



CHRIS AUTO ELECTRICAL

SPARES & REPAIRS CC

Reg. No. 97/42062/23



HEAD OFFICE
212 Soutter Street
Pretoria West 0183
P.O. Box 8065
Pretoria 0001
Tel: (012) 327-5404/5/6
Tel: (012) 327-6504/5/6/7
Fax: (012) 327-6211

WITBANK BRANCH
37B Stevenson Street
Witbank X 25
1035
P.O. Box 8065
Pretoria 0001
Tel: (013) 692-7150
Fax: (013) 692-7155

Web Address: www.caelex.co.za
E-Mail: info@caelex.co.za

CAELEX – Chris Auto Electrical Spares & Repairs cc. Conditions of sale Official as of January 2012

Except as otherwise agreed in writing, all transactions, quotations, tenders, offers to contract and contracts (whether written or oral) for the supply of Goods by CAELEX – Chris Auto Electrical Spares & Repairs cc. to the Customer, shall be subject to the following standard terms and conditions of sale:

1 DEFINITION

- 1.1 "CAELEX" means CAELEX trading as Chris Auto Electrical Spares & Repairs cc., Registration No.97/42062/23, of 212 Soutter Street, Pretoria West, 0001, Pretoria, Gauteng, Republic of South Africa;
- 1.2 "Goods" means all goods sold by CAELEX to the customer, being automotive auto electrical and associated products.
- 1.3 The "Customer" means the purchaser of the Goods.

2 PURCHASE AND SALE

- 2.1 The Customer shall be bound by these standard terms and conditions of sale in all transactions for the purchase of the Goods.
- 2.2 The Customer shall inform its clients that the Goods are sold subject to these standard terms and conditions of sale and the Customer shall be deemed to have so informed its clients in respect of all sales of the Goods by the Customer to its clients.

3 ORDERS

- 3.1 CAELEX reserves the right, for any reason whatsoever to decline any order and/or to suspend delivery and/or to decline to supply the Goods to the Customer.

4 PAYMENT

- 4.1 Unless otherwise agreed to by CAELEX in writing, the Customer shall pay cash for any Goods unless the Customer has an account with CAELEX where an application for credit has been completed and signed which stipulates payment terms and which must be strictly adhered to.
- 4.2 All amounts overdue for payment shall accrue interest at the maximum rate permitted in terms of the Usury Act, 73 of 1968. The interest shall be calculated and paid monthly in advance. If the interest is not paid, it shall be added to the capital owing and the whole amount shall form the principal debt, which shall continue to accrue interest in this way until payment in full is received from the Customer.

5 SET OFF

- 5.1 The Customer shall not withhold payment for the Goods under any circumstances and waives any right of set off against CAELEX in respect of any amount which may now or in the future become owing by CAELEX to the Customer.

6 DELIVERY

- 6.1 Although CAELEX will endeavor to deliver the Goods according to the Customer's requirements, CAELEX will not be bound by the Customer's delivery requirements and shall not be liable in any manner whatsoever for any failure or delay in delivery.
- 6.2 CAELEX shall in its discretion be entitled to make and invoice part-deliveries.
- 6.3 When making delivery at the Customer's premises or other premises nominated by the Customer, the Customer shall be responsible for receiving, unloading and checking the Goods in the presence of the CAELEX driver or representative making delivery.
- 6.4 In the event of short delivery, the Customer shall forthwith upon delivery endorse CAELEX's copy of the delivery documentation, specifying details of the short delivery. Within three (3) days of such delivery, the Customer shall lodge a claim in writing, emailed to info@caelex.co.za or faxed to 012-3276211 with CAELEX in respect of such short delivery.
- 6.5 In the event that the Goods are delivered in a damaged or defective state, the Customer shall forthwith upon delivery endorse CAELEX's copy of the delivery documentation detailing the damage or defects to the Products. The Customer shall within three (3) days of such delivery notify CAELEX in writing, emailed to info@caelex.co.za or faxed to 012-3276211 of such damage or defects in the Goods delivered and within this period, shall return all the damaged and defective Goods (at Customer's own cost) to CAELEX.
- 6.6 If CAELEX agrees with the Customer's claim, CAELEX will either make up the shortfall or replace the damaged or defective Goods, as the case may be.
- 6.7 CAELEX shall not be liable to the Customer for any loss or damage howsoever arising, whether direct or consequential, as a result of short-delivery or delivery of damaged or defective Goods.
- 6.8 Delivery of the Goods at the place of delivery nominated by the Customer shall constitute good delivery, whether or not anyone receives delivery on behalf of the Customer.





