

CONDITIONS OF SALE AND PERSONAL SURETYSHIP

1. In these conditions of sale, unless inconsistent with the context:
 - (a) "the supplier" means GENERAL PROFILING (PTY) LTD.
 - (b) "the buyer" means the buyer of goods from the supplier.
2. The buyer consents to the jurisdiction of the Magistrate's Court in all actions arising out of the sale of goods by the supplier to the buyer.
3. Ownership of any goods purchased shall remain vested in the supplier until they shall have been paid for in full.
4. Payment shall be made within 30 days of statement date as agreed.
5. Payment made via EFT. Buyers account number to be used as a payment reference.
6. The supplier shall be entitled to charge interest, from time to time, at the maximum rate permissible in law on all overdue amounts.
7. Where postdated cheques accepted by the supplier is one of a series, such acceptance shall be subject to the conditions that if any such cheque is unpaid on due date, all the cheques payable thereafter shall become due and payable immediately.
8. The buyer is liable for the supplier's Attorney/Client cost on collections of overdue accounts.
9. The supplier warrants that the goods supplied by it will conform to the specifications agreed to by it in writing. The supplier's sole obligation shall be to replace or to rectify any goods not so conforming, within a reasonable period of time. The supplier shall not be liable for any damages of whatsoever nature, howsoever caused and howsoever arising (whether in contract or in delict), and whether direct or in direct, general, specific or consequential.
10. Breakdown of Goods will be as follows:-
 - *Cost of Goods as per quote/invoice*
 - *Plus interest (maximum rate allowed by prevailing laws) on invoice amount for overdue accounts.*
11. The buyer hereby acknowledges and agrees that a faxed and/or e-mailed copy of the signed credit application shall be deemed to be sufficient for purposes of any court proceedings which may be instituted by the supplier.

"Please send a copy of the signed credit application as soon as possible so that we may begin vetting the account."

The following is a personal SURETYSHIP:

Only SOLE PROPRIETORS/SHAREHOLDERS/MEMBERS/DIRECTORS may sign the SURETYSHIP.

SURETY: Should the buyer be a Company, Close Corporation or Partnership, the person whose signature appears on the application for credit facilities as representing the buyer hereby specifically binds himself/herself as surety and co-principal debtor for the due and proper discharge by the buyer of all its obligations herein.

Signed aton this the.....day of20

THIS SECTION MUST BE SIGNED:

1. **SIGNATORY** – Name of the person duly authorised to sign this document: _____
SIGNATURE: _____ CAPACITY: _____
DATE: _____
2. **SIGNATORY** – Name of the person in Capacity as surety: _____
SIGNATURE: _____ CAPACITY: _____
DATE: _____

"I certify that I am the authorised representative of the above applicant entity, as the case may be and that the nature and effect of the above terms are fair, just and reasonable and the nature and effect thereof have been drawn to my attention and which I understand and which I acknowledge and which are subject to the provisions of the Consumer Protection Act 88 of 2008."

OFFICE USE:

Accepted on behalf of GENERAL PROFILING (PTY) LTD.

Approved limit: _____ Annexure No: _____
Name (Print): _____ Position/Capacity: _____
Signature: _____ Date: _____