2. The undersigned warrants that the Directors/Partners/Proprietor/Members have never been insolvent or associated with any other business failure, which has not been declared on this application form.
3. It is also agreed that Regal may use any means to verify the information contained in this document.
4. It is agreed that the undersigned, being duly authorised to represent the applicant, accepts the terms and conditions of this document, as amended from time to time.