

TERMS & CONDITIONS

1. The applicant acknowledges that despite delivery, ownership in the goods shall not pass until the goods are paid for in full.
2. Notwithstanding the foregoing, risk in the goods shall pass to the applicant upon receipt of delivery.
3. **The applicant shall pay for goods supplied / services rendered within 30 (thirty) days of date of statement.**
4. Should any amount not be paid by the applicant on due date then the whole amount in respect of all purchases by the applicant shall become due, owing and payable, irrespective of when the goods were purchased and the applicant shall be liable to pay interest on any outstanding at the maximum rate permissible in accordance with the Prescribed Rate of Interest Act.
5. The Customer shall not be entitled to set off any amount, which it may allege to be claimable to it from Global Specialised Systems (Pty) Ltd, against any amount owing by the Customer to Global Specialised Systems (Pty) Ltd.
6. Ownership of all goods sold and delivered shall, notwithstanding delivery, remain vested in Global Specialised Systems (Pty) Ltd shall be fully entitled without prejudice to any of its rights, to repossession of such goods at the risk and expense of the Customer.
7. Nothing herein nor act performed in pursuance hereof shall be deemed to be a credit Transaction as defined in the Credit Agreements Act 75 of 1980 and the provisions of that Act shall not apply hereto or to any act performed in pursuance hereof.
8. The invoice(s) so rendered by Global Specialised Systems (Pty) Ltd to the Customer shall serve as prima facie proof of the amount owing by the Customer and of the goods having been duly delivered to the Customer.
9. The Company shall have the right to suspend deliveries in the event that any amount due by the applicant remains unpaid.
10. **The Company shall retain the right to suspend or withdraw credit facilities, in the event that credit facilities are suspended or withdrawn, written notice shall be given to the applicant of such suspension or withdrawal and the reason therefore.**
11. The Company is open to receiving legitimate queries in regard to any defects in any products supplied within the period prescribed in terms of the Consumer Protection Act. Any queries must be accompanied with the original invoice and delivery note. Further the Company shall not be held liable for any damages, harm, loss or consequential damage whatsoever arising out of the misuse or abuse by the customer, wear and tear and failure by the customer to follow usage and / or storage instructions. The Company will only consider claims for short delivery within 7 (seven) days of delivery and where such claim is submitted in writing and accompanied by the original invoice and delivery note.
12. Should the applicant fail to make payment timeously or withhold payment or any portion thereof for any reason whatsoever the Company shall be entitled to withdraw or reverse any agreed discount or rebate and claim immediate payment of all amounts owing.
13. **If, in the exercise of its discretion, the Company agrees to accept the return of any non-defective, correctly supplied goods for credit, then the applicant shall be liable to pay the Company's handling charge of 10% (ten percent) on the invoiced price of the goods returned.**
14. These terms and conditions and all modifications and amendments hereof shall be governed by and decided upon and construed under and in accordance with the Laws of the Republic of South Africa.
15. The applicant shall pay all legal costs on the scale as between attorney and client including tracing fees and collection charges which the Company may incur in taking any steps pursuant to a breach of any of the terms of this agreement by the applicant.
16. A certificate issued and signed by any Director or Manager of the Company, whose authority need not be proved, in respect of any indebtedness of the applicant to the Company or in respect of any fact including but not limited to the generality of the foregoing, the fact that such goods were sold and delivered, shall be evidence of the applicant's indebtedness to the Company unless proven otherwise.
17. The applicant's physical address as given on the front page of the application shall be recognised as the applicant's elected delivery address for the purposes, in terms of this agreement whether in respect of service of court process in terms of the agreement, notice, the payment of amount or any communications of any nature.

18. In the event of the applicant being a juristic person, the Director or member, as the case may be, signing this application on behalf of the applicant warrants their authority to do so and by affixing their signature thereto agrees to be bound as surety and co-debtor of the applicant and accepts liability for the applicant's obligations in terms of this agreement.
19. The applicant hereby consents to the company checking the applicant's credit record with any credit reference agency. The applicant also consents to the company providing credit reference agencies with regular updates about the conduct of the applicant's account including the failure to meet the agreed terms and conditions. The applicant further agrees that the credit reference agencies may, in turn, make the applicant's record and details available to other credit grantors.
20. The applicant consents to the Company carrying out identity and fraud prevention checks and sharing information relating to this application through the South African Fraud Prevention Service.
21. This application must be accompanied by proof of identity / registration and proof of residence / registered business address.
22. This constitutes the full agreement between the applicant and the Company and no variations thereto shall be valid unless reduced to writing and signed by both the applicant and the Company.
23. Please note that any personal information submitted to Global Specialised Systems will be collected, processed, and stored as is necessary to carry out actions for the conclusion or performance of the agreement entered into between the parties in accordance with the Protection of Personal Information Act."
24. **Please note that any personal information submitted to us will be collected, processed, and stored as is necessary to carry out actions for the conclusion or performance of the agreement entered into between the parties in accordance with the Protection of Personal Information Act.**