

Document Title: Terms and conditions

Document Number: KG-02-02-01 FIN Revision 3

28 November 2024

Without limitation, accepting a quotation, sales order, delivery note, invoice or applying for credit will signify acceptance of these Standard Terms and Conditions and will override any other terms or conditions put forward by the Client

CUSTOMER INFO CAPTURING

Please ensure that all information captured on this information pack is accurate and truthful. Should any details change, please inform the Finance department at KEEGOR SA (PTY) LTD. Updated information can be emailed to debtors@keegor.com.

INFORMATION REQUIRED IN ORDER TO LOAD A CUSTOMER ON KEEGOR SA (PTY) LTD SYSTEM	
Please complete the following information below	Details
Registered name	
Trading as name, if different from above	
Company registration number	
Currency	
Accounts telephone number	
Terms of payment	30 DAYS NETT
Name of contact person in your Procurement department	
Phone number of contact person in your Procurement department	
Fax number of contact person in your Procurement department	
Email address of contact person in your Procurement department	
Physical address	
Postal address	
VAT number	
Name of contact person in your Creditors department	

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Phone number of contact person in your Creditors department	
Fax number of contact person in your Creditors department	
Email address of contact person in your Creditors department	
Name of bank	
Bank branch number	
Bank account number	
Bank account type	
Trade Referrals:	<ol style="list-style-type: none"> 1. Company, contact person name and surname and contact detail 2. Company, contact person name and surname and contact details 3. Company, contact person name and surname and contact details

Documents	Please tick if submitted
Company registration certificate	
VAT registration certificate	
Valid ISO 9001-2015 Certificate	

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I hereby confirm that I have read and understood the KEEGOR SA (PTY) LTD Protection of personal information (POPI), Privacy policy and principles and confirm that I am authorised to complete and sign this document and share information with KEEGOR SA (PTY) LTD. I confirm that the information supplied is accurate and truthful.

1. SCOPE OF APPLICATION

All products supplied and services offered by THE KEEGOR GROUP OF COMPANIES, all of the affiliates, subsidiaries and companies within the group ("THE SUPPLIER") to the party applying for credit ("the Client") will be governed strictly and exclusively on the basis of these terms and conditions of sale. These terms and conditions supersede any terms and conditions stipulated by Client irrespective of that stipulated on a Client's order, or otherwise.

2. THE GOODS

Goods are defined as the subject matter of any order placed by the Client and accepted by THE SUPPLIER in writing.

3. PRODUCT QUALITY

- 3.1. THE SUPPLIER does not warrant the suitability for any specific purpose of the goods. THE SUPPLIER does not warrant the suitability for any specific purpose of the goods and in so far as permitted under the Consumer Protection Act, if applicable, any product specifications or other information provided by THE SUPPLIER.
- 3.2. THE SUPPLIER will not relieve the Client of the need to conduct his/its own investigations and tests as to the suitability and application of the goods for any particular purpose and the Client will have no claim against THE SUPPLIER if the goods are provided in accordance with the product specifications thereof, but are not suitable for any particular purpose not specifically agreed to in writing by THE SUPPLIER before the goods were supplied. The Client acknowledges and agrees that it is solely responsible for ensuring the suitability of the goods for its intended purposes and for conducting all necessary tests.
- 3.3. THE SUPPLIER provides no warranties except as expressly agreed in writing. If goods and/or services are supplied by a third party, THE SUPPLIER only extends the warranties received from that third party to the Client, and THE SUPPLIER itself shall have no independent warranty obligations beyond those expressly agreed.
- 3.4. Except as expressly provided herein, THE SUPPLIER makes no other warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.



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Director: M Jacobs



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4. PRICE

The purchase price of any goods or services supplied or rendered by THE SUPPLIER will be the price reflected in the written quotation, or pro forma invoice sent by THE SUPPLIER to the Client from which an order will be generated by the Client and accepted by THE SUPPLIER. THE SUPPLIER quotations are valid for the period indicated thereon and upon the expiry date, the validity period will lapse. THE SUPPLIER reserves the right to change its prices from time to time as it, in its discretion, deems fit. The price may not include disbursements, including but not limited to a delivery fee for delivery of the goods to the Client.

