TERMS & CONDITIONS

1. DEFINITION

The person, firm or company buying is hereinafter termed “the Buyer” and Shave Industrials (Pty) Ltd. is hereinafter “the Seller”.

CONSTITUTION OF CONDITIONS OF SALE

The Buyer’s signature or that of a person purporting to represent the Buyer on the Seller’s Delivery Note shall constitute an acknowledgement by the Buyer that the Contract of Sale is subject to the terms and conditions set out hereunder.

2. PRICES

The prices of goods sold shall be in those prevailing as at the date of the Seller’s Delivery Note.

3. DELIVERY

a. Where the Seller has undertaken to effect delivery by its own vehicles at the Buyer’s place of business offloading shall be effected by the Buyer’s own employees at the sole risk of the Buyer, who shall be responsible for all damage of whatever nature caused as a result of or during such offloading. If the Buyer requires offloading to be effected or assisted by the Seller’s employees, such offloading shall nevertheless be at the sole risk of the Buyer who shall be responsible for all damage of whatever nature caused as a result of or during such offloading.

b. The Seller does not guarantee delivery on any specific date, but will endeavour to give delivery in the dates requested by the Buyer. The Buyer shall have no claim whatsoever against the Seller in respect of any loss or damage of a consequential nature which may be sustained by the purchaser as a result of late delivery, or of the delivery of the incorrect product.

c. The risk in the goods shall pass to the Buyer on delivery effected in accordance with the relevant provisions of this clause 3 save and except that in the case of delivery in accordance with the provisions of sub clause (a) the said risk shall pass on commencement of off-loading.

4. SAMPLING AND SPECIFYING AND LIMITATIONS OF THE SELLER’S LIABILITY

a. Where the Buyer requests an application or performance specification from the Seller, such specification will be given in good faith and subject to the Seller’s disclaimer of any liability for loss or damage of whatever nature, direct or consequential, arising out of the failure of the product to meet the specification. It shall, in addition to any other requirement hereinafter set out, be incumbent upon the Buyer to prove that the specification was strictly adhered to where the Buyer seeks redress against the Seller in terms of clause 5 (b) hereof.

b. In the event of a Buyer of the product being able to prove that the product has been applied in complete compliance with the Seller’s recommendations or specification and that the

product has failed due to the product being proven faulty, then the Seller's liability will be confined to the invoice price of the faulty product or to the replacement of the product, this being at the discretion of the Seller, and under no circumstances shall the Seller incur liability for loss or damage of a consequential nature.

5. PAYMENT

a. Each delivery whether it be in part only shall be considered to give rise to liability to make payment in respect thereof on the part of the Buyer. This defect or liability shall also be subject to the provisions of (b) hereunder.

b. Payment of the purchase price shall be in accordance with the terms and conditions agreed upon between the Buyer and the Credit Control Manager of the Seller and in all other cases payment shall be effected by cash upon delivery.

6. DELAY OR IMPOSSIBILITY OF PERFORMANCE

In addition to the provisions of clause 4 (b) the Seller shall not attract any liability of whatever nature in favour of the Buyer, where circumstances beyond the reasonable control of the Seller prevent delivery where the Seller has undertaken to deliver on a specified date.

7. SPECIAL ORDERS

a. In the case of orders placed in respect of products other than those reflected on the Seller's official price list (i.e. where special orders of the Buyer), the Buyer shall be obliged to accept and to pay for any quantity tendered for delivery which is within 10% (excess or shortfall) of the quantity ordered by the Buyer.

b. In the case of tinted paint, wallpaper and cut fabric, the buyer accepts that such items may not be returned, except where such items are proven to be faulty. The Seller reserves the right to have said items assessed within a reasonable period, as per Section 20 of the Consumer Protection Act 68 of 2008.

8. COMPLAINTS

a. The Seller reserves the right to refuse to recognise any complaint from the Buyer in respect of specification, quantity, package failure or short delivery of goods unless complaint is lodged with the Seller within two weeks of receipt of the goods by the Buyer.

b. The Buyer may not return goods without prior consent of the Seller. This consent shall be withheld if the goods cannot be resold as returned, the determination of which shall lie exclusively with the Seller.

c. In the case of special orders, (such as is described in clause 7 hereof), the product sold shall not be returnable at all.

9. ASSIGNABILITY

The Contract of Sale is between the Seller and the Buyer as principals and is not assignable by the Buyer without the consent of the Seller.

10. LAW APPLICABLE AND JURISDICTION OF THE COURTS

The terms of any Order or Contract of Sale shall be governed by and interpreted according to the laws of the Republic of South Africa, and the Seller and Buyer hereby consent to any action arising out of any Contract of Sale being brought in the Magistrates Court having appropriate geographic jurisdiction.

11. REPRESENTATIONS AND WARRANTIES

The Seller shall not be bound by or liable for any representations or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty be reduced to writing and signed by a Director of the Seller.