CHRIS AUTO ELECTRICAL

SPARES & REPAIRS CC

Reg. No. 97/42062/23



HEAD OFFICE
212 Soutter Street
Pretoria West 0183
P.O. Box 8065
Pretoria 0001
Tel: (012) 327-5404/5/6
Tel: (012) 327-6504/5/6/7
Fax: (012) 327-6211

WITBANK BRANCH
37B Stevenson Street
Witbank X 25
1035
P.O. Box 8065
Pretoria 0001
Tel: (013) 692-7150
Fax: (013) 692-7155

Web Address: www.caelex.co.za
E-Mail: info@caelex.co.za

6.9 If on the instructions of the Customer, the Goods are delivered to a courier for delivery to the Customer, delivery to the Customer shall be deemed to have been made on delivery/collection of/to the courier, who shall at all times be the Customer's agent for this purpose.

7 OWNERSHIP

- 7.1 CAELEX shall remain the owner of the Goods until they are paid for in full by the Customer.
- 7.2 The Customer shall ensure that until paid for, the Goods remain separate from other products sold by the Customer and readily identifiable as CAELEX's Goods.
- 7.3 If the Customer fails to pay, CAELEX shall be entitled to repossess the Goods, without prejudice to any of its other rights.
- 7.4 For so long as ownership in the Goods remain vested in CAELEX, the Customer shall:
- 7.5 Keep the Goods free from attachment, any landlord's hypothec, lien or any other legal encumbrance, charge or process;
- 7.6 Not without CAELEX's prior written consent sell, or in any way dispose of the Goods;
- 7.7 Notify its landlord of CAELEX's reservation of ownership in the Goods;
- 7.8 Keep the Goods insured against loss or damage through fire, theft or any other risk with an insurer acceptable to Continental, for the replacement value thereof. The Customer shall pay the premiums arising from such insurance promptly and upon request, shall forthwith on demand display the insurance policy and proofs of payment to CAELEX.

8 RISK

- 8.1 On delivery of the Goods to the Customer, the risk in and to the Goods shall pass to the Customer, notwithstanding that ownership in the Goods remains vested in CAELEX.

9 WARRANTY

- 9.1 Save to the extent provided for in this clause, CAELEX makes no representations whatsoever and gives no guarantees against latent or patent defects in the Goods. All conditions and warranties whatsoever in respect of the Goods, whether flowing from statute, the common law or otherwise, are excluded.
- 9.2 CAELEX shall not incur any liability of whatever nature for any injury, loss or damage to any person or property arising from the purchase or use of the Goods.
- 9.3 The Goods supplied by CAELEX shall be suitable only for the purposes for which they are designed. The Customer shall ensure the Goods are handled, stored, installed, used, operated and otherwise dealt with in a normal and proper manner and where applicable, in a manner consistent with the instructions given by CAELEX or the original manufacturer of the Goods.
- 9.4 Save to this extent, no claim shall arise against CAELEX as a result of or in connection with any defects in, or unsuitability of the Goods.

10 INDEMNITY

- 10.1 CAELEX shall not be liable for any claims of whatsoever nature and howsoever arising from direct or consequential loss or damage sustained by the Customer or any of the Customer's clients in connection with the use of the Goods and the Customer hereby indemnifies CAELEX against all such claims.

11 BRANDING, MARKING

- 11.1 The Customer shall not deface, brand, rebrand, modify or tamper in any way whatsoever with the Goods.
- 11.2 The Customer shall not sell, offer for sale, advertise or supply the Goods if they have been defaced, branded, rebranded or tampered with in any way.

