General Terms and Conditions of Business of Vitruvius Design (Pty) Ltd.

General Terms and Conditions of Sale

Version: September 2024
Vitruvius Design (Pty) Ltd

1. INTERPRETATION

1. In this Document, unless the context clearly indicates otherwise:
2. clause headings are for convenience only and are not to be used in its interpretation.
3. an expression which denotes any gender includes the other genders; a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa.
4. the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
   "Costs" any costs related to the supply of the Products, including but not limited to the cost of freight, insurance, applicable taxes, duties, tariffs and charges of any nature whatsoever imposed in any country or territory, either directly or indirectly, in respect of the sale or supply of the Products, or payments for them

   "Delivery Place" the place of delivery of the Products, which place shall be specified on the Invoice

   "Document" the terms and conditions contained in this document, together with the schedules hereto which include but are not limited to all Price Lists and Invoices

   "Invoice" the written invoice provided by the Company to the Purchaser which contains, inter alia, the details of the Product, the Purchase Price thereof, and any other information related to the Product

   "Manufacturer" the manufacturer of the Products

"Parties" the Company and the Purchaser and "Party" shall be either one of them as the context may indicate

"Price List" the price list in the possession of the Purchaser, which price list contains a list of the current Products of the Company, together with the current prices therefore

"Prime" the publicly quoted basic rate of interest per annum charged from time to time by the Company's Bankers in respect of monies lent and advanced on unsecured overdraft, which interest shall be calculated daily and compounded monthly in arrears on a 365 (three hundred and sixty five) day year, as certified by any manager of the said bank (whose appointment, designation and authority need not be proved), which certificate shall serve as prima facie proof of its contents

"Product" any products supplied by the Company to the Purchaser in terms of this Document as read with the Price List and the Invoice

"Purchase Price" the purchase price of the Products as set out in the Price List plus any Costs (if applicable)

"Purchaser" the Party to whom the Company is supplying the Products in accordance with the Terms and Conditions contained in this Document

"the Company" Vitruvius Design (Pty) Limited, Registration Number 2024/486522/07

"VAT" value added tax levied in terms of the Value Added Tax Act, 89 of 1991, as amended

5. schedules and attachments to this Document shall be deemed to have been incorporated herein and shall form an integral part hereof and expressions defined in this Document shall bear the same meanings in such schedules or attachments.
6. if the due date for performance of any obligation in terms of this Document is a day which is not a business day then (unless otherwise stipulated), the due date for

performance of the relevant obligation shall be the immediately succeeding business day.

7. any words or expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout the whole of this Document.
8. any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which is transmitted electronically in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
9. any reference to:
    1. days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time.
    2. "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time; and
    3. "writing" means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication in a manner and a form such that it can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
10. the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "includes" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

11. where a particular number of business days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first event occurs and including the day on which or by which the second event is to occur.

12. where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

2. RECORDAL

1. This Document sets out the general terms and conditions of sale between the Company and the Purchaser

2. These terms and conditions comprise the only terms and conditions upon which the Company will do business with the Purchaser and shall prevail notwithstanding any terms or conditions contained in any Price List or Invoice or any other document available at any time or otherwise brought to the Company's attention by the Purchaser.

3. SALE OF THE PRODUCTS

1. The sale of the Products by the Company to the Purchaser shall be subject to the terms and conditions recorded in this Document.

2. An order may only be placed by the Purchaser, based on the information contained in the Price List, in writing. A non-refundable, minimum order of R 5000 (excluding VAT) is required for Vitruvius Design to deliver and orders below this value should be self-collected. Anything below our minimum order will attract our minimum delivery fee of R250.00 .This applies within the borders of the Republic of South Africa only.
Orders for STEINBERG/GSI AND KEUCO products require a 50% deposit before the processing of the order can be made. Deposits are strictly non-refundable, and goods have to be taken by the customer upon arrival.

3. Once an order is received by the Company, the Company shall generate an Invoice reflecting the Products to be supplied and the Purchase Price thereof whereupon the order shall become binding on the Parties and the Purchaser shall be deemed to have accepted, and agreed to become bound by, the terms and conditions set out herein.

