



## **Terms and Conditions**

**1.** Smartstat (Pty) Ltd. shall not be liable in respect of any warranties and/or representation of any nature whatsoever given or made by the salesman or selling agents who have no authority to bind the company in any respect whatsoever.

**2.** Smartstat (Pty) Ltd. may select any mode of transport and may deliver in one of several lots. Inability of the seller to fulfil any part of this contract does not give buyers the right to cancel remainder of the order. Delivery may be sent wholly or in part.

**3.** Goods, products or specifications are given and/or supplied in good faith and buyer is responsible for satisfying itself as to their nature and quality upon receipt, before using them. The buyer assumes all responsibility and liability for consequential loss or damage resulting from the handling or use of the said goods after receipt.

**4.** Any claims shall lapse and be unenforceable unless lodged with the seller within seven days of delivery. Upon receipt of claim, the seller shall be entitled to inspect the goods and take samples. In the event of any goods being returned to the seller the buyer shall arrange transport and shall pay the cost of such transport and delivery to the seller's warehouse. The seller's liability shall be limited to replacing any goods supplied which are proved to be defective to the satisfaction of the seller.

**5.** Payment shall be made in accordance with the agreement ie. Electronic Funds Transfer before order is executed. Should the buyer commit a breach of any other terms and conditions of this contract, then, without prejudice to the seller's right to rely upon any other additional remedies available to the seller in law, the seller shall have the right to:-

**5.1** Retain all monies paid by the buyer under this contract prior to cancellation, either as rouwkoop, or by way of penalty, or as liquidated damages, or as payment in respect of the prejudice which the parties hereby agree will be suffered by the seller as a result of the breach aforementioned:-

**5.2** In lieu of exercising the rights of the seller under 5.1, cancel this contract and claim and recover from the buyer such damages as the seller may be able to prove he seller has suffered and the seller shall:-

**5.2.1** Be entitled to retain all payments made by the buyer prior to the cancellation until the actual amount of damages has been determined by a Court, and

**5.2.2** Thereupon set off such damages against the amount referred to in 5.2.1

**6.** For the purposes of all proceedings hereunder the parties consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrates Court Act 23 of 1944 as amended notwithstanding that such proceedings are otherwise beyond such jurisdiction. This clause shall be deemed to constitute the required consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates Court Act 32 of 1944 as amended.

**7.** The buyer warrants that the person signing this Contract is a duly authorised person for the purpose hereof and whose signature is binding upon the buyer.

**8.** The conditions set out herein are the only conditions which apply to this contract and no other terms, conditions or representations shall be of any effect, whatsoever made prior to or subsequent to the date hereof, unless in writing and signed by the seller or his duly authorised agent.

**9.** The seller shall not be responsible for delay or non-fulfilment of an order because of war, riots, strikes, lock-outs, government enforced law and restrictions such as lockdown, acts of God or accidents to factories, warehouse or failure of manufacturers and/or suppliers of component parts or any other cause whatsoever and howsoever arising beyond the seller's control. The seller shall have right in such event to cancel the contract and the buyer such cancellation by the seller.

**10.** The buyer chooses his/her/its postal address as stated on the reverse side hereof as his/her/its domicilium citandi et executandi at which address all notices and legal processes in relation to this contract or to this contract or to any action arising hereunder may be effectually delivered and served on the buyer