

1. TERMS AND CONDITIONS

1.1 SAXON COMMODITIES T/A CUSTOM BLINDS / AFFILIATES AND TRADEMARKS (hereafter referred to as CUSTOM GROUP) shall not be bound by any terms and conditions of purchase of the Customer. Failure by CUSTOM GROUP to object to any terms and conditions of purchase set by the Customer shall in no event be construed as an acceptance of any terms and conditions of purchase of the Customer. Neither commencement of performance nor KUSTOM GROUP delivery of the Goods shall be deemed or constituted as acceptance of any of the Customer's terms and conditions of purchase.

1.2 These Conditions of Sale may only be varied or waived by a duly executed written agreement between CUSTOM GROUP and the Customer.

1.3 CUSTOM GROUP shall notify the Customer of any proposed amendments to these Conditions of Sale. The amended Conditions of Sale shall apply to transactions between CUSTOM GROUP and the Customer concluded after acceptance thereof by the Customer as envisaged in clause 2.3.

2. QUOTATIONS AND ORDERS

2. CUSTOM GROUP shall prepare a quotation for the supply and/or installation of special order goods ("quotation") containing details and specifications relating to the Goods to be supplied together with any accessories including, but not limited to the quantity, price, terms for payment, delivery and installation requirements (if applicable) and special instructions.

2.2 Unless expressly stated to the contrary by CUSTOM GROUP, quotations issued by CUSTOM GROUP will be valid for a period of 14 (fourteen) days from the date of issue thereof. CUSTOM GROUP shall be entitled to amend a quotation and/or refuse to accept an order placed after the aforesaid period without any obligation to furnish reasons therefore.

2.3 Orders must be placed by the Customer by indicating its acceptance of the terms of the quotation and these Conditions of Sale by paying the deposit OR full amount due to effect the processing of the order. The Customer explicitly acknowledges that he/she understands the conditions of the quotation/order and that all abbreviations contained therein are understood.

2.4 Orders will become binding on CUSTOM GROUP only upon receipt of deposit or payment in full

2.5 The confirmation of any order may be subject to prior credit approval by CUSTOM GROUP and for this purpose the Customer acknowledges and agrees that CUSTOM GROUP may use the service of a credit bureau to obtain a consumer and/or creditworthiness rating and/or other relevant credit information.

3. PRICE AND DISCOUNTS

3.1 The Goods are sold by CUSTOM GROUP to the Customer at the price stated in the quotation. The price is inclusive of delivery and installation (if applicable)

3.2 CUSTOM GROUP may allow discounts as specifically agreed upon provided that such discounts shall not be allowed on any Goods where payment is overdue.

4. DELIVERY, INSTALLATION, RISK AND OWNERSHIP

4.1 The Customer acknowledges that delivery and/or installation of the Goods is dependent upon the availability of component goods/materials, production scheduling/capacity and is subject to installers work schedules. Accordingly, any delivery and/or installation date specified in the quotation is a best estimate only and CUSTOM GROUP shall not be bound by that date, but will make all reasonable efforts to deliver and/or install the Goods by the quoted date. If no delivery and/or installation date is stipulated in the quotation then CUSTOM GROUP will deliver and/or install the Goods as soon as it can conveniently do so. THE CUSTOMER SHALL NOT HAVE ANY CLAIM OF ANY NATURE WHATSOEVER AGAINST CUSTOM GROUP ARISING FROM LATE DELIVERY AND/OR INSTALLATION.

4.2 Measurements used for manufacture will be finished sizes as used for quotation purposes and any changes, whatsoever, to the area of installation will be subject to a variation order. CUSTOM GROUP accepts no responsibility for the integrity of the existing structures prior, during or after the installation.

4.3 In the absence of an agreement to the contrary the Goods will be delivered in standard packaging. The cost of special packaging as required by the Customer shall be specified in the quotation and will be added to and form part of the price.

4.4 Regardless of whether the Goods are installed by CUSTOM GROUP or by the Customer, risk in and to the Goods will pass to the Customer on delivery at the premises nominated by the Customer.

