ALUMINIUM
TRADING JHB

STANDARD TERMS AND CONDITIONS

Version July 2026

Metals, made easier.

Aluminium Trading JHB (Pty) Ltd | Reg No 2011/001826/07
120-128 Terrace Road, Sebenza, Edenvale, 1609 | +27 (0)11 457 7200 | www.aluminiumtrading.co.za

HOW THESE TERMS APPLY

These Terms govern every transaction between the Company and the Customer, however placed. No signature is required for these Terms to apply.

A Customer is bound by these Terms from the moment it: requests a quotation; places an order in any form; accepts a quotation; issues a purchase order; instructs manufacture; makes any payment; accepts delivery; or accepts Order Ready, whichever occurs first. The Company, however, is bound to no order until it has accepted that order in accordance with clause 4.

These Terms are available: (a) on the Company's website at www.aluminiumtrading.co.za; (b) on request from the Company; and (c) attached to or forming part of the Credit Application form.

These Terms supersede and replace all previous versions of the Company's standard terms and conditions for all transactions concluded on or after the effective date of this version.

Aluminium Trading JHB (Pty) Ltd
Reg No: 2011/001826/07 | Address: 120-128 Terrace Road, Sebenza, Edenvale, 1609
Postal Address: Postnet Suite #54, Private Bag X1, Edenglen 1613, South Africa
Tel: +27 (0)11 457 7200 | Email: accounts@aluminiumtrading.co.za | Web: www.aluminiumtrading.co.za
Directors: A.L Broekhuizen, A.J Broekhuizen, C.J Lenferna

Banking Details (see clause 29.6):
The Company's banking details never change. They appear on the Company's formal quotations, invoices and statements, and are confirmed by the Company's accounts department on +27 (0)11 457 7200. The Company does not publish its banking details on its public website, and will never notify a change of banking details by email, WhatsApp or any other electronic message. Before your first payment, or if any document shows different details, phone the accounts department to confirm.

IMPORTANT COMMERCIAL RISKS: READ CAREFULLY

The following are key commercial risks under these Terms. By requesting a quotation, placing an order, issuing a purchase order, making a payment, or accepting delivery or Order Ready, the Customer acknowledges having had a reasonable opportunity to read these Terms and agrees to be bound by them in their entirety. Clause references are provided for ease of navigation.