5. ORDERS

- 5.1. Orders placed by the Client for THE SUPPLIER's goods or services, will be made in writing, alternatively they may be placed telephonically and confirmed in writing, to the nominated domicilium and/or email address of THE SUPPLIER.
- 5.2. Orders will constitute offers to obtain THE SUPPLIER's services at THE SUPPLIER's prevailing fee and/or to purchase the goods in question at the prevailing prices of THE SUPPLIER and will be capable of acceptance by THE SUPPLIER by provision of the services or by the written acceptance or confirmation of the order.
- 5.3. THE SUPPLIER will not accept orders that are not written or that are not confirmed in writing following a telephonic conversation.
- 5.4. In the event that THE SUPPLIER makes delivery of the products or services to the Client in installments, each installment will be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any such installment will not affect the balance of the contract or entitle the Client to cancel the contract.
- 5.5. When goods are delivered in accordance with clause 5.4 above, payments relating to separate deliveries will be paid as agreed between the SUPPLIER and the Client, either on a Cash on order basis ("COO"), Cash on Delivery basis ("COD") or an account basis (only if the account has been requested, the Credit Application has been completed by the Client and approved by the SUPPLIER) from date of statement/ invoice as reflected on the signed agreement between the SUPPLIER and Client or the invoice, and payment by the Client will not be postponed until such times as all the goods ordered have been delivered.
- 5.6. Should THE SUPPLIER at its own election and with agreement from the Client or, at the Client's request, agree to engage a carrier to transport goods to the Client, such carrier will be the Client's agent and THE SUPPLIER will engage the carrier on fair, just, and reasonable terms and conditions. The Client indemnifies THE SUPPLIER against all and any demands and/or claims and/or liability and/or damages



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which may arise or be made against THE SUPPLIER by the aforesaid carrier or which may be claimed by the Client out of the transportation of the goods by the aforesaid carrier.

- 5.7. Should a carrier be engaged in terms of clause 5.6, the Client will be liable for payment of all insurance, fees, charges, expenses and the like due to the said carrier in respect of the transport of the goods to the Client as set forth in clause 5.6.
- 5.8. If the Client fails to take delivery of the goods ordered due to a direct /indirect act/omission by the Client, its employees or agents, then the risk in the goods will immediately pass to the Client and the Client will be liable to pay THE SUPPLIER the reasonable costs of storing, insuring and the handling of goods, until delivery takes place.

6. PAYMENT

- 6.1. Payment in full is to be made as agreed between the SUPPLIER and the Client, either on a Cash on order basis ("COO") and remittance advise is provided to THE SUPPLIER, Cash on Delivery basis ("COD") or an account basis (only if the account has been requested, the Credit Application has been completed by the Client and approved by the SUPPLIER) from date of THE SUPPLIER's statement, unless specifically otherwise stated on an official tax invoice of THE SUPPLIER.
- 6.2. In all cases where the Client uses a postal banking, electronic or similar service to effect payment, such services will be deemed to be agent of the Client and the Client will be responsible for the fees for those services.
- 6.3. Foreign Payments
- 6.3.1 The Client acknowledges and agrees that for all foreign currency payments, the full invoiced amount must be received by THE SUPPLIER without any deductions, bank charges, or intermediary fees.
- 6.3.2 When initiating a foreign payment, the Client must select the "OUR" payment instruction or equivalent option to ensure that all transaction costs and charges are borne by the Client and that THE SUPPLIER receives the exact invoiced amount.
- 6.3.3 Any shortfall due to deductions, bank charges, or failure to select the correct charge option shall result in the funds being rejected or the outstanding amount remaining due and payable.
- 6.3.4 THE SUPPLIER reserves the right to reject any foreign payment where the full amount is not received, and the Client shall remain liable for any outstanding balance.
- 6.3.5 If a foreign payment is rejected by THE SUPPLIER due to non-compliance with Clause 6.3, the Client shall remain liable for payment. However, such rejection shall not be considered a late payment under Clause 6 unless the Client fails to correct the payment within 5 business days of receiving written notice.



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- 6.5 Should any amount not be paid by the Client on the due date, then the whole amount in respect of all purchases by the Client will immediately become due, owing and payable irrespective of the dates when the goods were purchased and the Client will be liable to pay interest in respect of the amounts unpaid as at the due date at the compound rate of 2% per month (as defined in clause 6.6) compounded monthly in arrears from date of default to date of final payment.
- 6.6 The term "prime rate" will mean the prime overdraft lending rate charged by THE SUPPLIER's bank as certified, in the event of a dispute, by any manager of such bank whose appointment and authority it will not be necessary to prove and whose decision will be final and binding.
- 6.7 In the event that any agreement between the Client and THE SUPPLIER is governed by the National Credit Act ("NCA"), then the interest payable by the Client will be the interest rate provided for in the NCA.
- 6.8 The Client will not be entitled to claim set off or deduction in respect of any payment due by the Client to THE SUPPLIER for goods or services supplied. Further, the Client will not be entitled to withhold any payment due and payable on account of the Client having requested a credit/ credit note. The Client will not be entitled to withhold any payment due to late delivery by THE SUPPLIER.
- 6.9 THE SUPPLIER may allocate all payments made by the Client at the discretion of THE SUPPLIER.

