



## Terms & Conditions

1. The granting, continuation and termination of the credit facilities, if any, shall be within the sole discretion of Barnes Reinforcing Industries (Pty) Ltd, hereafter known as the Company.
2. All accounts shall be paid in full before the 30<sup>th</sup> day of the month following the month of statement.
3. Interest shall be paid by the "Purchaser" to the Company on all overdue accounts at the maximum permissible rate in terms of the Usury Act.
4. All quotations will lapse fifteen (15) days after the date appearing on the face of the quotation unless an order is placed and is accepted by the Company within that time period in response to the quotation. No sale may be cancelled or varied without the sellers written consent and any goods have been made prior to variation or cancellation shall be charged to the purchaser and the replacement arising out of such variation and cancellation will also be for the purchases account.
5. The prices of any goods may be increased or decreased in the event of there being any variation in the cost of raw materials, costs of labour or transportation costs between the date of quotation and the date of delivery. All weights, measurements and specifications may be charged and the Company's determination thereof shall be final.
6. All goods and stock sold to the purchaser in terms of this application for credit facilities or on any other basis, shall remain the sole and absolute property of the Company until payment has been made in full and no other goods or purchases or stock may be returned to the Company for credit or refund without the prior written consent of the company.
7. The purchaser shall not be entitled to cancel any order for goods for any reason whatsoever after the Company has accepted and confirmed the order.
8. Delivery shall be deemed to have taken place against signature of the Company's delivery note, proof of posting if the goods are posted to the purchaser or proof of delivery to the South African Transport Services or any transport contractor. If the goods are railed or transported to the purchaser and the postal authorities and/or transporter shall be deemed for all purposes to be the appoint of the purchases.
9. Risk in the goods shall pass on delivery but ownership in the goods sold remains vested in the Company until the purchase prices shall have been paid in full. All such goods whether affixed to immovable property or to other goods shall be deemed to remain property and sever able without injury to such immovable property or other goods. The Company reserves the right to inform the end user or the owner of the premises in which any goods are installed or delivered of its claim to ownership and the purchaser agrees to cede to the Company monies which are due to the purchaser from a third party as a result of the sale of the Company goods to the said third party should payment be made by the purchaser to the Company timorously.
10. Notwithstanding any dispute on regard to the fulfillment of any order, the purchaser shall not be entitled to reject goods tendered for delivery or work done or any portion thereof nor refuse, delay or withhold payment or any part thereof.
11. Any claim of any alleged short delivery or delivery of incorrect goods shall be made in writing within 48 (forty-eight) hours of delivery, failing which the contents of the relevant delivery shall be deemed correct and all goods effected therein shall be deemed to have been delivered as ordered.
12. All goods returned for credit after the Company gives its prior written consent thereto shall be subject to 10% handling charges.
13. The Company reserves the right to suspend deliveries, to cancel any undelivered portion of any order and to impose such other conditions as to security and terms of payment as it deems fit.
14. The purchaser shall forthwith notify the company in writing of any changes of any of the information set out in the application for credit facilities.
15. No representations or warranties shall be binding upon the Company unless made in writing. Any condition or warranty as to qualify or freedom from latent defect of the goods sold or fitness for any particular purpose or otherwise, whether arising under a statue of otherwise, is hereby excluded. The Company shall not be under any liability, whether in contract delict of otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or any work done in connection therewith.
16. The Company undertakes to institute all necessary precautions to avoid or reduce delay, and shall not be responsible for loss resulting from delays in delivery occasioned by strikes, lockouts, delays or carries or transporter, by reason of force majeure or other causes reasonably beyond the Company's control and no order may be cancelled by the purchaser for such reasons.



Barnes Reinforcing Industries Reg No 1994/006462/07

Directors: Junaid Allie Doron Barnes Anastasia Maseko John Wallace

4 Prevett Road Spartan Extension 1 1619 PO Box 9411 Kempton Gate 1625 South Africa  
Tel: +27 11 922 5999 Fax: +27 11 922 5981



17. In no circumstances shall the seller be liable for consequential damages.
18. No relaxation, or indulgence which the Company may grant to the purchaser shall constitute a waiver of its right to enforce strict compliance with these conditions
19. If any dispute arises out of these conditions or between the Company and the purchaser, the Company shall at its option be entitled to institute proceedings in any magistrate court which otherwise has jurisdiction notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The purchaser hereby consents to such jurisdiction of the Magistrates Court.
20. The purchaser hereby appoints the address appearing paragraph 3 of the application for credit facilities or the delivery address on the reverse side if no application for credit was filled in as domicile citadel et executedi for all purposes in connection with or arising from this sale, and any notice sent to such address shall be deemed to have been received by the purchaser on the 7<sup>th</sup> (seventh) day after the posting thereof by pre-paid registered post.
21. The purchaser shall pay any costs incurred by the Company as a result in any breach by the purchaser of these conditions or any failure by it to pay any amount on due date on the scale as between attorney and client, whether or not action is instituted. Such costs shall include any collection commission, which the Company is required to pay its attorneys as well as any VAT, or other levies incurred as a result any action taken place by the Company.
22. No person other than a director or manager of the Company has any authority to contract on the Company's behalf on any terms or conditions other than those contained herein. No terms and conditions contained in any order or other document issued by the Company shall be valid and no variation of these conditions shall be binding upon the Company unless reduced by writing and signed by a director or manager of the Company.

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Signature

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Date



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