#	RISK	SUMMARY
1	NO ADVICE	The Company provides no design, engineering, technical, metallurgical or suitability advice. All specification decisions are the Customer's sole responsibility. (Clause 3)
2	SPECIFICATION RISK	The Customer is solely responsible for selecting materials and ensuring the Goods are fit for the intended purpose, application, environment and regulatory requirements. (Clause 3)
3	COMPANY ACCEPTANCE	No contract exists until the Company accepts an order by written order acknowledgement or by commencing manufacture. Payment of any amount, including a deposit, does not oblige the Company to perform. (Clauses 4.2, 4.4)
4	DEPOSITS AND CLEARED FUNDS	Where a deposit or pre-payment is required, the order is accepted only once funds have cleared in the Company's account AND been allocated using the correct Quote or order number reference. Proof of payment is not payment. Missing or incorrect references are entirely the Customer's risk, including lapse of the quoted price. (Clause 4.5)
5	ACCOUNT PAYMENT TERMS	Accounts are 30 days from statement. Cleared funds must REFLECT in the Company's bank account by the last Business Day of the month following invoice. A payment released but not yet reflected is late; bank delays are the Customer's risk. (Clause 8.2)
6	RISK AT ORDER READY	Risk of loss, damage, theft, corrosion and deterioration passes to the Customer when Goods are made available for collection, regardless of payment, ownership or physical collection. (Clauses 11.2, 14.3)
7	STORAGE CHARGES	Uncollected Goods attract storage, handling and administration charges from the eighth calendar day after Order Ready. The Company may sell or scrap abandoned Goods after notice. (Clause 14)
8	STAGED DELIVERY	Requests to stage, defer or call off delivery do not defer invoicing or payment. Payment terms run from Order Ready, not delivery or collection. (Clause 8.9)
9	CUSTOM GOODS	Once manufacture commences on Goods made to specification, the order cannot be cancelled and the full price remains payable. (Clause 16.11)
10	72-HOUR WINDOW	Patent Defects must be reported in writing within 72 hours of Order Ready. Failure to report within this window constitutes acceptance. (Clause 17.1)
11	INSPECT BEFORE USE	The Customer must inspect Goods before installation, processing, fabrication or use. Use, installation or incorporation constitutes irrevocable acceptance and extinguishes all Patent Defect rights. (Clause 17.2)
12	NO RETURNS AS OF RIGHT	Goods may not be returned as of right. Custom Goods are never returnable. Goodwill returns of stock goods only, within 14 days, in perfect resaleable condition, inspected at the Company's premises. (Clause 18)
13	LIMITED WARRANTY	The Company warrants only against Latent Defects in its manufacture. No warranty of fitness for purpose is given. Mill-supplied material is subject to the mill's own warranty only. (Clause 19)
14	LATENT DEFECT TIME BAR	Latent Defect claims must be notified in writing within 6 months of Order Ready, failing which they are waived. (Clause 19.7)
15	LIABILITY CAP	The Company's maximum liability is limited to the price paid for the specific Goods or Services giving rise to the claim. No liability for indirect, consequential or production losses. (Clause 20)
16	LIEN	The Company may retain, and after notice realise, any Customer property in its possession, including Customer-supplied material, work in progress and tooling, as security for all amounts owing. (Clause 15.6)
17	AUTHORITY	Any person who requests a quote, places an order, supplies drawings or approves revisions is deemed authorised and binds the Customer. (Clause 2.7)
18	ELECTRONIC COMMS	Email, messaging and electronic communications are binding. The risk of cybersecurity failures, phishing and business email compromise within the Customer's systems lies with the Customer. (Clause 29)
19	BANKING DETAIL FRAUD	The Company's banking details never change and are not published online. The Company will never notify a change by email; any such message is fraud. Before a first payment, or if any document shows different details, verify by phoning the Company's accounts department on the published switchboard number. Payments to any other account are entirely at the Customer's risk. (Clause 29.6)
20	PERSONAL SURETYSHIP	Where a Credit Application is signed on behalf of a juristic person, the signatory binds themselves personally as surety and co-principal debtor under the Deed of Suretyship in the Credit Application for all present and future obligations of the Customer. (Clause 10)
21	LEGAL COSTS	On default, the Customer and surety are jointly and severally liable for the Company's legal costs on the attorney-and-own-client scale, including collection commission and tracing charges. (Clause 27.7)

This summary does not replace the full Terms and Conditions. The Customer is responsible for reading the full Terms before transacting. Available at www.aluminiumtrading.co.za and on request.

1. DEFINITIONS AND INTERPRETATION

1.1 "**the Company**" means Aluminium Trading JHB (Pty) Ltd (Registration Number 2011/001826/07), including any division under which it trades from time to time. Aluminium Trading Group (Pty) Ltd (Registration Number 1996/000271/07) is the holding company and a third-party beneficiary of these Terms.

1.2 "**the Agreement**" means these Terms, together with any Credit Application, Quote and/or order acknowledgement applicable to the relevant transaction.

1.3 "**Breach Event**" means any of the following: (a) a breach by the Customer of any provision of these Terms that, if capable of remedy, remains unremedied for 3 Business Days after written notice; (b) an attempt by the Customer to compromise with creditors; (c) placement of the Customer in business rescue, liquidation or sequestration, whether provisional or final; (d) any judgment against the Customer remaining unsatisfied for 5 calendar days; or (e) the Customer ceasing or threatening to cease to carry on business.

1.4 "**Business Day**" means any day other than a Saturday, Sunday or South African public holiday.

1.5 "**Consumer**" means a natural person, or a juristic person whose asset value or annual turnover, at the time of the relevant transaction, is below the threshold prescribed under section 6 of the CPA (currently R2 million). The Customer is responsible for disclosing its classification under clause 2.6.

1.6 "**COD Customer**" means a Customer purchasing on a cash-with-order, cash-before-collection, cash-on-collection, EFT, card or other non-credit basis, without an approved Credit Facility.

1.7 "**Account Customer**" means a Customer who has applied for and been granted a Credit Facility by the Company.

1.8 "**CPA**" means the Consumer Protection Act 68 of 2008 and its regulations, as amended.

