Castaway
BATHROOM ACCESSORIES & TILE DECOR

CASTAWAY POLYMER CASTINGS (PTY) LTD
20 Moody Avenue, Epping Industria, Cape Town, South Africa
P.O. Box 490, Eppindust, 7475 | Tel: +27 21 532 2788
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CASTAWAY POLYMER CASTINGS (PTY) LTD

REGISTRATION NUMBER 1998/015417/07

("The Company" or "CPC")

STANDARD TERMS AND CONDITIONS OF TRADE AND SALE

(To be read together with any credit-application documents that you sign. "Supplier", "we", "us" and "our" refer to Castaway Polymer Castings (Pty) Ltd; "Customer", "you" and "your" refer to the purchaser of our goods. By signing our credit application, issuing a purchase order, or accepting delivery of goods, you agree to the terms below.)

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1. Credit Terms

1.1. All amounts reflected on our monthly statement are payable **within thirty (30) days of statement date**, unless we have agreed in writing to a different term.

1.2. Interest will accrue on any overdue balance at **2 % per month**, calculated and capitalised monthly, from the day after the account falls due until the day payment is received in full.

2. Certificate of Indebtedness

A certificate signed by any one director of the Supplier that states the amount owing, the interest accrued and the fact that the amount is due and payable **constitutes prima facie proof** of the indebtedness for the purpose of provisional-sentence, summary-judgment or any other proceedings. It is not necessary to prove the authority of the director who signs the certificate.

3. Suretyship by the Signatory

The person who signs our credit application **binds himself or herself as surety and co-principal debtor in solidum** for all sums that the Customer may owe the Supplier, waives the benefits of exclusion and division (beneficium excussionis et divisionis) and the defences of *non numeratae pecuniae* and *non-causa debiti*, and acknowledges full understanding of those terms. All provisions of these Conditions apply *mutatis mutandis* to the suretyship.

4. Retention of Title and Passing of Risk

4.1. Ownership of goods passes to you only once every amount you owe us—on any account whatsoever—has been paid in full, notwithstanding that the goods may already be in your possession.

4.2. Risk in the goods passes to you on delivery to your premises or on collection by a carrier nominated by you.

5. Events of Default and Supplier's Remedies

If you—

- violate any provision of these Conditions or of your credit agreement;
- fail to pay any amount punctually;
- suffer a civil judgment, publish a notice of surrender, are provisionally or finally liquidated, sequestrated or placed under business-rescue, or (if a natural person) die;

then, without limiting any other remedy available to us, we may **cancel any unfulfilled contract, suspend further deliveries, demand immediate payment of everything you owe, and/or repossess unpaid goods**. Exercising any one remedy does not prevent us from later claiming damages.

6. Credit-Information Consent

You consent that we may—

6.1. verify the information on your credit application and make any other reasonable enquiries;

6.2. obtain your credit profile from any recognised credit bureau at any time while your account remains open;

6.3. report your payment behaviour to such bureaus and to other credit grantors; and

6.4. add your details to our own direct-marketing list (you may opt out in writing at any time, in compliance with the Protection of Personal Information Act 4 of 2013).

7. Returns Accepted at Our Discretion

If we agree, in writing, to accept a return of goods that are not defective, you must return them in saleable condition and pay a **handling fee of not less than fifteen per-cent (15 %)** of the original selling price. All freight costs are for your account.

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8. Condition of Sale and Notification of Defects

8.1. Unless expressly stated otherwise, all goods are sold **voetstoots** (as-is) and without additional warranties other than those set out in our Warranty & Guarantee Policy or required by the CPA.

8.2. You must inspect every delivery immediately. If you wish to dispute liability or raise a quality complaint you must inform us **in writing within seven (7) days of receiving the goods**, failing which the goods are deemed to have been accepted in all respects. At our sole option we may repair, replace or refund the affected goods.

9. Goods Manufactured to Your Specification

Where goods are made, adapted or installed strictly in accordance with your drawings, measurements or instructions, **we accept no responsibility for their fitness for purpose**. You bear all risk arising from those specifications.

10. Limitation of Liability and Indemnity

Except for liability that cannot lawfully be excluded under the CPA, **we are not liable for any indirect, consequential or special damages, including loss of profit, loss of business or removal and re-installation costs**. You indemnify us against any third-party claim that exceeds these limitations.

11. Monthly Statements

We will send a statement each month that shows the opening balance, all debits and credits, the closing balance, and any amounts overdue.

12. Queries on Statements

Any query must reach us **within ten (10) days of the statement date**. If no query is received within that period, the statement will be deemed correct and binding.

13. Method of Payment

All payments must be made **by electronic transfer** into our nominated bank account (currently Nedbank, Branch 164 826, Account 1648-153739) or into such other account that we notify in writing. Cash payments and payments to other accounts are at your risk.

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14. Right of Set-Off

We may, without notice, **set off** any amount that we owe you against any amount that you owe us on any cause of action.

15. Allocation of Payments

Payments we receive are appropriated **first to legal costs, then to interest, and finally to capital**.

16. Early Payment

You may pay more than the required instalment or settle the full outstanding balance at any time without penalty.

17. Adjusting or Revoking Credit Facilities

We may reduce or withdraw your credit limit at any time if you breach these Conditions or if we reasonably consider your creditworthiness to have deteriorated.

18. Default Administration Costs

For every written demand sent to enforce payment we may charge the **statutory fee for a registered letter of demand** under the Magistrates' Courts Act 32 of 1944, plus necessary delivery expenses.

19. Legal Costs

If we instruct attorneys to collect an overdue account you will pay **all costs on the attorney-and-own-client scale**, including collection commission.

20. Jurisdiction and Domicilium

20.1. You consent to the non-exclusive jurisdiction of the Magistrates' Court, notwithstanding that the claim may exceed its monetary limit. We may nevertheless choose to proceed in any other competent court.

20.2. Your chosen *domicilium citandi et executandi* (address for service of legal process) is the physical address stated on your credit application unless you notify us of a new address in writing.

21. No Waiver

Any grace, extension of time or other indulgence that we grant you **does not constitute a waiver** of our rights and does not amend these Conditions.

22. Entire Agreement and Variation

These Conditions (together with any written credit-application form that you sign) constitute the **entire agreement** between the parties. Any variation or consensual cancellation is valid only if **reduced to writing and signed** by both parties.

23. Governing Law

This agreement is governed by and must be interpreted in accordance with the **laws of the Republic of South Africa**.

(The Customer must initial each page and sign below to indicate acceptance of all the above terms.)

____________________________ | ____________________________

Authorised signatory of the Customer *Date*

____________________________ | ____________________________

For Castaway Polymer Castings (Pty) Ltd *Date*