7 CREDIT FACILITIES

- 7.5 The Client understands that THE SUPPLIER'S decision to grant credit facilities to the Client, is at the sole discretion of THE SUPPLIER.
- 7.6 THE SUPPLIER reserves the right to withdraw any credit facilities at any time without prior notice, and the nature and extent of such facilities will at all times be in THE SUPPLIER'S sole discretion. In addition, THE SUPPLIER may request that the Client provide adequate security in respect of any credit facility.

8 OWNERSHIP & RISK

- 8.1 Notwithstanding that all risk in and to all goods sold by THE SUPPLIER will pass in accordance with the INCOTERMS 2020, unless otherwise agreed between the parties in writing, and irrespective of whether THE SUPPLIER may not be the distributor of the goods, ownership of all goods sold and delivered will remain vested in THE SUPPLIER until the purchase price, fees, expenses and all payments due by the Client, have been paid in full.
- 8.2 Risk in the goods shall pass to the Client upon delivery as per Incoterms 2020 or as otherwise agreed. However, ownership shall only pass upon full payment. If the goods are lost, stolen, or damaged after delivery but before full payment, the Client shall remain liable for the outstanding balance.



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- 8.3 In the event of a breach of these terms and conditions by the Client, or if the Client is placed under business rescue, or if the Client is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 days of the date of judgment or changes the structure of its ownership, THE SUPPLIER will be entitled to repossess the goods without prejudice to any further rights vested in THE SUPPLIER.
- 8.4 The Client will have no claim against THE SUPPLIER for damages, consequential or otherwise, caused due to loss of profits, directly or indirectly, or including but not limited to otherwise occasioned by the removal of goods from the Client's premises as aforesaid.
- 8.5 Goods in possession of the Client bearing THE SUPPLIER's name, branding, trademarks and labels, will be deemed to be those for which full payment has not yet been made, and should any breach of these terms occur, may be repossessed by THE SUPPLIER as set forth in clause 8.
- 8.6 The Client will fully insure the goods purchased from THE SUPPLIER against loss or damage, until the purchase price, fees, expenses and all payments due by the Client, have been paid in full by the Client. Pending full payment to THE SUPPLIER for goods purchased and the related expenses, all benefits in terms of the insurance relating to such goods are ceded to THE SUPPLIER.
- 8.7 THE SUPPLIER will be entitled to identify its goods merely by way of packaging and by other distinguishing features. THE SUPPLIER will not be obliged to identify the goods by way of serial numbers or any other form of intricate identification.
- 8.8 In the event of Client processing the goods before full payment of the purchase price, fees, expenses and all payments due by the Client, have been made in full, THE SUPPLIER will be considered a manufacturer and will directly acquire sole title to the newly produced product. If the processing involves other materials, THE SUPPLIER will acquire joint title to the newly produced product in the proportion to the value of the goods, as invoiced.
- 8.9 Before payment is made in full and upon request by THE SUPPLIER, the Client will provide all necessary information regarding the inventory of the goods. Furthermore, upon request by THE SUPPLIER, the Client will identify on the packaging THE SUPPLIER's title of ownership of the goods and will notify its Clients of assignment of its claims to THE SUPPLIER.

9 DELIVERY

- 9.1 Delivery will be affected as per the INCOTERMS 2020, or specifically agreed between the parties in writing. The SUPPLIER may deliver the goods themselves, for which a delivery fee will be charged. The SUPPLIER may also engage the services of a carrier in which case the terms of clause will apply.



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- 9.2 In exceptional circumstances, the SUPPLIER may arrange direct loads from their suppliers to the Client. In the event of a direct load the following will apply:
- 9.2.1 THE SUPPLIER remains the only contact between their own suppliers and the Client. The Client and the supplier of THE SUPPLIER may not make any contact, during the course of the delivery, these terms and conditions and 24 months thereafter, without the written consent of THE SUPPLIER. The Client agrees that this provision is fair and reasonable to protect the interest, proprietary information and business relationship of THE SUPPLIER.
- 9.2.2 THE SUPPLIER's supplier and the Client will unconditionally adhere to the highest business ethics in this regard.
- 9.2.3 These terms and conditions blocks the supplier of THE SUPPLIER and the Client from going directly to the other with the intent to bypass (or circumvent) THE SUPPLIER once the parties have learnt the names of the other.
- 9.3 THE SUPPLIER will have the right to defer delivery under this Agreement / terms and conditions or any other supply agreement entered into with the Client if and for as long as the Client fails to pay any invoice when due under one or more of the supply agreements entered into with THE SUPPLIER.