1.9 "**Custom Goods**" means Goods manufactured, cut, bent, welded, machined, finished, powder coated or anodised to the Customer's specifications, including laser-cut and waterjet-cut components, and any other Goods made to order that cannot be resold to another customer without material rework.

1.10 "**Delivery**" means the physical handover of the Goods by the Company to the Customer, its courier, carrier, collection agent or authorised representative. Delivery is a distinct event from Order Ready and from Release of Goods.

1.11 "**Goods**" means all materials, products and Custom Goods manufactured or supplied by the Company.

1.12 "**Installation**" means any fitting, mounting, fixing, assembly, integration or incorporation of the Goods into any structure, system or environment, not performed by the Company unless agreed in a separate signed written installation agreement.

1.13 "**Latent Defect**" means a defect that: (a) is not reasonably discoverable on inspection at the time of Order Ready; (b) is attributable to the Company's manufacture; and (c) existed at the time of Order Ready.

1.14 "**Material Supply, Processing and Related Services**" means the Company's scope of activities, including without limitation: sourcing, procurement, processing, fabrication, manufacturing, finishing, treatment, assembly, packaging, handling, storage, logistics, value-added services, outsourced services and supply of Goods, and any current or future service offered or provided by the Company in connection with the Goods. Physical transportation beyond the Company's premises is an optional add-on service, separately charged, and does not extend the Company's obligations beyond those applicable at Order Ready. This definition is illustrative and not exhaustive.

1.15 "**NCA**" means the National Credit Act 34 of 2005 and its regulations, as amended.

1.16 "**Order Ready**" means the point at which Goods have been completed, identified to the order and made available for collection from the Company's premises, notified to the Customer by the Company. Order Ready triggers the collection period, storage charges, transfer of risk and the Company's abandonment rights, irrespective of whether the Goods have been released or physically delivered.

1.17 "**Patent Defect**" means a defect that is visible or reasonably discoverable on reasonable inspection at the time of Order Ready.

1.18 "**POPIA**" means the Protection of Personal Information Act 4 of 2013.

1.19 "**Quote**" means a quotation issued by the Company stipulating charges for Goods and/or Services.

1.20 "**Release of Goods**" means the Company's authorisation of collection or Delivery. The Company may withhold Release of Goods pending payment in full, credit approval, settlement of overdue amounts or compliance with these Terms. Order Ready does not oblige the Company to release the Goods. Storage charges accrue from Order Ready regardless of whether Release of Goods has been authorised.

1.21 "**Representative**" means the person who signs any Credit Application, accepts a Quote, or otherwise acts on behalf of the Customer in dealings with the Company.

1.22 "**Services**" means any processing, fabrication, manufacturing, finishing, treatment, coating, anodising, laser cutting, waterjet cutting, CNC processing, assembly, packaging, handling, storage, sourcing, procurement, logistics, value-added service, outsourced service or any other current or future service performed, arranged, supplied or facilitated by the Company in connection with the Goods. Services exclude Installation unless agreed in a separate signed written agreement.

1.23 Words importing the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

1.24 References to legislation include that legislation as amended, re-enacted or replaced and any subordinate legislation made under it.

2. APPLICATION, INCORPORATION AND CUSTOMER CLASSIFICATION

2.1 These Terms govern all manufacture, supply and sale of Goods and Services by the Company to the Customer and all matters incidental thereto, including all current and future debts and dealings, to the exclusion of any terms the Customer seeks to impose, unless expressly accepted in writing by a director of the Company.

2.2 These Terms are incorporated into and form part of every transaction between the Company and the Customer concluded on or after the effective date of this version, including the ongoing operation of any running account. No signature is required. A Customer becomes bound by these Terms from the moment it, in any form or by any means, does any of the following: requests a quotation; places or confirms an order; issues a purchase order; approves drawings or specifications; instructs the commencement of manufacture; makes any payment to the Company; accepts delivery; or accepts or acknowledges Order Ready. Conduct constituting any of the foregoing is, for the purposes of the Electronic Communications and Transactions Act 25 of 2002 and the CPA, a clear, unambiguous and voluntary acceptance of these Terms. The Customer's being bound by these Terms does not oblige the Company to accept any order; clause 4 applies.