4.5 Unless the Customer has requested an opportunity to inspect the Goods as provided for in clause 4.7, delivery of the goods at the agreed premises must be accepted when delivery is tendered by CUSTOM GROUP, failing which:
(a) risk in and to the Goods shall immediately pass to the Customer; and
(b) the Customer shall be liable for the reasonable storage costs until delivery of the Goods.

4.6 Ownership in the Goods shall pass to the Customer when all amounts due and payable have been paid notwithstanding delivery of the Goods and/or that the Goods may have been installed.

4.7 When delivery is tendered CUSTOM GROUP the Customer may request a reasonable opportunity to inspect the Goods to ensure that they are of type and quality contemplated when placing the order. If the Customer rejects delivery because the Goods do not comply with any of the requirements aforesaid, he must notify CUSTOM GROUP before the Goods are installed, failing which he will be deemed to have accepted delivery on installation. THE CUSTOMER'S ATTENTION IS DRAWN TO THE PROVISIONS OF SECTION 20(3)(b) OF THE CONSUMER PROTECTION ACT NO 68 OF 2008 WHICH PROVIDES THAT IF AFTER HAVING BEEN SUPPLIED TO THE CUSTOMER, THE GOODS HAVE BEEN PERMANENTLY INSTALLED, AFFIXED, ATTACHED, JOINED OR ADDED TO OR EMBEDDED WITHIN OTHER PROPERTY OR GOODS, THE CUSTOMER SHALL HAVE NO RIGHT OF RETURN AND REFUND. THE CUSTOMER MUST ACCORDINGLY EITHER INSPECT THE GOODS PRIOR TO DELIVERY, ALTERNATIVELY BE PRESENT WHEN THE GOODS ARE DELIVERED IN ORDER TO EXAMINE THEM AND ENSURE THAT THEY ARE ACCEPTABLE PRIOR TO INSTALLATION

4.8 Electrical power required for installation of the Goods shall be provided free of charge by the Customer. CUSTOM GROUP will only install and fit products as per scope of contract and will not perform any work which is outside of the scope of the contract unless such work is pre-specified and costed in a variation order to the contract.

4.9 If whilst installing the Goods, CUSTOM GROUP or employees/subcontractors in its sole and absolute discretion considers that the building or structure into which the Goods are being installed or adhered to, is not suitable for such installation or for any other reason whatsoever (e.g. inferior timber, plaster or brickwork) CUSTOM GROUP may call upon the Customer to remedy the position at the latter's sole cost and expense. THE CUSTOMER SHALL NOT HAVE ANY CLAIM OF ANY NATURE WHATSOEVER AGAINST CUSTOM GROUP AND THE CUSTOMER HEREBY INDEMNIFIES AND HOLDS CUSTOM GROUP HARMLESS AGAINST ALL and ANY CLAIMS WHICH MAY BE MADE AGAINST IT ARISING OUT OF ANY

FAILURE IN THE GOODS, DEFECT THEREIN OR DEFECTIVE INSTALLATION ATTRIBUTABLE TO SUCH DEFECT IN THE BUILDING OR STRUCTURE INTO WHICH THE GOODS ARE INSTALLED

4.10 Where the Goods are installed by the Customer itself or sold by the Customer to a third party for installation, the Customer shall be responsible for ensuring that the installation is carried out by properly trained workmen. THE CUSTOMER SHALL NOT HAVE ANY CLAIM OF ANY NATURE WHATSOEVER AGAINST CUSTOM GROUP ARISING FROM DEFECTIVE INSTALLATION AND THE CUSTOMER HEREBY INDEMNIFIES AND HOLDS CUSTOM GROUP HARMLESS AGAINST ANY CLAIMS WHICH MAY BE MADE AGAINST IT ARISING OUT OF DEFECTIVE INSTALLATION OF THE GOODS AS PROVIDED FOR IN THIS CLAUSE 4.9.

4.11 In the absence of communication within 3 days of installation or delivery, the Customer will be deemed to have accepted the goods and/or the installation as being in good order and/or satisfactorily installed.