10 DAMAGE IN TRANSIT

- 10.1 Notice of claims arising out of damage in transit must be lodged by the Client directly with the carrier, in the event of a carrier being appointed as envisaged in clause 5, within the notification period specified in the contract of carriage and THE SUPPLIER will be provided with a copy of the notice.
- 10.2 In the event of claims arising out of damage in transit the Client undertakes to inspect goods upon delivery for any damage or defect which may have occurred in transit and to inform the driver immediately during the offloading process of the extent and nature of the damage in transit. Even if the Client confirmed "delivery not checked" notice, the onus and liability for immediately reporting the damage in transit, remains with the Client.

11 THE CLIENT'S COMPLIANCE WITH LEGAL REQUIREMENTS

The Client will comply with all laws and regulations including but not limited to; tax, import, transport, storage and use of the goods in the event of a carrier being used or the Client arranging its own transport.

12 LIABILITY

- 12.1 Except where expressly provided for under South African law and unless liability is proven in a competent court, by an arbitrator in terms of clause 19, or tribunal having proper jurisdiction, THE SUPPLIER shall

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not be liable to the Client or any third party for any claim, demand, loss, damage, cost, or expense arising out of or in connection with:

- a) The use, resale, or modification of the goods supplied;
- b) Any indirect, consequential, or special damages, including but not limited to loss of profit, revenue, business, contracts, anticipated savings, or goodwill;
- c) Any delay, failure, or non-performance arising from circumstances beyond THE SUPPLIER'S reasonable control, including force majeure events; and
- d) Any claim arising more than 12 (twelve) months after delivery of the goods or services.

12.2 No liability shall arise under this Agreement unless:

- a) The Client has first submitted the claim to the appropriate forum for resolution (as specified under the Dispute Resolution clause); and
- b) The claim has been adjudicated by a competent court or arbitrator and found valid in law.

12.3 If liability is proven in a competent forum or court as contemplated in clause 12.2 above, THE SUPPLIER'S liability shall: a) Be limited to the direct damages suffered by the Client, and in any event, shall not exceed the total price paid by the Client for the goods or services giving rise to the claim; b) Exclude any liability for punitive, exemplary, consequential or special damages, c) Be strictly limited to compensatory damages arising directly from THE SUPPLIER'S proven negligence or breach of contract.

12.4 Nothing in this clause shall limit or exclude THE SUPPLIER'S liability where exclusion or limitation is prohibited under South African law, including the Consumer Protection Act (CPA), provided that; a) Any liability under the CPA shall be limited to the minimum statutory obligations applicable to THE SUPPLIER; and b) No liability shall arise unless causation, harm, and negligence or fault are proven as required under Section 61 of the CPA.

12.5 The Client must provide written notice of any claim within 10 (ten) business days of the event giving rise to the claim. Failure to do so shall constitute a waiver of the Client's rights to such claim.

12.6 THE SUPPLIER'S acceptance of returned goods, investigation of claims, or engagement in dispute resolution shall not constitute an admission of liability.

12.7 THE SUPPLIER will not be liable to the Client in any manner in the event of impossibility or delay of THE SUPPLIER to supply, due to circumstances entirely beyond the control of THE SUPPLIER, such as but not limited to those described below, and where THE SUPPLIER informed the Client as soon as it became aware of impossibility or delay in the supply.

12.8 THE SUPPLIER will not be liable to the Client for goods delivered in good order and thereafter damaged in the possession of the Client due to improper care or storage, use or application, contrary to any instructions and/or warnings, if any, provided or available for the goods, or any other direct or indirect act or omission by the Client, its employees or agents resulting in the goods being damaged or causing harm to any person or damage to any property. The SUPPLIER may, from time to time and entirely in its own discretion, replace such goods as are referred to in this clause.



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- 12.9 THE SUPPLIER will not be liable for any harm caused by the goods to a third party if the harm caused to the third party is due to the Client, its employees or agents providing inadequate instructions or warnings in respect of the goods to the third party.

13 SECURITY

If there are reasonable doubts as to Client's ability to pay, in THE SUPPLIER's own discretion, or if Client is in default of its payment obligations, THE SUPPLIER may, subject to further claims, revoke agreed credit terms and make further deliveries dependent on the provision of sufficient security by the Client.

14 NEGOTIABLE INSTRUMENTS

Acceptance of any negotiable instrument by THE SUPPLIER will not be deemed to be a waiver of THE SUPPLIER's rights under this agreement. In relation to a cheque furnished by the Client, it waives its right to insist on notice of dishonor or protests being given to it in the event that the cheque is dishonored.