2.3 No purchase order terms, pre-printed Customer terms or any other terms proposed by the Customer form part of the Agreement, even where the Company commences or completes performance after receiving them, unless expressly accepted in writing by a director of the Company. The Company's commencement of performance is not acceptance of the Customer's terms.

2.4 These Terms are available to the Customer at any time: (a) on the Company's website at www.aluminiumtrading.co.za; (b) on request from the Company; and (c) attached to or forming part of the Credit Application. The Customer is responsible for reading these Terms before transacting. Failure to read these Terms does not relieve the Customer of any obligation arising from them.

2.5 These Terms supersede and replace all previous versions of the Company's standard terms and conditions. Where a previous Credit Application incorporated an earlier version, this version applies to all transactions concluded on or after its effective date.

2.6 The Company determines whether the Customer is a Consumer for the purposes of clause 26 based on the financial information contained in the Credit Application or otherwise disclosed. The Customer warrants the accuracy of that information and must notify the Company within 5 Business Days of any material change. Where no Credit Application is completed, the Company treats the Customer as a Consumer unless the Customer confirms in writing, before the transaction, that it is a juristic person at or above the applicable CPA threshold.

2.7 Any director, member, trustee, employee, procurement officer, project manager, buyer, agent, representative, contractor or other person who, by email, telephone, WhatsApp, any electronic messaging platform, purchase order, or any other means, requests a quotation, places an order, supplies drawings, approves drawings, approves revisions, requests manufacture, arranges collection or accepts Delivery or Order Ready on behalf of or in connection with the Customer, is deemed duly authorised by the Customer, and the Customer is bound by their actions as if it had acted directly. The Company is not required to verify the authority of any such person unless it has actual knowledge of fraud or has received express prior written notice of revocation of authority from a director of the Customer.

3. SCOPE: MATERIAL SUPPLY, PROCESSING AND RELATED SERVICES ONLY

3.1 The Company's entire scope of work is Material Supply, Processing and Related Services as defined in clause 1.14. The Company does not undertake, and is not engaged to perform, Installation, commissioning, design, design certification, structural or environmental suitability assessment or any advisory or professional service, unless expressly agreed in a separate signed written agreement specific to that work.

3.2 The Company gives no warranty and makes no representation that the Goods are fit for any particular purpose, application, structure or environment. The Customer alone is responsible for determining suitability, including: structural suitability; engineering suitability; environmental suitability; corrosion resistance; service life; durability; regulatory compliance; fitness for purpose; and the selection of the correct material, grade, alloy, finish and thickness.

3.3 All Installation and all exposure of the Goods to any environment after Order Ready is entirely at the Customer's own risk. The Company accepts no liability for any defect, failure, corrosion, rust, oxidation, degradation, discolouration or operational failure arising after Order Ready and caused by Installation, handling, storage, environmental exposure, fair wear and tear, misuse, modification, incorrect specification or any cause other than a Latent Defect in the Company's manufacture.

3.4 Where the Customer specifies material, grade, alloy, thickness, coating, finish or dimensions, the Company manufactures strictly to that specification and accepts no liability for the suitability or performance of that specification.

3.5 Surface rust, white rust, oxidation, weathering and finish degradation are natural characteristics of metal products exposed to the environment after Order Ready and do not constitute a manufacturing defect.

3.6 The Company does not provide, and is not professionally qualified to provide, any design, engineering, technical, metallurgical, material selection, structural, environmental or corrosion resistance advice. No statement, comment, opinion, suggestion or estimate by any Company director, employee, agent or representative constitutes advice, a representation or a warranty on which the Customer is entitled to rely. Any such statement does not shift specification responsibility to the Company.

3.7 If the Company as a courtesy identifies an apparent problem with an order, that courtesy does not constitute advice, does not create any duty to identify or warn of any other matter, and does not make the Company responsible for the suitability, design or performance of the Goods.

3.8 The Customer acknowledges it has not relied on any representation, statement, recommendation, estimate, sample, drawing review, opinion or communication by the Company or any of its directors, employees, agents or representatives when placing an order. The Customer confirms it has placed its order on the basis of its own assessment, knowledge, judgment and professional advice.

3.9 The Customer is solely responsible for ensuring the Goods, specifications, drawings, materials, designs, installations and intended use comply with all applicable laws, regulations, codes, standards, engineering requirements, municipal requirements, industry standards and statutory obligations.