4. Each Invoice shall set out the following details:
    1. the Products ordered by the Purchaser and the specifications pertaining to such Products.
    2. the quantities of the Products being purchased.
    3. the method of delivery of the Products.
    4. the Delivery Place; and
    5. the Purchase Price payable by the Purchaser to the Company in respect of the Products and/or delivery thereof.
5. The Products shall be sold in accordance with the relevant Manufacturer's warranties if applicable.

4. PURCHASE PRICE AND PAYMENT

1. The Products are sold to the Purchaser by the Company, at the Purchase Price as set out in the Invoice.
2. The Purchase Price is exclusive of VAT.
3. Payment is to be made in full in accordance with the terms agreed between the Company and the Purchaser.
4. Payments by the Purchaser shall not be deemed to have been received unless electronically paid into the Company's bank account.
5. The Purchaser may not make any deduction from the Purchase Price in respect of any alleged rights to set off or counterclaims whatsoever.
6. The amount of the indebtedness of the Purchaser to the Company at any time shall be proven, on the face of it, by a certificate issued under the signature of any one of the Company's managers, whose office need not be proved. In addition, such certificate shall be valid as a liquid document in any competent court for the purpose of obtaining summary judgement against the Purchaser and such certificate shall be deemed to be sufficient particularly for the purposes of pleading or trial in any action instituted against the Purchaser.

7. Should any amount not be paid by the Purchaser on the due date, then the whole amount in respect of all purchases by the Purchaser (if applicable) shall become due, owing and payable, irrespective of the dates when the Products were purchased, and the Purchaser shall be liable to pay interest in respect all unpaid amounts as at the due date at Prime compounded per month or part thereof on all overdue amounts from due date until date of payment, calculated and payable monthly in advance. Should the said interest not be paid in full by the Purchaser, such interest will be added to the amount outstanding, and the total shall form the principal debt which shall then bear interest in the same way as set out above.
8. The Company may appropriate all payments made by the Purchaser to such accounts as it in its sole and absolute discretion elects.
9. The Company shall have the right to suspend deliveries and to exercise its rights in terms of clause 4.7 if any amount due by the Purchaser is unpaid.

5. DELIVERY AND RISK

1. All risk in and to the Products shall be deemed to have passed to the Purchaser on the date on which the Product is delivered to the Purchaser by the Company at the Delivery Place.
2. If delivery is postponed and/or delayed due to the Purchaser's conduct or due to a circumstance outside of the Company's control, the risk passes to the Purchaser against written notification from the Company of readiness for despatch.
3. Ownership of the Product shall pass to the Purchaser on the date that payment of the total Purchase Price is received by the Purchaser.
4. If delivery of the Product is postponed at the Purchaser's request, the Purchaser must compensate the Company for costs incurred due to storage and all and any related and/or ancillary costs incurred due to the delay in delivery including storage costs. Notwithstanding the aforesaid, after expiry of a reasonable period of time, the Company is entitled to dispose of the Product otherwise and to provide the Purchaser with a replacement delivery after a reasonably extended period of time.

6. COMPANY'S RIGHT TO POSSESSION OF PRODUCTS ON BREACH BY THE PURCHASER

1. Should the Purchaser fail to effect payment of any amount on the due date therefore, the Purchaser undertakes to, and shall forthwith return the Product to the Company together with all issued and current documents, certificates and exemptions (if any) pending institution of an action by the Company for payment of the monies then owing; alternatively, the Company shall have the right to withdraw any Invoice and claim return of the Product. The Purchaser further agrees that in any such event the Company shall have the right to obtain an attachment order in any court of competent jurisdiction to place the Product in the custody of the Company pending the conclusion of any such action instituted or to be instituted against the Purchaser.
2. The aforesaid rights shall be in addition to and without prejudice to and not in substitution of any rights to which the Company may be entitled in law for obtaining an order for attachment of the Product or an interdict against the Purchaser.