15 CLIENT'S RIGHTS REGARDING ALLEGEDLY DEFECTIVE GOODS

15.1 The Client must notify THE SUPPLIER in writing of any:

15.1.1 unsuitable goods, other than as envisaged in clause 15.3 below, within 2 (two) business days of delivery of the goods, however due to the nature of THE SUPPLIER's business and products, the Client remains solely responsible to order the correct and suitable goods, therefore the Client remains responsible for the full payment of the goods delivered and the re-order of any other suitable goods; or

15.1.2 allegations of defective goods, other than as envisaged in clause 15.3 below, within 7 business days of delivery of the goods or prior to the expiry of any durability dating provided thereon, whichever is earlier, or as the warranty of the products determines.

15.2 If the goods are defective and the Client has duly notified THE SUPPLIER in writing in accordance with clause 15.1 above, then THE SUPPLIER has the right to, entirely within its discretion, either remedy the defective goods and supply the Client with replacement goods, without accepting any liability arising out of such defective goods.

15.3 The Client undertakes to inspect goods upon delivery to ensure that the goods so delivered have not expired or are not past their expiry/ best-by date. Any claims as a result of the delivery of goods which have already expired or are already past their expiry/ best-by date must be lodged within 1 ("one") business day of the delivery date failing which no claim for refund, credit, replacement or other compensation whatsoever will be entertained.



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16 RETURNED GOODS

- 16.1 The goods sold by THE SUPPLIER are only returnable, at THE SUPPLIER's sole discretion or where the incorrect goods have been supplied, the goods are THE SUPPLIER to the Client, substantially as intended in terms of Section 20 of the Consumer Protection Act, if applicable, or in terms of Clause 10 and 15 above, and is such an instance the following will apply:
- 16.2 Unless alleged defective at time of delivery as contemplated in Clause 10 and 15 above, all goods returned must be complete, clean, sealed, undamaged and in their original packaging.
- 16.3 The value of credit or refund for any returned goods will be calculated as per original invoice, less the handing fee.

17 BREACH AND TERMINATION

- 17.1 Should the Client fail to make any payment of any amount due on due date, or breach any of the other terms and conditions contained herein (all of which are deemed material) or commit any act of insolvency, or allow a judgment to be entered against it, or be provisionally or finally liquidated or sequestered, or in the sole opinion of THE SUPPLIER has a cash flow problem or other financial or commercial difficulty which may in any way whatsoever negatively impact upon the ability of the Client to comply with any of its current or future obligations in terms of this or any other contract of the Client with THE SUPPLIER, then THE SUPPLIER without prejudice to and in addition to its other legal remedies will be entitled to cancel this contract or any unfulfilled part thereof; or to claim payment of the full price, fees, expenses and full payment or the balance thereof as the case may be, and failing such payment, THE SUPPLIER is specifically authorised to repossess all goods unpaid for in the possession of the Client.
- 17.2 This Agreement may be terminated:
- a) By THE SUPPLIER immediately upon written notice to the Client in the event of:
 - i) The Client's breach of this Agreement, including non-payment, which is not remedied within 7 (seven) business days of notice;
 - ii) The Client's insolvency, business rescue, liquidation, or sequestration; or
 - iii) The Client's failure to comply with applicable laws or regulations.
 - b) By mutual agreement of the Parties.
- 17.3 Upon termination of this Agreement for any reason:
- a. All amounts owing by the Client to THE SUPPLIER shall immediately become due and payable;
 - b. The Client shall return any goods in its possession that remain unpaid for, or THE SUPPLIER may repossess such goods as provided under Ownership & Risk; and



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- c. The obligations under clauses relating to dispute resolution, confidentiality, indemnity, and liability shall survive.

17.4 Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination.

18. LEGAL PROCEEDINGS

18.1 Regardless of the place of execution or performance under these terms and conditions or domicile of the Client, these terms and conditions and all modifications and amendments hereof, will be governed by and decided upon and constructed under and in accordance with the laws of the Republic of South Africa.

18.2 Subject to clause 19 below, the Client hereby submits to the jurisdiction of Benoni Magistrates Court, notwithstanding that the amount of THE SUPPLIER's claim may exceed the jurisdiction of the Magistrates Court.

18.3 A certificate issued and signed by the chief financial officer or any director of THE SUPPLIER, whose authority need not be proved, in respect of any indebtedness of the Client to THE SUPPLIER or in respect of any other fact, including the fact that such goods were sold and delivered, will be prima facie evidence of the Client's indebtedness to THE SUPPLIER and prima facie evidence of such other fact as contained therein and prima facie evidence of the delivery of the goods.