4. QUOTATIONS, ORDERS AND ACCEPTANCE

4.1 A Quote is open for the Customer's response within 7 calendar days of the date the Company sends it. A Quote not responded to within that period lapses automatically and is subject to repricing to reflect any changes in raw material prices, exchange rates, energy costs, labour costs or other input costs.

4.2 A Quote is an invitation to do business only and is not an offer capable of acceptance by the Customer so as to create a contract. The Customer's acceptance of a Quote, placement or confirmation of an order, issue of a purchase order, approval of drawings, or payment of any amount including a deposit, constitutes an offer by the Customer to purchase on these Terms. A binding contract arises only when the Company accepts that offer, either by issuing a written order acknowledgement or by commencing manufacture or procurement, whichever occurs first. The Company may decline any offer in its sole discretion, without reasons and without liability, notwithstanding receipt of any payment.

4.3 If an accepted order contains a bona fide administrative error by the Company, the Company will notify the Customer, who may elect to proceed on corrected terms or cancel without penalty. The Company is not liable for breach in those circumstances.

4.4 The Company's written order acknowledgement, or its commencement of manufacture or procurement, is the only means by which an order is accepted. No silence, delay, quotation, delivery of a Quote, receipt of payment or course of dealing constitutes acceptance by the Company.

4.5 **Deposits, Pre-Payments and Cleared Funds**

4.5.1 The Company may, in its sole discretion, require payment of a deposit or of the full price before accepting an order. Where required, this is stated on the Quote or otherwise communicated to the Customer. All references in this clause 4.5 to a deposit include any required pre-payment, whether partial or in full.

4.5.2 Where a deposit is required, the Company will not accept the Customer's offer until the deposit is received in cleared funds in the Company's designated account and allocated under clause 4.5.3. Receipt and allocation of the deposit does not itself constitute acceptance; clause 4.2 applies. Until acceptance, the Company has no obligation to reserve material, capacity or pricing, or to commence procurement or manufacture. Lead times run from the date of acceptance, not the date of order or payment.

4.5.3 The Customer must use the Quote or order number provided by the Company as the payment reference for every payment. The Company receives numerous payments daily, including payments of identical amounts from different customers, and is under no obligation to identify, trace, match or allocate any payment that does not carry the correct reference. A payment is effective for the purposes of these Terms only when it has both (a) been received as cleared funds under clause 4.5.5; and (b) been identified and allocated by the Company's accounts department to the Customer and to the specific Quote or order. Allocation occurs within the Company's ordinary accounting processes. The Company is not liable for any delay in identification or allocation caused by a missing, incorrect or ambiguous payment reference, and every consequence of such delay, including lapse of the Quote under clause 4.5.4 and any delay in acceptance or lead time, is for the Customer's account. Payment of any amount does not of itself constitute acceptance of an order by the

Company, oblige the Company to perform, or revive a lapsed Quote. The Company may hold any payment it cannot identify or allocate as an unallocated credit, without interest and without any obligation arising from it, until reconciled.

4.5.4 If the deposit is not received in cleared funds within the Quote validity period in clause 4.1, the Quote lapses, any order based on it falls away, and the order is subject to re-quoting at prevailing prices. A deposit received after lapse is held as an unallocated credit against the re-quoted price. If the Customer does not accept the re-quote within 7 calendar days, the Company refunds the deposit in full, without interest, save that where the Company has commenced manufacture or procurement in respect of the order, the Company may deduct the costs actually incurred in that manufacture or procurement and refund the balance.

4.5.5 A payment is made, and cleared funds are received, only when the amount has been unconditionally credited to the Company's designated bank account and is available for the Company's use. Proof of payment, a payment notification, an EFT confirmation, a bank-generated SMS or email, a screenshot, or any similar document or notification does not constitute payment, is not evidence of cleared funds, and does not oblige the Company to accept an order, reserve stock or material, commence procurement or manufacture, or release Goods. This applies equally to payments made through "instant", "immediate" or real-time payment services. The Company may await clearance and may verify any payment with its bank before acting on it, without liability for any resulting delay. If clearance occurs after the Quote validity period in clause 4.1, clause 4.5.4 applies and the order is subject to re-quoting.

