



AMBLESIDE MEATS CC

(Reg. No. 1999/014828/23)

STANDARD TERMS AND CONDITION OF SALE

1. INTERPRETATION

1.1' in these Conditions, the following terms shall have the meanings assigned to them hereunder:

1.1.2 "The Company" means Ambleside Meats CC. Registration No. 1999/014828/23

1.1.3 "The Customer" means any person, firm, company, close corporation or association on whose request or on whose behalf, The Company undertakes any-business or delivers any goods or provides any service.

1.1.4 "Goods" means any meat products or other products owned, controlled or handled by the Company whether as principal or agent.

1.2 The terms and conditions shall be binding on and enforceable against the assigns, liquidators, curators or any other legal representative of the Customer. A reference to the Customer shall be deemed to include its assigns, liquidators, curators and any other legal representatives as the case may be. They shall be binding on all customers regardless of whether or not a customer has completed and signed a credit application.

2. PURCHASE PRICE

2.1 The price charged will be those applicable at the date of despatch of the goods unless otherwise agreed in writing.

2.2 All prices quoted reflect prices before VAT.

3. CONDITIONS OF PAYMENT

3.1 Unless otherwise specifically agreed between the Company and the Customer in writing, the Customer shall pay to the Company in cash immediately upon presentation of the account concerned all sums due to the Company without deduction or set-off and payments shall not be withheld or deferred on the basis of any claims as alleged by the Customer against the company.

3.2 In the event of the Customer -

(a) failing to make payment of any amount owing on due date (as defined in clause 3.1 hereof and as may specifically be agreed in writing between the Company and the Customer);

(b) Entering into a compromise of whatsoever nature with its creditors;

Then and in that event, the Company shall be entitled forthwith and without notice to the Customer:

(i) Immediately to suspend delivery of all orders-on-hand in respect of the Customer;

(ii) summarily to cancel any credit facilities granted by the Company to the Customer, in which case all amounts owing by the Customer to the Company shall immediately become due and payable;

(iii) To demand and obtain payment in respect of the full balance outstanding (notwithstanding the dates when such goods were purchased and when the amounts in respect thereof would ordinarily become due);

(iv) Claim any damages which may be due by the Customer to the Company flowing from non-payment or any breach of the aforesaid terms and conditions.

3.3 The Customer acknowledges that should payment not conform to the terms agreed between the Customer and the Company, interest may be charged on any overdue amount in accordance with the provisions of clause 10 below.

4. DELIVERY

4.1 Whilst every effort will be made to deliver the goods as advised, the Company does not guarantee delivery on any specific date and shall not be liable for any damage caused in respect of late and/or incomplete delivery and/or non-delivery.

4.2 The Customer shall upon signing the Company's delivery note on an unqualified basis, be deemed to confirm that proper delivery has taken place in respect of all goods charged.

4.3 Where the delivery note has been signed by the Customer with a qualification, the Company shall not be liable for any discrepancies unless the Customer has specified on the delivery note the exact nature of the discrepancy between the goods ordered and the goods delivered.

4.4 Subject to 4.5, any claim in respect of such discrepancy must be made in writing to the Company within forty eight (48) hours of receipt of the goods.

4.5 Weight discrepancies will not be entertained unless reported in writing to the Company on the day of delivery.

5. PASSING OF RISK

Notwithstanding the fact that ownership of the goods sold by the Company to the Customer shall not pass to the Customer until the full purchase price thereof has been paid, the risk in the goods shall pass to the Customer on delivery thereof.