5. PAYMENT

5.1 Unless otherwise agreed in writing, a deposit is required on placement of order and the balance to be settled in terms of the quoted payment terms prior to handover or, provided that: -

(a) where the terms of payment are cash against delivery or requiring a further deposit or payment then CUSTOM GROUP may postpone dispatch of the Goods until it receives payment; and/or

(b) if the Customer delays or postpones installation, then payment shall be made on the expiry of a period of 3 (three) days from the date upon which the Customer is informed that the Goods are ready for delivery and installation.

5.2 Failure by the Customer to pay any amount on due date will result in all amounts due becoming immediately due and payable and the Customer shall then be deemed to be in mora. Interest shall accrue thereupon at the rate prescribed in the Prescribed Rate of Interest Act, 55 of 1975 in respect of any amounts not paid on the due date. Any discounts granted shall be deemed to be revoked; the gross amount before deduction of discount shall then be the amount due.

6. BREACH

6.1 Should the Customer breach any of the Conditions of Sale and fail to remedy such breach within a period of 5 (five) days of written notice to do so then, CUSTOM

GROUP shall, at its election and without prejudice to any other rights which it may have in law, have the right to:

- (a) cancel the order forthwith, without further notice to the Customer, remove and repossess the Goods and recover all damages which CUSTOM GROUP may have suffered consequent upon such cancellation; or
- (b) abide by the order and recover from the Customer payment of the balance of the price then outstanding, which shall immediately become due and payable.

6.2 The Customer agrees and acknowledges that in the event of: -

- (a) the Customer suffering any civil judgement to be taken or entered against it;
- (b) the Customer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936 as amended;
- (c) the Customer passing away;
- (d) the Customer's estate being placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management, as the case may:

then CUSTOM GROUP shall, without detracting from any other remedies which may be available to be entitled to summarily cancel the order without notice to the Customer, and to rely on the provision of Clause 6.1 and re-possess the Goods should they not yet have been installed, or claim specific performance of all of the Customer's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to CUSTOM GROUP'S right to claim damages.

7. RETURNS, WARRANTY AND CLAIMS

7.1. THE CUSTOMER ACKNOWLEDGES THAT THE GOODS ARE SPECIAL ORDER GOODS THAT HAVE BEEN CUSTOM MADE AND THAT AFTER INSTALLATION THEREOF THEY WILL HAVE BEEN PERMANENTLY INSTALLED, AFFIXED, ATTACHED, JOINED OR ADDED TO OR EMBEDDED WITHIN A BUILDING OR STRUCTURE. THE CUSTOMER SHALL NOT HAVE THE RIGHT TO RETURN THE GOODS NOR RECEIVE A REFUND OF THE PRICE PAID. CUSTOM GROUP'S LIABILITY IN RESPECT OF VALID COMPLAINTS SHALL THEREFORE BE LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR COMPONENTS OF THE GOODS. THE CUSTOMER SHALL NOT HAVE ANY CLAIM OF ANY NATURE WHATSOEVER AGAINST KUSTOM GROUP IF THE INCORRECT GOODS ARE INSTALLED.

7.2 Any complaints regarding defective Goods, must reach CUSTOM GROUP not later than 7 (seven) business days from the date on which the defect becomes apparent, but in no event later than the end of the warranty period of the Goods supplied.

7.4 SAVE FOR ANY DAMAGE FALLING WITHIN THE PURVIEW OF SECTION 61(5) OR REGULATION 3(a) OF THE CONSUMER PROTECTION ACT, NO 68 OF 2008, NEITHER CUSTOM GROUP NOR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE SUFFERED BY THE CUSTOMER, ITS FAMILY, EMPLOYEES, CONTRACTORS AND INVITEES ARISING FROM ANY CAUSE IN CONNECTION WITH THE GOODS OR THEIR DELIVERY AND INSTALLATION (INCLUDING WITHOUT LIMITATION, ANY ACT, OMISSION, OR DEFAULT ON THE PART OF CUSTOM GROUP, IT'S AGENTS, EMPLOYEES OR SUB-CONTRACTORS) WHETHER SUCH LOSS OR DAMAGE RESULTS FROM BREACH OF CONTRACT, LOSS OF PROFIT OR ANY OTHER CAUSE WITHOUT LIMITATION. CUSTOM GROUP SHALL TAKE EVERY CARE DURING THE CARRYING OUT OF THE INSTALLATION BUT SHALL NOT BE LIABLE FOR INCIDENTAL REDECORATION CONSEQUENT UPON THE EXECUTION OF THE WORK.

