



CARGO FACTORS cc

Unit 3, Rainbow Park, Silverstone Road, Killarney Gardens, 7441

Tel: (021) 557 3700 / (021) 557 1241

Fax2Mail: 086 293 6001

Email: cargofactor1@telkomsa.net

www.cargofactors.co.za

TERMS AND CONDITIONS OF BUSINESS

1. The **Purchaser** shall include the applicant and or signatory to any credit application, as well as any Person, Company or Business who places an order with the seller.
2. The **Seller** shall be CARGO FACTORS CC. Registration no. CK91/18630/23 and Vat Registration no 4440 118 349.
3. The offer (written or verbal) of the Purchaser and the acceptance by the Seller, of the order, constitutes a Contract of Sale. Hereinafter referred to a "the Contract of Sale" subject to these conditions of business. Acceptance will not be binding upon the Seller unless an Invoice has been completed by the Seller and no statements or representations by agents which are not so acknowledged will be binding on the Seller.
4. The signatory of the application hereby acknowledges that he or she is authorised to enter into this agreement on behalf of the Purchaser.
5. A relevant Purchase Order which correlates to the Sellers quote is required or then an authorised signature on the Sellers quotes to confirm that the agreement is in place.
6. In the case where complete manufacturing specifications of goods are not contained in the relevant Purchase order, the Purchaser then authorizes the seller to use its discretion and manufacture goods without relevant specifications. The Purchaser will have no right of recourse in respect thereof. In turn the Seller commits to use its standing industry knowledge and experience to provide the best possible solution for the Purchaser.
7. In the event of the Delivery Note not having been changed and signed with the amount claimed as being short delivered, the Seller will reserve the right to refuse to accept any complaint from the Purchaser.
8. The Purchaser has the responsibility of ensuring that all information provided is correct and should this not be so, then any claim against the Seller will be rendered null and void. E.g. providing accurate dimensions, weights and description of goods being crated.
9. Claims with respect to alleged faulty goods or damage to goods or short delivery, shall not be grounds for withholding payment of account and the Purchaser does not have the right to set it off against any future payments due.
10. Packaging Insurance is optional choice on the Purchasers behalf.
11. The Seller covers In-transit Insurance to the value of R50 000.00 only, when goods have/are being transported on behalf of the Purchaser in a vehicle owned by the Seller only.
12. The Seller is not responsible for any damage or shortage, which is due to any act or omission or negligence on behalf of the carrier/shipper.
13. The Seller reserves the right to not accept goods returned for credit, in compliance with the latest consumer act.
14. Risks in all such goods and wares shall pass to the Purchaser on delivery to it or it's authorised or selected agent for delivery, provided that ownership in the goods shall remain vested in the Seller until such goods have been paid for in full by the Purchaser.
15. Neither the Seller nor any of its employees or agents will be held liable for any loss or damage to the customer, however caused, arising out of this agreement.
16. Unless Credit facilities have been granted, the Purchaser agrees to pay the Seller on a, cash on delivery basis, of which, proof of payment needs to be made prior to the goods or service being released.
17. If credit facilities have been granted, the Purchaser agrees to pay the Seller 30 days from date of statement.
18. The Purchaser agrees to pay any interest charges and legal charges incurred in collecting any outstanding debt which may occur.
19. The Purchaser consents to jurisdiction of the Magistrates Court in respect to any action arising here from.
20. The Purchaser chooses his address (domicillium citande et executandi) as reflected on the application form signed by authorised signatory.
21. This contract constitutes the entire agreement between the Seller and the Purchaser and no variation, amendment or addition shall be of any force and effect unless reduced in writing and signed by both parties.

In my signature hereto, dated I bind myself to the company in my personal capacity, as surety and co-principal debtor in solidum with the Purchaser for all amounts which are now owing by the Purchaser to the Seller in terms of or arising from these standard terms and conditions.

VAT NO 4440 118 349

Professional crating and packaging for export and domestic

NEITHER CARGO FACTORS CC NOR ANY OF ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CUSTOMER, HOWEVER CAUSED, ARISING OUT OF THIS AGREEMENT.

C. SWART – Sole Proprietor

CK91/18630/23