18.4 The Client's physical address as given on the CIPC Registry or a similar registry in another jurisdiction, will be recognised as the Client's address for receipt of notices and execution of legal documents for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.

18.5 All legal costs, including attorney/client costs, tracing agent's fees and collection charges of 20% which may be incurred in taking any steps pursuant to any breach by the or enforcement of these terms and conditions, will be for the account of the Client.

19 DISPUTE RESOLUTION

19.1 Where a statutory or accredited ombud or commissioner has jurisdiction in terms of the Consumer Protection Act, all disputes against the SUPPLIER will fall under the jurisdiction of said ombud or commissioner and will be referred to the ombud or commissioner for a recommendation.

19.2 Where there is no ombud or commissioner as contemplated in clause 19.1, and in the event of any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, then that dispute must be resolved in terms of this clause 19 and any Party may give written notice to the other Parties to initiate the procedure set out below.



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- 19.3 The Parties shall meet as soon as reasonably possible after the notice referred to in clause 19.2 and shall, in the first instance, use their bona fide best efforts to resolve the dispute by informal negotiations.
- 19.4 If for any reason, including lack of co-operation by the Parties, a dispute is not settled in terms of clause 19.3 within 30 (THIRTY) days of the notice referred to in clause 19.2 (or such longer period of time as the Parties may agree to in writing), the dispute shall be settled by arbitration in accordance with the provisions of this clause 19.
- 19.5 The Parties may agree on the arbitration procedure and, failing agreement within 5 (FIVE) days of the exhaustion of the period referred to in clause 19.4, the arbitration shall take place in accordance with the United Nations Commission on International Trade Law Arbitration Rules in force at the time of the dispute.
- 19.6 The Parties may also agree on the arbitrator. If the Parties fail to agree on the arbitrator within 5 (FIVE) days of the exhaustion of the period referred to in clause 19.4, then the arbitrator shall be appointed by the Association of Arbitrators (Southern Africa).
- 19.7 Unless agreed otherwise the arbitration shall be administered by the Parties.
- 19.8 The number of arbitrators shall be 1 (ONE).
- 19.9 The place of the arbitration shall be Johannesburg, South Africa.
- 19.10 The costs of arbitration shall be borne as determined by the arbitrator.
- 19.11 Nothing in this clause 19 shall preclude any Party from seeking interim and/or urgent relief from a court of competent jurisdiction.

20 CESSION OF BOOK DEBTS

- 20.1 The Client does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of THE SUPPLIER all of its rights, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Client may now and at any time hereafter have against all and any persons, companies, firms, partnerships, associations, syndicates and other legal persons whomsoever the Clients' debtors without exception as a continuing covering security, for the payment due or at any time hereafter be or become owing by the Client to THE SUPPLIER.
- 20.2 Should it transpire that the Client at any time has entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession then this cession will operate as a cession of all the Client's reversionary rights. Notwithstanding the terms of the foregoing cession, the Client will be entitled to institute action against any of its debtors provided that all sums of money which the Client collects from its



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debtors will be collected on THE SUPPLIER's behalf, and provided further that THE SUPPLIER will at any time be entitled to terminate the Client's right to collect such monies/debt.

- 20.3 The Client will be obligated to deliver all relevant information in documentation form or otherwise to THE SUPPLIER upon demand to enable THE SUPPLIER to claim monies owed to the Client from third parties.

21 GENERAL

- 21.1 This Agreement constitutes the entire agreement between THE SUPPLIER and the Client concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, discussions, representations, or understandings, whether written or oral.
- 21.2 No representations, statements, or inducements not expressly set forth in this Agreement shall be binding on either party.
- 21.3 The Client acknowledges that it is aware that THE SUPPLIER'S dealers, employees and/or sales representatives have no authority to vary these terms and conditions of sale, and THE SUPPLIER assumes no liability and will not be bound by any statements, warranties or representations made by such dealers and or sales persons, save as expressly stated in writing and signed by a manager or a director of THE SUPPLIER duly authorised thereto whose names are available on request.
- 21.4 The Client acknowledges and warrants that the person accepting quotations, purchase order, pro forma invoices or the like, accepts these standard terms and conditions of sale has authority to bind the company and is duly authorised to do so. Further, the Client acknowledges and warrants that the person who signs the quotation, purchase order, sales order, delivery note, or invoice, has the authority to receive the goods and to bind the company / Client.
- 21.5 THE SUPPLIER, in its sole discretion, may amend, alter, delete and change these terms and conditions as it deems fit from time to time. The Client will ensure that it is familiar with THE SUPPLIER's latest version of its terms and conditions when it requests goods and/or services from THE SUPPLIER. The latest version of these terms and conditions may be obtained by requesting THE SUPPLIER for a copy thereof, or by visiting THE SUPPLIER's official website.
- 21.6 No amendment, modification, or variation of this Agreement shall be valid unless: a) It is reduced to writing; b) Signed by authorised representatives of both THE SUPPLIER.
- 21.7 Any waiver of a term or condition shall not be construed as a waiver of any subsequent breach or default.
- 21.8 The Client acknowledges that no warranties, representations or guarantees have been made by THE SUPPLIER or on behalf of THE SUPPLIER which may have induced the Client to enter into this agreement / terms and conditions.