5. DRAWINGS, SPECIFICATIONS AND REVISION CONTROL

5.1 The Customer bears sole responsibility for ensuring that all drawings, specifications, dimensions, CAD files, revision numbers, quantities, material specifications and instructions supplied to the Company are complete, accurate, coordinated, suitable for the intended purpose and current at the time of supply.

5.2 The Company may rely on Customer-supplied information as supplied and is not responsible for reviewing, checking, validating, auditing or verifying it. The Company accepts no liability for any error, defect or non-conformance arising from inaccurate, incomplete or unsuitable Customer-supplied information.

5.3 The Company may, but is not obliged to, identify or query apparent errors or ambiguities. Failure to do so does not create liability.

5.4 The Company's Quote is based exclusively on the drawings, specifications, revisions and information expressly referenced in it. The Customer's offer under clause 4.2 confirms those documents are approved for manufacture and correctly reflect the Customer's requirements.

5.5 Any revised drawing, CAD file, specification, instruction or revision issued after the Customer's offer has no effect unless expressly acknowledged and accepted in writing by the Company. The Company's failure to acknowledge, reject or respond to any revision does not constitute acceptance.

5.6 In the event of any conflict between drawings, CAD files, specifications, purchase orders, emails, messages or verbal instructions, the documents expressly referenced in the Company's Quote and/or order acknowledgement prevail, unless otherwise agreed in writing.

5.7 The Company may suspend manufacture, require clarification or decline to commence or continue manufacture pending resolution of any discrepancy, ambiguity, conflict or revision, without liability for any resulting delay or cost.

6. VARIATIONS, CANCELLATION AND CHANGE MANAGEMENT

6.1 No variation, amendment or change to an accepted order is binding on the Company unless accepted in writing. The Company may accept or reject any requested variation in its sole discretion.

6.2 The Company may revise pricing, lead times, quantities and delivery dates to reflect any variation. Where manufacture, procurement, programming or preparation has commenced, the Company is entitled to recover all costs incurred to the date of the requested variation.

6.3 If the Customer declines revised pricing or terms arising from a variation, the Company may treat the order as cancelled and recover all costs incurred to that date.

6.4 Any delay caused by a variation request, failure to provide information, failure to approve drawings or failure to respond to requests for clarification automatically extends the Company's delivery obligations by a reasonable period, without liability.

6.5 The Customer may not cancel an accepted order without the Company's prior written consent. Where the Company consents to cancellation before manufacture has commenced, the Customer remains liable for all costs incurred or committed by the Company in respect of the order to the date of cancellation, including material procured or ordered, programming, engineering, preparation and administration. Once manufacture has commenced on Custom Goods, clause 16.11 applies and the order cannot be cancelled.

7. PRICING

7.1 All prices are in South African Rand and exclude value added tax ("VAT") unless expressly stated otherwise.

7.2 VAT is charged at the rate applicable on the date of invoice, not the date of order or acceptance, and may change between those dates in line with any legislative amendment.

7.3 Prices are valid only for the period specified in clause 4.1. Once an order is accepted by the Company, the price is fixed, save where the Customer varies scope, specification or quantity, or causes delay.

7.4 Manufacturing, processing and finishing service charges are quoted separately from material costs and are subject to the tolerances in clause 16.

7.5 Where import duties, currency fluctuations, mill surcharges, freight rates or other input costs increase materially between quotation and manufacture, the Company may adjust pricing and will notify the Customer. The Customer may accept the revised price or cancel the unfulfilled balance without liability for Goods already manufactured or materials already committed. [OPEN ITEM: AB to decide whether to restrict this cancellation right]

8. CHARGES AND PAYMENT

8.1 A COD Customer must pay in full before Order Ready. The Company will not release Goods until cleared funds are received and allocated under clause 4.5.

8.2 For an Account Customer with an approved Credit Facility, the Company invoices on Order Ready and accounts are payable on 30-day-from-statement terms: payment of all amounts invoiced in a calendar month is due such that cleared funds reflect in the Company's designated bank account on or before the last Business Day of the following calendar month, unless a different period is recorded on the Credit Application. A payment that is released, authorised or processed by the Customer but reflects in the Company's account only after that day is late. The Customer bears the risk of bank processing times, payment clearance periods, weekends, public holidays and inter-bank delays, and must release payment sufficiently early to ensure timely reflection of cleared funds. Statements are issued as a courtesy summary of invoiced amounts; non-receipt of a statement does not defer, suspend or excuse the payment obligation, which arises from each invoice at Order Ready.

