



CREDIT TERMS AND CONDITIONS

1. No order placed by the applicant shall become binding upon Absolute Fire and Plumbing (Pty) Ltd (hereinafter referred to as the AF&P), until it has been accepted by a duly authorized representative of the AF&P's head office which shall be deemed to be the place at which all contracts are concluded. It shall not be necessary for the AF&P to give formal notice of acceptance of any order to the Applicant.
2. No terms or conditions appearing in any of the Applicant's conditions of purchase including the Applicant's buying order, which is at variance with these terms and conditions, shall be binding upon the AF&P.
3. The Applicant acknowledges that any sales representative taking an order from the Applicant does not have the authority to bind the AF&P and that no representations, warranties or any other statement made or given by any employee of the AF&P shall be binding on the AF&P unless given in writing under the signature of a duly authorized representative of the AF&P.
4. The terms and conditions together with those contained in the face hereof shall apply to all contracts entered into between the parties and no variations thereof including any variation of this clause, shall be binding upon the AF&P.
5. All quotes and orders are subject to the availability of the goods and services and the prices quoted are subject to any increases in the cost price, including currency fluctuations and subject to correction of bona fide errors by the AF&P before dispatch of goods and commencement of service.
6. Prices are nett and are not subject to discount unless a discount has been agreed upon in writing.
7. Payment shall be made to the AF&P within thirty (30) days of the date of the AF&P's statement.
8. Payment may not be withheld pending the settlement of any dispute. The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped.
9. The AF&P does not guarantee delivery on the date specified but will endeavour to give delivery on the date. Late delivery shall not invalidate any contract of sale between the parties nor render the AF&P liable for any damages whatsoever. Delivery, installation and performance times given are merely estimates and are not binding on the AF&P.
10. Where goods are delivered by the AF&P in the AF&P's own transport, then delivery shall be deemed effected once it is tendered at the agreed point of delivery. Offloading shall be the responsibility of the Applicant and at the Applicant's own risk whether or not the Applicant requires the AF&P employees to effect or assist in the offloading.
11. The risk of loss or damage to the goods sold shall pass to the Applicant on delivery.
12. Notwithstanding anything herein to the contrary, ownership of goods sold to the Applicant rests in the AF&P until the AF&P has received payment of the full purchase price, notwithstanding that goods may have been purchased for re-sale.
13. The AF&P reserves the right to cancel any contract with the Applicant should this fulfilment be delayed or rendered impossible by war, insurrection, riot, order of any government, municipal or civil authorities, breakdown, accidents, labour disputes or any other cause beyond the reasonable control of the AF&P and/or the AF&P's suppliers. The Applicant shall not be entitled to cancel the contract by reason of any delay in delivery howsoever caused.
14. The AF&P may immediately cancel any contract between it and the Applicant or any uncompleted part of it if the Applicant:
 - a. Commits a breach of any of the terms and conditions hereof or of any other contract between the AF&P and the Applicant;
 - b. Being an individual, dies or is provisionally or finally sequestered or surrender his Estate;
 - c. Being a partnership, the partnership is terminated;
 - d. Being a AF&P or close corporation is placed under provisional or final order of liquidation or judicial management;
 - e. On any judgment being granted against the Applicant.
 - f. Compromises or attempts to compromise generally with any of the Applicant's creditors.
15. If any amount owed by the Applicant to the AF&P in respect of any claim is not paid on due date then all amounts owed to the AF&P by the Applicant shall at once become due, owing and payable.
16. Any account that's older than 90 days, will be listed as a DEFaulter with the National Defaulter Database of the Credit Bureaus.
17. All overdue amounts owing by the Applicant to the AF&P shall bear interest of 2% per month calculated and payable monthly in advance on the first day of each and every successive month on the balance from time to time remaining by the Applicant to the AF&P.
18. If any claim against the Applicant is placed by the AF&P in the hands of its attorneys, and whether or not action is instituted, and without prejudice to any other rights which the AF&P may have the AF&P shall be entitled to recover all legal costs incurred by it, including without departing from the generality of the foregoing all attorney/client charges, tracing fees and such collection commission as the AF&P is obliged to pay its attorneys, for the Applicant.
19. It is the sole responsibility of the Applicant to determine that the goods, services ordered are suitable for the purpose of intended use and the AF&P gives no warranties and makes no representation as to the suitability of goods sold for any specific purpose.



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20. The AF&P shall be exempted from and shall not be liable under any circumstances whatsoever for,
 - a. Any indirect or consequential damages of any nature whatsoever, howsoever arising, including any loss of profit which the Applicant may suffer as a result of any breach or cancellation by the AF&P of any of its obligations.
 - b. Any negligence on the part of the AF&P or that of its servants or agents in carrying out any of their obligations in terms of any agreement between parties.
 - c. The AF&P's liability in respect of any claim based on defective goods, is limited to replacing such goods as against the return to it of the defective goods.
21. No indulgence or relaxation of rights granted by the AF&P shall be prejudicial to or constitute a waiver of any of the AF&P's rights under this agreement or at law and any waiver of any of the AF&P's rights under this agreement or at law shall not be construed as such unless such waiver is reduced to writing and signed by the AF&P.
22. The Applicant hereby consents to the jurisdiction of the Magistrates' Court notwithstanding that the amount may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of Act 32 of 1944 as amended, provided, however, that the AF&P shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
23. A certificate signed by the Director of the AF&P reflecting particulars of the amount owing by and Applicant together with particulars of all deliveries made to and Applicant and the invoices appertaining to such deliveries shall upon the mere production thereof, be binding upon the Applicant and be prima facie proof of the matters stated therein and of the fact that such amount is due and payable in any legal proceedings between the AF&P and the Applicant and will be valid, inter alia, as a liquid document against the Applicant, in any competent court.
24. The Applicant chooses his domicilium citandi et executandi for all purposes under this agreement at the address reflected in the credit application form which forms the first page of this agreement.
25. Credit facilities allowed by the AF&P are in the AF&P's discretion and the AF&P is entitled without notice to the Applicant, at any time to vary, curtail or terminate such facilities.
26. Under no circumstances will the AF&P be liable for any consequential damages or for any delictual liability of any nature whatsoever.
27. The Applicant hereby acknowledges that he/she has read and understood each term of this agreement and accepts these as binding.
28. We acknowledge that any credit facility granted may be withdrawn at any time.
29. The Credit Grantor may:
 - a. Perform a credit search on the applicants credit profile with one or more of the registered Credit Bureau's when assessing the Applicants application for credit.
 - b. Monitor the credit applicant's payment behaviour by researching their profile at one or more of the Credit Bureaus.
 - c. Use new information and data obtained from the Credit Bureau in respect of the applicants future credit application.
 - d. Record the existence of the applicants account with the Credit Bureau.
 - e. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting their obligations on the account.