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- 21.9 No relaxation or indulgence which THE SUPPLIER may give at any time in regard to the carrying out of the Client's obligations in terms of any contract will prejudice or be deemed to be a waiver of any of THE SUPPLIER'S right in term of this agreement.
- 21.10 The Client will not cede its rights nor assign its obligation in terms hereof without THE SUPPLIER'S prior written consent thereto.
- 21.11 THE SUPPLIER will at any time in its sole discretion be entitled to cede all or any of its rights in terms of this credit agreement including all terms and conditions to any third party without prior notice to the Client.
- 21.12 The Client undertakes to notify THE SUPPLIER in writing within a period of 7 (seven) business days of any change of address, change in ownership, name change or any changes in information as set out in this agreement and will likewise inform the Client of any such changes affecting THE SUPPLIER.
- 21.13 The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting this agreement.
- 21.14 Each of the terms herein will be a separate and divisible term and if any such term becomes unenforceable, unlawful or invalid for any reason whatsoever, then the term will be severable and Such provision shall be severed from the Agreement to the extent necessary to make it enforceable. The remaining provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. THE SUPPLIER agree to, in good faith, amend any invalid or unenforceable provision to reflect the original intent as closely as possible in a legally enforceable manner.

22 FORCE MAJEURE

- 22.1 To the extent any incident or circumstance beyond THE SUPPLIER'S control (including but not limited to supply chain disruptions, pandemic-related delays, and supplier-side issues, natural occurrences, epidemics, lockdowns, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government, etc.), reduces the availability of goods from the plant from which THE SUPPLIER receives the goods such that THE SUPPLIER cannot fulfill its obligations under this agreement, and THE SUPPLIER has informed the Client accordingly and without delay, THE SUPPLIER will:
- 22.1.1 be relieved from its obligations under this agreement to the extent that THE SUPPLIER is prevented from performing such obligations; and
- 22.1.2 have no obligation to procure goods from other sources; and
- 22.1.3 If the aforementioned occurrences last for a period of more than 3 (three) months, THE SUPPLIER is entitled to withdraw from the agreement without the Client having any right to compensation.



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23 DISCLOSURE OF PERSONAL INFORMATION

- 23.1 The Client understands that the personal information given in the credit application form is to be used by THE SUPPLIER for the purpose of assessing the Client's credit worthiness. The Client confirms that the information given is accurate and complete. The Client further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given, failing which THE SUPPLIER will not be liable as a result of any inaccuracies or lack of completeness of information.
- 23.2 THE SUPPLIER has the Client's consent at all times to contact and request information from any persons, credit bureaus or business, including those mentioned in the credit application form and to obtain any information relevant to the Client's credit assessment, including but not limited to, information regarding the amounts purchased from the suppliers per month, length of time the Client has dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 23.3 The Client hereby consents to and authorises THE SUPPLIER at all times to furnish credit information concerning the Client's dealings with THE SUPPLIER to a credit bureau and to any third party seeking a trade reference regarding the Client in his dealings with THE SUPPLIER.
- 23.4 The personal information collected will include the Client's company name and contact information, billing information, geographic information, other information that may be exchanged in the course of engaging with THE SUPPLIER.
- 23.5 THE SUPPLIER will share your personal information with THE SUPPLIER'S employees, consultants, affiliates or other businesses or persons for the purpose of processing such information on our behalf in order to provide the Service to you.
- 23.6 The POPIA and PAIA provides the Client with the ability to make inquiries regarding your personal information. The Client the right to request disclosure of their personal information from THE SUPPLIER.

24 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 24.1 Both THE SUPPLIER and the Client agree to treat as confidential and not disclose to any third party any proprietary or confidential information obtained from the other party during the performance of this Agreement, unless: a) Required by law or regulatory authority; b) Such information has entered the public domain other than through a breach of this Agreement; or c) Written consent has been obtained from the disclosing party.
- 24.2 Confidential information includes, but is not limited to, trade secrets, pricing information, technical data, designs, specifications, processes, and client lists.
- 24.3 This obligation of confidentiality shall survive the termination of this Agreement.



