

## **SPACE AND STYLE LIMITED'S TERMS AND CONDITIONS.**

1. The client agrees that (a) this Agreement represents the entire Agreement between the client and selling/ manufacturing company namely **SPACE AND STYLE LTD** (hereinafter called Space) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the client and a duly authorized representative of Space; (b) this agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolute terms or conditions; (e) any conflicting conditions stipulated by the client are expressly excluded; (f) these terms supersede all previous conditions of agreement without prejudice to any securities or guarantees held by Space.
  - 2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Space at its business address or at any of its branch offices.
  - 2.2 Any order only becomes final and binding on receipt and acceptance of such order by Space at its business address per clause.
- 3 The signatory hereby binds himself / herself in his / her personal capacity as shareholder (in the case of a company), member (in the case of a close corporation) or owner or partner as surety and co-principal debtor jointly and severally for the full amount due to Space and agrees that these standard conditions will apply in the exact same way to him / her.
4. The client acknowledges that it does not rely on any representations made by Space regarding the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures, and other technical data furnished by Space in respect of the goods or services orally or in writing will not form part of the agreement in any way unless agreed to in writing by Space.
  - 5.1 The client agrees that neither Space nor any of its employees will be liable for any negligent or innocent misrepresentations made to the client.
  - 5.2 It is the sole responsibility of the client to determine that the goods or services ordered are suitable for the purposes of intended use.
  - 5.3 The client agrees to pay all additional costs resulting from any acts or omissions by the client including suspension of work, modification of requirements, failure, or delay in giving particulars required to enable work to proceed on schedule or required payments for work be completed earlier than agreed.
  - 5.4 Space reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the client should such goods be superseded, replaced or their manufacture terminated.
- 6.1 All quotations will remain valid for a period of **7** days from the date of the quotation or until the date of a new price list, whichever occurs first.
- 6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Space and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Space before acceptance of the order.
- 6.3 If the client disputes the amount of increase, the amount of the increase may be certified by the Finance Manager and the documentation issued shall be final and binding on the client.
- 6.4 The client hereby confirms that the goods or services on any tax invoice issued duly represent the goods or services ordered by the client at the prices agreed to by the client and, where delivery / installations has already taken place, that the goods or services were inspected and that the client is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 6.5 The goods may be exchanged or returned for credit by the client within **14** days of the delivery date subject to prior written approval by Space.

- 6.6** All goods to be returned or exchanged shall be dispatched and carriage paid by the client and shall be subject to a handling fee as per the Space, available on request.
- 6.7** Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these standard conditions of agreement and may not be revoked by the client.
- 6.8** Space shall be entitled in its sole discretion to split the delivery / installation of the goods ordered in the quantities and on the dates it decides.
- 6.9** Space shall be entitled to invoice each delivery / installation made separately.
- 6.10** Space and style's delivery note, signed by the client or a third party engaged to transport the goods and held by Space shall be prima facie proof that delivery was made to the client.
- 6.11** The risk of damage to, destruction or theft of goods shall pass to the client on acceptance of any order placed in terms of this agreement and the client undertakes to comprehensively insure the goods until paid for in full. Space may recover insurance premiums from the client for such ordered and uninsured goods.
- 6.12** Delivery and installation times quoted are merely estimates and are not binding on Space.
- 6.13** If Space agrees to engage a third party to transport the goods, Space is hereby authorized to engage a third party on the client's behalf and on the terms deemed fit by Space.
- 6.14** The client indemnifies Space against any claims against Space that may arise from such agreement in clause 6.13.
- 6.15** Repair times and repair costs given are merely estimates and are not binding on Space.
- 6.16** Any item handed for repair may be sold by Space to defray costs of such repairs if the item remains uncollected within **30** days of the repairs.
- 6.17** All goods taken on an evaluation, approval or demonstration basis by the client are deemed sold if not returned within **30** (thirty) days of issue or **150** (one hundred and fifty) days in the case of consignment goods) in the original condition, in the original packaging and with all accessories and manuals intact.
- 6.18** The client acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to Space.
- 6.19** The client shall indemnify Space against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark, or design supplied by the client.
- 6.20** In the event of clients ordering goods online, the client shall be entitled to exercise a cooling-off right within **7** days of receiving the goods. The client shall be liable for the cost of returning the goods.
- 7.1** New goods are guaranteed according to the Space's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Repairs outside the guarantee period are guaranteed for a period of one month against faulty workmanship.
- 7.2** Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Space.
- 7.3** No claim under this Agreement shall arise unless the client has, within **14** days of an alleged breach of contract and/or defect occurring, given Space written notice by prepaid registered post of such breach or defect, and has afforded Space at least **30** days to rectify such defect or breach.
- 7.4** The client shall return any defective moveable goods to the premises of Space at the client's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the client.
- 7.5** All guarantees are immediately null, and void should any goods be tampered with, or goods be broken by anyone other than Space, or should the goods be used or stored outside Space specifications.
- 8.** Under no circumstances shall Space be liable for any consequential damages including loss of profits or for any edictal liability of any nature whatsoever whether caused negligently or innocently.
- 8.1** Under no circumstances shall Space be liable for any damage arising from any misuse, abuse or neglect of the goods or services.
- 9.** The client agrees that the amount contained in a tax invoice issued by Space shall be due and payable unconditionally (a) cash on order; or (b) if the client is a credit approved customer, within **30** days from the end of the month in which a tax invoice was issued by Space.
- 9.1** The client agrees to pay the amount on the tax invoice at any branch offices of Space.
- 9.2** The risk of payment by cheque rests with the client.

