



TERMS AND CONDITIONS OF TRADE

1. No order placed by the Buyer shall become binding upon Broadcast Lines cc ("the COMPANY") until it has been accepted by a duly authorised representative of the COMPANY at the COMPANY'S head office which shall be deemed to be the place at which all contracts are concluded. It shall not be necessary for the COMPANY to give formal notice of acceptance of any Order to the Buyer.
2. No terms or conditions appearing in any of the Buyers documents, including the Buyers Purchase Order, which are at variance with these terms and conditions shall be binding upon the COMPANY.
3. The buyer acknowledges that any sales representative taking an Order from the buyer does not have the authority to bind the COMPANY and that no representation, warranties or any other statements made or given by any employee of the COMPANY shall be binding on the COMPANY unless given in writing under the signature of a duly authorised representative of the COMPANY.
4. These terms and conditions apply to all contracts of sale entered into between the parties and no variations thereof, including any variation of this Clause, shall be binding upon the COMPANY.
5. Prices quoted by the COMPANY are the COMPANY'S current prices, which are a guideline only. The prices payable by the buyer will be the COMPANY'S price ruling at the date of dispatch.
6. Prices are net and are not subject to discount unless a discount has been agreed upon in writing.
7. Payment shall be made to the COMPANY as per credit facility granted by the COMPANY.
8. Payment Terms:

Please insure that payment is made on collection/delivery of goods either by cash, cheque or internet transfer, in which case proof of payment would need to be presented. The company does provide credit card facilities.
9. Payment may not be withheld pending the settlement of any dispute.
10. The COMPANY does not guarantee delivery on the date specified in any order but will endeavour to give delivery on that date. Late delivery shall not invalidate any contract of sale between the parties nor render the COMPANY liable for any damages whatsoever.
11. Where goods are delivered by the COMPANY'S own transport, then delivery shall be deemed to have been affected once it is rendered at the agreed point of delivery and risk shall pass to the applicant at that time. Off-loading shall be the responsibility of the Buyer and at the Buyer's own risk whether or not the Buyer requires the COMPANY employees to affect or assist in the off-loading.
12. In cases where goods are collected by the Buyer from the COMPANY'S premises or where an independent transporter is utilised, the risk of loss or damage in and to the goods sold shall pass to the Buyer on loading thereof on the relevant vehicle.
13. Goods will only be release for collection/delivery during working hours.
14. Only registered business addresses will be deemed as delivery addresses. Our staff members are prohibited to make arrangements for collections/deliveries after hours or to any private residential addresses, be it their own or the clients.
15. Notwithstanding anything to the contrary herein contained, ownership of goods sold to the Buyer shall remain vested in the COMPANY until the COMPANY has received payment of the full purchase price, notwithstanding that goods may have been purchased for re-sale.
16. The COMPANY reserves the right to cancel any contract with the Buyer should fulfilment be delayed or rendered impossible by war, invasion, insurrection, riot, order of any government, municipal or civil authorities, breakdown, accidents, labour disputes or any other cause beyond the reasonable control of the COMPANY and/or the COMPANY'S suppliers. The Buyer shall not be entitled to cancel the contract by reason of any delay in delivery howsoever caused.
17. The COMPANY may immediately cancel any contract between it and the Buyer or any uncompleted part thereof if the Buyer:
 - 17.1 commits a breach of any of the terms and conditions hereof or of any other contract between the COMPANY and the Buyer;
 - 17.2 being an individual, dies or is provisionally or finally sequestrated or surrenders his estate;
 - 17.3 being a partnership, the partnership is terminated;

- 17.4 being a company or close corporation, is placed under provisional or final order of liquidation or judicial management;
- 17.5 on any judgement being granted against the Buyer;
- 17.6 compromises or attempts to compromise generally with any of the Buyer's creditors;
- 16 Any amount owed by the Buyer to the COMPANY in respect of any claim is not paid on due date then all amounts owed to the COMPANY by the Buyer shall at once become due, owing and payable.
- 17 Overdue amounts owing by the Buyer to the COMPANY shall bear interest at a rate of 0.1% per day calculated daily in advance on the balance from time to time, payable by the Buyer to the COMPANY.
- 18 If the COMPANY instructs its attorneys to recover any claim against the Buyer and whether or not action is instituted, and without prejudice to any other rights which the COMPANY may have, the COMPANY shall be entitled to recover from the Buyer all legal costs incurred by it, including, but without limitation to, all attorney and own client charges, tracing fees and such collection commission as the COMPANY is obliged to pay its attorneys.
- 19 The COMPANY gives no warranties and makes no representation as to the suitability of goods sold for any specific purpose.
- 20 The COMPANY shall be exempted from and shall not be liable under any circumstances whatsoever for:
- a. any indirect or consequential damages of any nature whatsoever, however arising, including any loss of profit which the Buyer may suffer as a result of any breach or cancellation by the COMPANY of any of its obligations;
 - b. any negligence on the part of the COMPANY or that of its servants or agents in carrying out any of their obligations in terms of any agreement between the parties;
 - c. the COMPANY'S liability in respect of any claim based on defective goods, is limited to replacing such goods as against the return to it of the goods in question.
- 21 No indulgence or relaxation of rights granted by the COMPANY shall be prejudicial to or constitute a waiver of any of the COMPANY'S rights under this agreement or at law and any waiver of rights by the COMPANY shall not be construed as such unless such waiver is reduced to writing and signed by the COMPANY.
- 22 The Buyer hereby consents to the jurisdiction of the Magistrate's Court notwithstanding that the amount claimed may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of Act 32 of 1944 as amended, provided, however, that the COMPANY shall have the right at its sole option and discretion to institute proceedings in any other competent Court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
- 23 A Certificate signed by a director of the COMPANY reflecting particulars of the amount owing by a Buyer to the COMPANY shall be prima facie proof of the amount due and payable by the buyer for the purposes of any legal action.
- 24 Credit facilities allowed by the COMPANY are at the COMPANY'S discretion and the COMPANY is entitled without notice to the buyer, at any time to vary, curtail or terminate such facilities.