6. LIMITATION OF COMPANY'S LIABILITY

6.1 The Company shall not be liable for any claim of whatsoever nature for damages or otherwise which arose from all or any of the following cases:-

6.1.1 Any negligent act or omission or statement by the Company or its servants, agents and nominees; and/or

6.1.2 Any act or omission of the Customer or agent of the Customer with whom the Company deals; and/or

6.1.3 any damage caused as a result of the failure of the Company to effect delivery timeously or at all for any reason whatsoever, notwithstanding the fact that the Company may have been negligent in this regard;

6.1.4 Any latent defect in any of the goods delivered by the Company;

6.1.5 Any representation or warranty made or alleged to have been made at any time in respect of the goods sold by the Company to the Customer;

6.1.6 Any damages or injury suffered by the Customer arising out of any cause whatsoever as a result of the Company's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate unless such a claim arises from a grossly negligent, reckless or fraudulent act on the part of the Company or its servants.

6.2 Notwithstanding anything to the contrary herein contained, the Company shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Company, its agents, servants or nominees, whether negligent or otherwise.

7. DISPUTES

7.1 Should there be any dispute of whatsoever nature between the Company and the Customer in regard to any aspect, matter or thing relating to or governed by these terms and conditions and

whether or not the Company has executed its obligations in terms of any agreement it has with the Customer, then and in such event the Customer shall nevertheless be obliged to perform its obligations to the Company as though the Company had performed properly and to the Customer's satisfaction.

7.2 The Customer shall not be entitled to withhold payments of any amounts by reason of any dispute with the Company of whatsoever nature. Until such payment is made, any rights that the Customer may have, shall be deemed not yet to have arisen, and it is only payment to the Company which released such rights and makes them available to the Customer in respect of any claims which it may have against the Company.

7.3 In any dispute between the Company and the Customer, the Company shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreements between it and the Customer and the onus shall be on the Customer to prove the contrary.

8. NO CLAIM AGAINST COMPANY DIRECTORS AND EMPLOYEES

The Customer undertakes that no claim will be made against any director, servant or employee of the Company which imposes or attempts to impose on him any liability in connection with the delivery of any goods or the rendering of any services which are the subject of these terms and conditions and the Customer hereby waives all and any such claims.

9. GENERAL

9.1 If any provision of these terms and conditions is unenforceable then such provision shall be severed from the remaining terms and conditions, which shall not be affected and shall remain of full force and effect.

9.2 No indulgence, leniency or extension of time which the Company may grant or show to the Customer shall in any way prejudice the Company or preclude the Company from exercising any of its rights in the future.

9.3 The Company makes no warranties or representations to the Customer save as may be specifically provided for herein. The Customer acknowledges that the Company is in no way bound by any statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representatives or any other person acting or purporting to act for and on behalf of the Company whether negligently or otherwise, unless such statement, representation, guarantee, promise, undertaking, warranty or inducement is reduced to writing and signed on behalf of both the Customer and the employee of the Company only authorised to represent the Company by written resolution of the members of the Company to this effect.

10. LEGAL COSTS / INTEREST

In the event of the Company instructing its Attorneys to take any measures for the enforcement of any of its rights under this Agreement, the Customer shall pay to the Company such collection charges and other legal costs, on an attorney and own client basis, as shall lawfully be charged by such Attorneys to the Creditor, on demand therefor by the Creditor. The debtor will pay to the Creditor interest at the rate of 15.5% (fifteen comma five percent) per annum, compounded monthly, on any moneys due but unpaid by the Debtor to the Creditor, such interest to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable, until payment of such moneys in full.

11. JURISDICTION OF MAGISTRATE'S COURT

The Customer consents in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Customer for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that the Company shall be entitled to bring any action in any other competent Court, and shall not be obliged to approach the Magistrates Court, which has jurisdiction over the Customer.

IMPORTANT NOTICE TO CUSTOMERS IN TERMS OF THE CONSUMER PROTECTION ACT 68 OF 2008

In terms of the provisions of section 49 of The Consumer Protection Act the attention of Customers is drawn specifically to the following clauses of the aforementioned Standard Terms and Conditions of Sale:

- 1. Clauses containing provisions limiting the liability of the Company: 4,5,6,8,9,**
- 2. Clauses providing for an acknowledgement of fact by the Customer: 1,3, 4,5,7,10.**