

## TERMS AND CONDITIONS OF TRADE

1. In these Terms and Conditions:-
  - 1.1\_ "Company" means Knight Source CC ;
  - 1.2\_ "Customer" means the customer of the Company whose name appears on the first page hereof;
  - 1.3\_ "order" means individually each and every order or acceptance of quotation for goods placed by the Customer with the Company from time to time and at any time;
  - 1.4\_ "The goods" means the goods and/or services in connection therewith ordered by the Customer in terms of the order or quotation.
  - 1.5\_ "The delivery date" means the date upon which the Customer is advised that the goods are ready for collection by the Customer or the date upon which the Company dispatches the goods to the Customer.
  - 1.6 The goods are supplied on a NET CASH basis unless other arrangements have been agreed to in writing.
  - 1.7 Customers purchasing on account, payment terms are 30 (THIRTY) days nett from date of statement.
2. All goods supplied will remain the property of the Company until paid for in full by the Customer.
3. Risk of all goods supplied will move to the purchaser upon receipt thereof to the purchaser, his staff and/or agent.
4. "Estimates" and/or "Quotations" or any other offer by the Company to the Customer which is not accepted within 14 (Fourteen) days thereof shall be deemed to have been withdrawn.
5. Proofs, samples, or any representative, whether partial or total, of the goods in whatever form may be submitted to the Customer for approval. After approval the Customer shall have no claim against the Company for errors in the exemplar as approved by it. Company errors, may be charged for. If the Customer for any reason requires a reprint of any order which it has previously approved and which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the Customer, notwithstanding any claims that the Customer may make in respect of the original order.
6. The Company will be entitled to issue progress invoices on orders on completion of phases of the production.
7. All orders placed with Knight Source are not subject to cancellation .Where an order is cancelled, the customer will be liable and incur a cancellation charge of 25%(TWENTY FIVE PER CENTUM) of the total invoice value.
8. The goods shall be dispatched or must be collected by the Customer on the delivery date and the Customer shall not delay delivery nor refuse to take delivery thereof. Should the goods be posted or otherwise delivered, the carrier concerned shall be deemed to be the agent of the Customer.
9. A 25% handling fee will be charged on all Ribbons, Cartridges and Printers returned to the Company in original packaging within 7 days of delivery/collection of the goods after which no goods will be credited under any circumstances.
10. All new equipment comes standard with the factory warranty as given by the agents or manufacturers of the products we sell and does not include courier, call-outs and pickup and delivery costs.
11. If additional costs including overtime wages are incurred due to non-adherence by the Customer to the agreed production schedule these will be for the Customer's account.
12. The Customer shall accept as good and complete delivery, and shall pay the contract price for any quantity of goods that does not exceed or fall short of the quantity ordered by more than 10% (TEN PER CENTUM).
13. The Customer shall have no claim against the Company for any reason whatsoever unless, within 10 (TEN) days after the delivery date, the Company has received written notification to it by the Customer of such claim, specifying the nature and amount thereof.
14. The Company shall not be required to produce any matter which in its opinion is illegal or defamatory. The Customer indemnifies the Company against any claims, costs and/or expenses arising in connection with copyright, trademarks, patents or design.
15. In the event of the Customer failing to pay any amount due to the Company (whether arising out of an order or otherwise) on due date or breaching any term or condition hereof the Company shall be entitled forthwith and without notice and in its sole discretion to terminate this contract forthwith without prejudice to any other rights to which the Company may have at law or otherwise. In the event of the Company exercising its rights in terms of this clause the Customer shall have no claim of whatsoever nature against the Company.
16. Any contract is subject to cancellation or to variation by reason of any cause whatsoever beyond the Company's control including inter alia inability to secure labor, materials, power or supplies, act of God, war, civil disturbances, riot, state of emergency, strike, lockout or other labor dispute, fire, flood, drought or legislation.
17. The Company may recover from the Customer any increase in cost of production which occurs between the acceptance and execution of any order. In such event the Customer shall have no claim of whatsoever nature against the Company.
18. The Company shall not be required to work to tolerances closer than those applicable to the materials obtained in the ordinary course of trade. No liability of the Company shall arise from variations in the standard quality and performance of such materials.
19. It is the sole responsibility of the Customer to determine whether the goods ordered by it are suitable for the purpose for which it intends using them. The Company gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatsoever. The Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties (against which the Customer hereby indemnifies the Company), arising out of errors in carrying out a contract, or by delay in delivery, or by unsuitability of goods for use as intended.
20. The Customer agrees that any Magistrate's Court having jurisdiction in respect of the Customer shall have jurisdiction in respect of all matters, disputes, and claims hereunder although such matters may exceed or be outside such jurisdiction. The Company may, however, at its option, institute proceedings in any Supreme Court having jurisdiction.
21. Should the whole or any portion of any amount owing by the Customer to the Company not be paid on due date the Customer shall pay interest on such amount at the rate of 2% (TWO PER CENTUM) per month reckoned from the date on which such amount was due to the date of actual payment or alternatively at the maximum rate in terms of the Usury Act. If the Company engages the services of any attorney to collect any amount from the customer, the Customer shall be liable for all costs thereby occasioned including, but not limited to, collection commission, tracing charges and costs on the scale as between attorney and client and whether or not action is actually instituted.
22. The Customer chooses domicile citandi et executandi for all purposes hereunder at the physical address stated on the face hereof.
23. The signature of the Customer on each order or the oral order for goods placed by any person purporting to represent the Customer shall be deemed to constitute an offer by the Customer to the Company for the goods specified in the terms and conditions herein contained. The Company shall not be obliged to notify the Customer of its acceptance of any offer.

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_ Date: \_\_\_\_\_