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- 24.4 All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, patents, designs, processes, specifications, methodologies, and other proprietary information, in or related to: a) The goods and services supplied by THE SUPPLIER; b) Any documents, materials, designs, specifications, or other works provided or developed by THE SUPPLIER; and c) Any enhancements, modifications, or customisations to the goods or services provided, shall remain the sole and exclusive property of THE SUPPLIER.
- 24.5 The Client acknowledges and agrees that: a) No transfer of ownership of intellectual property rights is granted under this Agreement; b) The Client is granted a limited, non-exclusive, and revocable license to use the goods and services supplied solely for its intended purpose; and c) The Client shall not reverse-engineer, copy, replicate, or otherwise exploit any goods, services, or materials provided by THE SUPPLIER without prior written consent.
- 24.6 Any intellectual property or proprietary information disclosed by THE SUPPLIER to the Client shall remain confidential and subject to the confidentiality provisions set out in this clause.
- 24.7 The Client agrees to notify THE SUPPLIER promptly of any actual or suspected infringement of THE SUPPLIER's intellectual property rights by any third party.

25. NON-SOLICITATION

- 25.1 The Client undertakes not to directly or indirectly solicit, employ, or contract the services of any employee, agent, subcontractor, supplier or supplier of THE SUPPLIER during the term of this Agreement and for a period of 24 (twenty-four) months thereafter without prior written consent from THE SUPPLIER.
- 25.2 The Client acknowledges that this provision is fair and reasonable to protect THE SUPPLIER's proprietary interests, trade relationships, and workforce stability.
- 25.3 Breach of this clause shall entitle THE SUPPLIER to claim damages, including but not limited to a placement fee, the costs of recruitment, training, and business disruption.

26. NATIONAL CREDIT ACT

- 26.1 In the event that the National Credit Act ("the NCA") is proved to apply to any transaction between THE SUPPLIER and a Client, then-
- 26.1.1 If any provision of these terms and conditions are in conflict with the NCA, such conflicting terms and conditions will be amended to align with the NCA.



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26.1.2 The costs and charges which THE SUPPLIER is entitled to recover from the Client will be the maximum allowed by the NCA and THE SUPPLIER will be obliged to comply with the NCA before instituting any legal proceedings against the Client.

27. NOTICES

- 27.1 Any notice or communication required or permitted to be given in terms of this agreement will be valid and effective only if in writing and if received or deemed to be received by the addressee as stipulated in the Client's information section above.
- 27.2 Any notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered will be deemed to have been received on the 7th business day after posting (unless the contrary is proved).
- 27.3 Any notice to a party delivered by hand, or electronic mail sent to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi or email address will be deemed to have been received on the day of delivery.

28. COMPLIANCE

In performing its obligations under this Agreement / terms and conditions the Client undertakes to comply with all applicable laws and regulations (in particular, but not limited to antitrust and anti-corruption).

CONTINUING COVERING SURETYSHIP

I, by my signature hereof (which appears below) do hereby bind myself as surety jointly and severally for and co-principal debtor in solidum in my private and individual capacity as surety for and co-principle debtor with the Client in favour of THE SUPPLIER for the due performance of any obligation of the Client and for the payment to THE SUPPLIER by the Client of any amounts which may now or at any time be become owing to THE SUPPLIER by the Client.

I understand that my liability for amounts owing by the Client to THE SUPPLIER is not limited to any credit limit granted by THE SUPPLIER to the Client. In the event that the amount due by the Client exceeds the credit limit, I will automatically agree in writing to bind myself in my personal capacity to the increased amounts.



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The amount which THE SUPPLIER can claim from the suretyship will not be limited by any credit granted by THE SUPPLIER to the Client. Should this credit limit be exceeded by the Client for any reason whatsoever, the surety will not be entitled to claim liability for the credit limit amount only.

I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled to arising from the legal exceptions including, but not limited to:

- a) Excussion - the right to require THE SUPPLIER to proceed first against the Client for payment of any debt owing to THE SUPPLIER before proceeding against the surety.
- b) Cession of action - the right to require THE SUPPLIER to cession of the action for payments of debts to the surety before any action against the surety may be taken.
- c) The benefit of simultaneous citation and division of debt the right of a co-surety to be liable only for his pro rata share of the principal debt.
- d) The right to account from THE SUPPLIER.

This suretyship is given as a continuing covering suretyship for the present and future obligations of the Client to THE SUPPLIER.

Signed at _____ on the _____ day of _____ 20_____.

Authorised Signature: _____

Name: _____

Witness Signature: _____

Name: _____