**10.** The client has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the client and any such extension will not be applicable or enforceable unless agreed to by Space, reduced to writing and signed by the client and a duly authorized representative of Space.

**10.1**The client is not entitled to set off any amount due to the client by Space against any debt.

**10.2**No settlement discounts will be granted under any circumstances.

**11.1** The client agrees that the amount due and payable to Space may be determined and proven by a written document issued and signed by the Managing Director of Financial Manager of Space, whose authority need not be proven or by any independent auditor. Such document shall be binding and shall be prima facie proof of the indebtedness of the client.

**11.2** Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions local legal requirements have not been met.

**12.1** The client agrees that interest shall be payable at the maximum legal interest rate prescribed by the local laws on any moneys past due date to Space and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

**13** The client expressly agrees that no debt owed to Space by the client shall become prescribed before the passing of a period of three years from the date the debt falls due.

**14.1**The client agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause **9 (b)** above in the case of a credit approved customer; Space: (i) entitled to immediately institute action against the client at the sole expense of the client; or (ii) to cancel the agreement and take possession of any goods delivered to the client and claim damages. These remedies are without prejudice to any other right Space may be entitled to in terms of this agreement or in law. Space reserves its right to stop supply immediately on cancellation or on non-payment.

**14.2**A credit approved client will forthwith lose this approval when payment is not made according to the conditions of clause **9 (b)** and all amounts then outstanding shall immediately become due and payable.

**14.3**Space shall be entitled to withdraw credit facilities at any time within its sole discretion.

**15.1** In the event of cancellation, the client shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

**15.2** In the event of cancellation of the Agreement by Space. it is entitled to repossess any goods that have been delivered to the client and remains unpaid by the due date. It is also it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the client.

**16.1** All goods supplied by Space remain the property of Space until such goods have been fully paid for whether such goods are attached to other property or not.

**16.2** The client is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Space. The client shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Space in the goods.

**17.1** The client shall be liable to Space for all legal expenses on the attorney-and-own-client scale incurred by Space in the event of (a) any default by the client or (b) any litigation regarding the validity and enforceability of this Agreement. The client shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Space may demand.

**18.2** The client agrees Space will not be required to furnish security in terms of local laws.

**18.** The client agrees that no indulgence whatsoever by Space will affect the terms of this Agreement or any of the rights Space and such indulgence shall not constitute a waiver by Space in respect of any of its rights herein. Under no circumstances will Space be estopped from exercising any of its rights in terms of this Agreement.

**19.** The client hereby consents that Space shall have the right to institute any legal action in either at the Magistrate's court or at the High Court at its sole discretion. These competent courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

**20.1** Any document shall be deemed duly presented to and accepted by the client (i) within 5 days of prepaid registered mail to any of the client's business or postal addresses or to the personal address of any director, member or owner of the client; or (ii) within 24 hours of being faxed to any of the client's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the client or any director, member or owner of the client; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the client.

**20.2** The client chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (*domicilium citandi et executandi*) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

**20.3** The client undertakes to inform Space in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the client's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Space reserves the right, at its sole discretion, to withdraw any credit facility advanced to the client.

**20.4** The client hereby consents to the storage and use by Space of the personal information that it has provided to Space for establishing its credit rating and to Space disclosing such information to credit control companies, banks and other institutions involved in rating credit. The client agrees that Space will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

**20.5** The client hereby agrees that the credit facility is a variable credit facility, and that Space shall be entitled to increase its credit limit from time to time.

**21.** The client agrees to the Standard Rates of Space for any goods or services rendered, which rates may be obtained on request.

**22.** Each provision of this agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

**23.** Any order is subject to cancellation by Space due to acts of God or any circumstance beyond the control of Space, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought, or legislation.

**24.** Any order is subject to cancellation by Space if the client breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination, or judgement is recorded against the client or any of its principals.

**25.** The client agrees that Space will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clauses 23 or 24 occur.

**26.** This Agreement and its interpretation is subject to local laws.