7. RETURNS, REPAIRS AND REFUNDS (SOUTH AFRICA ONLY)

1. Return of Products delivered by the Company is, in principle, never accepted unless the Products are proven to be defective. Should the Company agree in writing to accept a return as an exception, a processing fee of 5% (five percent) of the net value of the returned products plus VAT will be levied by the Company. The transportation risk and transportation costs will be borne by the Purchaser. The product must be in original condition and packaging. No damaged product will be accepted for return.
2. In the event that the Purchaser finds any of the Products to be defective by reason of improper material and workmanship, the Purchaser must within 72 hours after delivery of the Products inform the Company of the defect, in writing, and return the Products to the Company. All claims in this regard must be accompanied by an original tax Invoice from the Company.
3. If the Purchaser returns the Product and the Product breaks or is damaged (other than as a result of misuse or tampering) again, then the Company will advise the Purchaser whether the Product will be further repaired, replaced or whether a refund will be paid by the Company to the Purchaser.
4. The Purchaser hereby undertakes and agrees to comply at all times with the provisions of the Consumer Protection Act No 68 of 2008 (“CPA”) regarding returns, repairs and refunds and the implied warranties in respect thereof. To the extent that any claim is

made and/or any loss or damages are suffered by the Company as a result of a failure by the Purchaser to comply with these provisions of the CPA, the Purchaser hereby indemnifies the Company accordingly.

8. INTELLECTUAL PROPERTY

1. Copyright and any other intellectual property rights in any/all drawings, tools, models, artwork, proofs, sketches, engraving, negatives, stereos, dies, moulds, and other designs produced by or for the Company for the purpose of manufacturing the Products will remain the property of the Company unless otherwise agreed in writing, signed by both the Company and the Purchaser. To the extent necessary, the Purchaser hereby cedes and makes over to the Company such copyright and any other intellectual property rights of the Purchaser in respect of any such drawings, tools, models, artwork, proofs, sketches, engraving, negatives, stereos, dies, moulds, and other designs.
2. The Purchaser shall promptly inform the Company of any threat, claim or allegation of which the Purchaser becomes aware that the Products (or any of them) infringe the intellectual property or other rights of any person and shall, if so required by the Company, at the Company's expense, take all reasonable steps to enable the Company to defend any such threat, claim or allegation.

9. LIMITATION OF LIABILITY

1. To the extent permissible in law, the Company's liability to the Purchaser for all and any claims, losses, damages or expenses from any cause whatsoever shall be limited to the direct damages proven, provided that same shall not exceed the Purchase Price.
2. In no event shall the Company be liable for any incidental, consequential, or any other indirect loss or damage, including but not limited to lost profits or revenues, nor for exemplary or punitive damages. These limitations of liability shall apply regardless of the form of action, and regardless of whether the Purchaser has been advised as to the possibility of such damages and/or losses.

10. INDEMNITY

The Purchaser hereby indemnifies and holds the Company harmless against any losses, costs, damages, penalties, or claims suffered, incurred or made against the Company by any third party which arise from the Product or out of the use or misuse of the Product by the Purchaser or any third party whatsoever, including but not limited to, the Purchaser's employees.

11. APPLICABLE LAW AND JURISDICTION

1. The Purchaser consents to the jurisdiction of the High Court of South Africa, Gauteng Local Division for the purpose of all or any legal proceedings arising from or concerning this Document.
2. This Document shall be interpreted and governed in all respects by the laws of the Republic of South Africa.

12. GENERAL

1. No variation or modification of this Document shall be of any force or effect unless the same shall be confirmed in writing and signed by all the Parties.
2. No waiver or abandonment by any Party of any of its rights in terms of this Document shall be binding on that Party unless such waiver of abandonment is in writing and signed by the waiving Party.
3. This Document as read with the Price List and the Invoice constitutes the entire agreement between the Parties in regard to the subject matter hereof and there have not been and there are no agreements, representations, or warranties between the Parties other than those specifically set forth herein.

Version: 27 September 2024 Vitruvius Design (Pty) Ltd