8. WARRANTY

8.1 CUSTOM GROUP warrants that the Goods supplied will conform to the material specifications of the order and as such be reasonably fit for the purpose for which they were supplied. SAVE FOR THE AFOREGOING NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR REPRESENTATIONS CONCERNING THE QUALITY OF THE GOODS OR THEIR FITNESS FOR PURPOSE OR APPLICATION WILL BE BINDING UPON CUSTOM GROUP UNLESS SET OUT IN WRITING AND SIGNED. CUSTOM GROUP GIVES NO WARRANTIES REGARDING PARTS OR COMPONENTS SUPPLIED BY OTHERS.

9. SURETY

9.1 In the event that the Customer is not a natural person, then the signatory hereto binds himself as surety and co-principal debtor in solidum with the Customer in favour of CUSTOM GROUP for the due payment of all amounts which may be payable by the Customer to CUSTOM GROUP from any cause of action whatsoever and whether acquired by CUSTOM GROUP by way of cession or otherwise.

9.2 The surety further waives those benefits of excursions and division and of the legal exceptions and acknowledges himself to be fully acquainted with the meanings of these terms.

9.3 These Conditions of Sale shall apply mutatis mutandis to the suretyship contained in this clause 9.

9.4 The suretyship contained in this clause 9, is a continuing covering suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the Customer's indebtedness to CUSTOM GROUP. It may not be withdrawn, revoked or cancelled by the Customer without CUSTOM GROUP prior

written consent. Any consensual cancellation or withdrawal of this suretyship by the Customer and CUSTOM GROUP shall only be valid and effective if reduced to writing and signed by both parties thereto. Any admission of liability by the Customer shall be binding upon the surety.

10. FORCE MAJEURE

10.1 CUSTOM GROUP shall not be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the Customer caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws and regulations, electricity interruptions, administrative measures, orders or decrees of any court, earthquake, floods, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in the Goods supplied by suppliers or subcontractors ("Force Majeure").

10.2 Upon the occurrence of any event of Force Majeure, CUSTOM GROUP shall promptly inform the Customer thereof specifying the cause of the event and how it will affect its performance of its obligations. In the event of any delay, the estimated delivery date shall be the first day following the period after which the Force Majeure event terminates.

11. GENERAL

11.1 Failure by CUSTOM GROUP to enforce at any time any provision of these Conditions of Sale shall not be construed as a waiver of CUSTOM GROUP's right to act or to enforce any such term or condition and CUSTOM GROUP's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by CUSTOM GROUP of any breach of the Customer's obligations shall constitute a waiver of any other prior or subsequent breach.

11.2 In the event that any provision of these Conditions of Sale shall be held to be invalid or unenforceable, the same shall not in any respect whatsoever affect, the validity or enforceability of the remaining provisions between the parties and shall be severed there from. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

11.3 The parties' rights and obligations arising out of or in connection with these Conditions of Sale shall be governed, construed, interpreted and enforced according to the laws of South Africa.

11.4 For the purpose of any legal proceedings which may arise between CUSTOM GROUP and the Customer, the Customer hereby consents to the jurisdiction of: The Knysna Magistrate's Court having jurisdiction, notwithstanding that the amount in issue exceeds the jurisdiction of the Magistrate's Court

11.5 The parties nominate as their domicilium citandi et executandi the addresses reflected on the cover page hereof as the address for service upon them of all notices and processes in connection with any matter relating to these Conditions of Sale.

11.6 The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions of Sale, which are intended to continue to have effect after such termination.

11.7 The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation