

# Standard Terms and Conditions of Sale

- 1.1 The Customer agrees that
- (a) this Agreement represents the entire Agreement between the Customer and Culinary Equipment Company (Pty) Ltd (hereinafter called Culinary Equipment Company ) and that no alterations or additions to this Agreement may be affected unless agreed to by both parties, reduced to writing and signed by the Customer and duly authorised representative of Culinary Equipment Company;
  - (b) that this agreement will govern all future contractual relationships between the mentioned parties;
  - (c) is applicable to existing debts between the mentioned parties;
  - (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions;
  - (e) any conflicting conditions stipulated by the customer are expressly excluded;
  - (f) these terms supersede all previous conditions without prejudice to any securities or guarantees held by Culinary Equipment Company and;
  - (g) these terms apply to all servants and subcontractors of Culinary Equipment Company.
- 1.2 This agreement becomes final and binding on receipt of the acceptance by Culinary Equipment Company at its business address in Lanseria.
2. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts these as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of the Customer.
- 3 The Customer warrants that the signatory on the reverse side has been duly authorised to contract on the Customer's behalf.
- 4.1 The Customer acknowledges that no representations were made by Culinary Equipment Company in regard to the services or any of its qualities leading up to the Agreement.
- 4.2 The Customer agrees that neither Culinary Equipment Company nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 4.3 It is the sole responsibility of the Customer to determine that the services ordered are suitable for the purpose of intended use.
- 4.4 The Customer agrees to pay all costs resulting from any acts of omission of the Customer including suspension of work, modification or requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 4.5 Prices quoted are based on the ruling exchange rates and are subject to change without prior notice. Where forward exchange contracts have been entered into, rates are calculated based on these fixed rates.
- 5.1 All quotes will remain valid for a period of 7 (seven) days from the date of the quote.
- 5.2 All quotes are subject to the availability of the stock and/or services and subject to correction of bona fide errors by Culinary Equipment Company and the prices quoted are subject to any increases in the cost price, including currency fluctuations of Culinary Equipment Company.
- 5.3 The amount of increase shall be certified by any independent auditor and such certificate shall be final and binding to the Customer.
- 5.4 The Customer hereby confirms that the goods and/or services on the delivery note and/or job card issued, duly represent the goods and/or services ordered by the Customer at the prices agreed to by the Customer and where delivery / performance has already taken place that the goods and/or services where inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 5.5 All orders or variations to orders whether oral or in writing, shall be binding and subject to the standard terms and conditions of agreement and may not be cancelled.
- 5.6 Culinary Equipment Company shall be entitled in its sole discretion to split the delivery/performance of the good and/or services ordered in the quantities and on the dates it decides.
- 5.7 Culinary Equipment Company shall be entitled to invoice each delivery / performance actually made separately.
- 5.8 Any delivery note and/or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Culinary Equipment Company shall be conclusive proof that delivery/performance was made to the Customer.
- 5.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on dispatch of goods and the Customer undertakes to comprehensively insure the goods for the duration of the services.
- 5.10 Delivery, installation and performance times given are merely estimates and are not binding on Culinary Equipment Company.
- 5.11 If Culinary Equipment Company agrees to engage a third party to transport the goods, Culinary Equipment Company is hereby authorised to engage a third party on the Customers behalf and on the terms deemed fit by Culinary Equipment Company.
- 5.12 The Customer indemnifies Culinary Equipment Company against any claims that may arise from such agreement in clause 5.11 against Culinary Equipment Company.
- 6.1 Services carry no guarantee and all other guarantees including common law guarantees are hereby specifically excluded. Goods are supplied with the standard manufacturers warranty specific to each item. Culinary Equipment Company will offer no further warranty than the standard manufacturers warranty and will not be held liable for any further claims not covered in terms of the manufacturers warranty.
- 6.2 Liability under Clause 6.1 is restricted to the cost of repair or replacement of faulty services or granting of a credit at the sole discretion of Culinary Equipment Company.
- 6.3 No claim under this Agreement shall arise unless the Customer has, within 1 hour after delivery where the alleged breach or defect occurred, giving Culinary Equipment Company 30 days written notice by prepaid registered post to rectify any defects or breach of Agreement.
- 6.4 To be valid, the original delivery note and/job card must support claims.
- 6.5 Any items delivered to Culinary Equipment Company shall serve as a pledge in favour of Culinary Equipment Company for present and past debts and Culinary Equipment Company shall be entitled to retain or realise such pledges, as it deems expedient at the value as determined in 14.1.

7. Under no circumstances shall Culinary Equipment Company be liable for any consequential damages or for any liability of an nature whatsoever.
8. In the event of any emergency affecting the service and/or delivery, Culinary Equipment Company shall have the right to reroute, tranship or deliver to an alternative destination at the sole expense of the Customer.
9. The Customer agrees to pay the amount on the delivery note and/or job card at the offices of Culinary Equipment Company (a) cash or order or (b) if the Customer is a Credit Approved Customer, within 30 days after a invoice is issued by Culinary Equipment Company.
- 10.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Culinary Equipment Company, reduced to writing and signed by the Customer and a duly authorised representative of Culinary Equipment Company.
- 10.2 Goods will remain the property of Culinary Equipment Company until paid for in full.
- 10.3 The Customer is not entitled to set off any amount due to the Customer by Culinary Equipment Company against the debt.
- 10.4 All discounts shall be forfeited if payment in full is not made on the specific due date.
- 11.1 The Customer agrees that the amount due and payable to Culinary Equipment Company may be determined and proven by a certificate issued and signed by any independent auditor, such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 12.1 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 12.2 The Customer agrees that interest shall be payable on any monies due to Culinary Equipment Company at the maximum legal interest rate prescribed in terms of the National Credit Act from the date it falls due. In the case of late payment interest shall be calculated from the date of order.
- 13.1 The Customer agrees that if an account is not settled in full (a) against order, or (b) within the period agreed in clause 9 above in the case of a Credit Approved Customer, Culinary Equipment Company 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. These remedies are without prejudice to any other right Culinary Equipment Company may be entitles to in terms of agreement or in law.
- 13.2 A Credit Approved Customer will forthwith lose his approval when payment is not made according to the conditions of 9 (b).
- 13.3 Goods will remain the property of Culinary Equipment Company (Pty) Ltd until paid for in full, as per clause 10.2.
- 14.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of goods at the line of repossessed and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation shall be conclusive proof of the value.
15. In the event of cancellation Culinary Equipment Company is entitled not to produce any unmade balance, of a contract and to recover any loss sustained thereby from the Customer.
- 16.1 The Customer shall be liable to Culinary Equipment Company for any legal expenses on the attorney and own client scale of an attorney and counsel incurred by Culinary Equipment Company in the event (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Culinary Equipment Company may demand.
- 16.2 The Customer shall pay three thousand Rand into court or furnish sufficient security in lieu of costs in any action Instituted by or against the Customer.
- 16.3 The Customer agrees that Culinary Equipment Company will not be required to furnish security in terms of Rule 62 of the Rules of Court of Magistrate's Court or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
17. The Customer agrees that no indulgence whatsoever by Culinary Equipment Company will affect the terms of the agreement or any of the right of Culinary Equipment Company and such indulgence shall not constitute a waiver by Culinary Equipment Company in respect of any of its rights herein. Under no circumstances will Culinary Equipment Company be stopped from exercising any of its right in terms of the Agreement.
18. Culinary Equipment Company shall have the right to Institute any action in either the Magistrates Court or the Supreme Court at its sole discretion.
- 19.1 Any document shall be deemed duly presented to the Customer within (i) 3 days of prepaid registered mail to any of the Customers business or postal addresses or to the personal address of any director, member or owner of the Customer, or (ii) within 24 hours if sent by overnight courier, or (v) within 24 hours of being telexed to the Customer's telex number.
- 19.2 The Customer chooses domicilium citandi et executandi at the business address or the physical address of any Director (in the case of a company), Member (in the case of close corporation) or of the Owner (s) or Partners(s).
- 19.3 The Customer undertakes to inform Culinary Equipment Company in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer business and failure to do so with constitute a material breach of this agreement.
20. The Customer agrees to the standard rates of Culinary Equipment Company for any services rendered, which rates may be obtained on request. Culinary Equipment Company reserves the right to charge for any services rendered at the standard rates.
21. The Invalidity of any part of this Agreement shall not affect the validity of any other part.
22. Any order is subject to cancellation by Culinary Equipment Company due to force majeure from any cause beyond the control of Culinary Equipment Company, including (without restriction of this clause to these instances): Inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbances, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

23. Any order is subject to cancellation if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
- 24.1 In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorises Culinary Equipment Company to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
- 24.2 It is also agreed that Culinary Equipment Company may use any means to verify the information contained in this document.