12 SECURITY

- 12.1 Any claim the Customer may at any time have arising wholly or partially out of or in connection with the disposal by it of the Goods, or some of them, shall be deemed to have been ceded to CAELEX as security for the Customer's obligations hereunder.

13 CUSTOMER'S DOCUMENTS

- 13.1 In all transactions with the Customer, any clauses or conditions contained in or forming part of the Customer's documents shall not amend or modify these standard terms and conditions of sale and CAELEX shall not be bound thereby.
- 13.2 These standard terms and conditions of sale shall supersede any conflicting clauses or conditions, whether verbal or whether contained in any of the Customer's documents.

14 PROPRIETARY RIGHTS

- 14.1 The Customer shall not do anything to infringe the proprietary rights of CAELEX in respect of the Goods.

15 CREDIT

- 15.1 CAELEX shall in its sole and absolute discretion be entitled to alter any credit facilities granted to the Customer. CAELEX shall be entitled to ask the Customer, who shall be obliged to provide, guarantees to secure payment of the purchase price of the Goods.





CHRIS AUTO ELECTRICAL

SPARES & REPAIRS CC

Reg. No. 97/42062/23



HEAD OFFICE
212 Soutter Street
Pretoria West 0183
P.O. Box 8065
Pretoria 0001
Tel: (012) 327-5404/5/6
Tel: (012) 327-6504/5/6/7
Fax: (012) 327-6211

WITBANK BRANCH
37B Stevenson Street
Witbank X 25
1035
P.O. Box 8065
Pretoria 0001
Tel: (013) 692-7150
Fax: (013) 692-7155

Web Address: www.caelex.co.za
E-Mail: info@caelex.co.za

16 EXCHANGE RATE

- 16.1 In respect of any transaction for which CAELEX quotes in Rands and the exchange rate applies, CAELEX will be paid the Rand equivalent of the quoted price irrespective of the exchange rate ruling at the date of payment.
- 16.2 In respect of import/export sales, the Customer shall be responsible for obtaining all the necessary Governmental approvals and requisite permits. CAELEX shall endeavor to assist the Customer in this regard in so far as this may be necessary.
- 16.3 If any such authorization or permit is refused or revoked, the Customer shall make good all expenses or losses CAELEX may have incurred in assisting the Customer to secure such authorizations or permits, provided that loss of profit will be excluded unless the refusal or revocation is due to fault on the Customer's part.

17 INDULGENCE

- 17.1 No relaxation or indulgence granted to the Customer by CAELEX, at any time, shall be deemed to be a waiver of any of CAELEX's rights in terms hereof, and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions set out herein, or create any estoppel against Continental.

18 LEGAL COSTS

- 18.1 The Customer shall pay all legal costs, including attorney and client costs and collection commission, which CAELEX may incur in taking any steps pursuant to any breach of these standard terms and conditions of sale.

19 APPLICABLE LAW

- 19.1 If the Customer:
- 19.2 breaches any condition contained in these conditions;
- 19.3 fails to pay any amount due and payable on due date;
- 19.4 permits any civil judgement to be taken or entered against it;
- 19.5 causes a notice of surrender of its estate to be published in terms of the Insolvency Act No 24 of 1936, as amended;
- 19.6 dies;
- 19.7 is placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management, as the case may be then and in that event CAELEX shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of the Goods to the Customer without notice, and to repossess the Goods sold and delivered by CAELEX to the Customer, or to claim specific performance of all the Customer's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to CAELEX's right to claim damages.

20 MAGISTRATE'S COURT

- 20.1 The Customer consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act, 32 of 1944 in respect of any claims, notwithstanding that the amount of the claims may exceed the jurisdiction of the Court. However this consent shall not preclude CAELEX from proceeding in any other Court of competent jurisdiction.

21 DOMICILIUM

- 21.1 The Customer chooses domicilium citandi et executandi at the delivery address.

END OF TERMS



Directors: Mr. C.K. Gregoriou - Mrs. S.J. Gregoriou - Mr. J.H. de Bruyne