8.3 Payment must be made by cash, card or EFT, or by such other payment method as the Company may expressly approve in writing. The payment obligation is discharged only when cleared funds are received in the Company's designated bank account. Proof of payment or notification of payment does not discharge the payment obligation and does not entitle the Customer to acceptance of an order, commencement of manufacture or Release of Goods.

8.4 The Customer may not withhold, reduce or defer payment for any reason, and may not claim any set-off, deduction or counterclaim against amounts owing, except where a competent court or applicable ombud has made a final determination that the disputed amount is not owing.

8.5 If the Customer fails to pay any invoice by its due date and the failure remains unremedied for 3 Business Days after written demand, all amounts owing by the Customer on any account whatsoever become immediately due and payable without further notice. The Company may appropriate any payment received to whichever outstanding amount it elects.

8.6 Interest on overdue amounts accrues as follows:

8.6.1 In respect of a juristic person at or above the NCA threshold: at 2% per annum above the prevailing prime overdraft rate of the Company's principal bankers, calculated daily and compounded monthly, from due date to date of payment in full. (This category falls outside the NCA.)

8.6.2 In every other case: at the maximum rate prescribed for incidental credit agreements under the applicable NCA Regulations (currently 2% per month), from due date to date of payment in full, subject to the in duplum rule.

8.7 On default, the Company may suspend further supply, cancel or reduce any Credit Facility, and forfeit any discount, rebate or credit otherwise due.

8.8 A certificate signed by any director of the Company setting out the amount owing constitutes prima facie proof of that amount for all purposes, including summary judgment proceedings.

8.9 The Company schedules manufacture in its sole discretion and invoices Goods, or each separate lot, at Order Ready. A request by the Customer to stage, split, call off, defer or reschedule delivery or collection, whether made before or after order placement, is a variation under clause 6, may be accepted or refused in the Company's discretion, and does not, whether or not accepted, defer Order Ready, invoicing, payment terms, risk transfer or storage charges. Payment terms run from the date of invoice at Order Ready, not from delivery or collection, and the Customer may not withhold or defer payment on the ground that it has requested, or is awaiting, later delivery or collection.

9. CREDIT FACILITY

9.1 Credit Facilities are granted entirely at the Company's discretion, based on the Credit Application, trade references, credit bureau checks and such other criteria as the Company may determine, including approval by the Company's trade credit insurer. The Company may refuse, reduce, suspend, withdraw or amend any Credit Facility at any time, without prior notice and without providing reasons.

9.2 The Customer and Representative consent to the Company: (a) accessing their credit bureau records for credit assessment and ongoing monitoring; and (b) disclosing details of this Agreement and the Customer's payment performance to credit bureaux and, where applicable, to the Company's trade credit insurer.

9.3 The Company may at any time, without prior notice: set, increase or reduce a Credit Limit; withhold Goods and require payment even within an unexceeded limit; withdraw the Credit Facility in whole or in part; and review, reassess or impose conditions on the Credit Facility.

9.4 The Customer acknowledges that Credit Facilities may be subject to conditions imposed by the Company's trade credit insurer, and that the Company may take any action required to comply with those conditions, including immediate suspension or withdrawal of credit.

9.5 The Company may suspend supply, require advance payment, reduce a Credit Facility or withhold Release of Goods immediately, without prior notice, if: (a) credit insurance cover in respect of the Customer is withdrawn, reduced, suspended or limited; (b) the Customer exceeds any approved Credit Limit; (c) the Customer exceeds agreed payment terms; (d) adverse credit bureau information becomes available; or (e) the Company reasonably believes continued credit supply creates unacceptable risk.

9.6 Where the NCA applies to the Customer, the Company's Credit Facility constitutes an incidental credit agreement as contemplated in the NCA. The Company does not charge any initiation fee, service fee or credit facility fee. Interest is charged on overdue amounts only, in accordance with clause 8.6.

9.7 The Customer and Representative warrant the accuracy of all information in the Credit Application and must notify the Company in writing within 5 Business Days of any material change, including changes in directorship, ownership, financial position or trading status.

10. PERSONAL LIABILITY AND SURETYSHIP

10.1 Where the Customer is a juristic person, the Representative who signs the Credit Application binds themselves, in their personal capacity, as surety and co-principal debtor jointly and severally with the Customer, for the due and punctual payment of all amounts that are now or may in future become owing by the Customer to the Company on any account whatsoever, including amounts arising from any increase in Credit Limit, amendment to the Credit Facility or future dealings between the Customer and the Company, whether or not the Representative has specific knowledge of each transaction.

10.2 The Representative as surety expressly renounces the benefits of: the legal exceptions of excussion, division and cession of action; the beneficium ordinis seu excussionis; the exception non causa debiti; the exception errore calculi; and all other legal benefits or exceptions otherwise available to a surety, the meaning and effect of each of which the Representative confirms has been explained and is understood.

10.3 The suretyship is a continuing security not released or affected by: any indulgence granted to the Customer; any amendment, addition or novation of the Agreement; any change in the composition, directorship or ownership of the Customer; the sequestration, liquidation or business rescue of the Customer; any compromise or settlement in those proceedings; or any failure by the Company to enforce its rights.

10.4 The Representative's obligation as surety becomes immediately due and payable on the application for, or commencement of, business rescue or liquidation proceedings in respect of the Customer, and the Representative may not claim the benefit of any moratorium, stay or compromise in those proceedings.

10.5 This suretyship is in addition to, and not in substitution for, any other security or guarantee held by the Company.

10.6 The suretyship in this clause 10 is recorded in, and operative through, the Deed of Suretyship contained in the Credit Application signed by the Representative, which the Representative signs in a separate and personal capacity. This clause 10 supplements, and does not replace, that Deed.

11. ORDER READY, RELEASE OF GOODS AND DELIVERY

11.1 The default method of fulfilment is collection of the Goods by the Customer, or the Customer's nominated agent or courier, from the Company's premises. The Company is under no obligation to arrange or perform physical transportation.

11.2 Risk in the Goods, including risk of loss, theft, damage, corrosion and deterioration, passes to the Customer at Order Ready, regardless of whether the Goods have been released, physically delivered or paid for, and regardless of whether ownership has passed under clause 15.

11.3 The Company will notify the Customer when Goods are Order Ready. The Customer must arrange collection within 7 calendar days of notification, subject to Release of Goods having been authorised under clause 11.4.

11.4 The Company may withhold Release of Goods pending full payment, credit approval or settlement of any overdue amount. Storage charges under clause 14 accrue from Order Ready regardless of whether Release of Goods has been authorised.

11.5 Where the Company arranges physical transportation as an optional add-on service, it does so at the Customer's request and cost. The Company may use its own vehicle or appoint a third-party carrier. Arranging transportation does not extend the Company's obligations beyond those applicable at Order Ready.

11.6 Where the Company arranges transportation under clause 11.5, risk remains with the Customer during transit. The Company's liability for transit loss or damage is limited to direct loss caused by the gross negligence of its own employees and does not extend to any third-party carrier.

11.7 Estimated Order Ready and delivery dates are estimates only. The Company is not liable for loss caused by late Order Ready or late delivery, except where directly caused by the Company's gross negligence or wilful default.

11.8 The Company may fulfil an order in separate lots and invoice each separately. Part-delivery does not entitle the Customer to cancel the unfulfilled balance.

12. PACKAGING AND COLLECTION PREPARATION

12.1 The Company may charge for packaging, pallets, crates, wrapping, strapping, protective materials, packaging labour, repackaging and palletisation, whether or not included in the original Quote.

12.2 The Company determines the method and extent of packaging in its discretion. Special packaging requirements must be specified and agreed in writing before quotation. Packaging is not a guarantee against damage, corrosion, deterioration or mishandling during transit or storage.

12.3 Standard packaging is designed for collection under normal conditions. The Company accepts no liability for damage where the Customer's intended transportation or storage conditions required a higher standard of packaging.

13. CUSTOMER-NOMINATED COURIERS AND COLLECTION AGENTS

13.1 A courier, carrier or collection agent nominated by the Customer is the Customer's agent for all purposes. Risk transfers to the Customer on collection from, or release at, the Company's premises, including on loading onto the Customer's nominated vehicle.

13.2 The Company accepts no liability for errors by the Customer's courier; wrong deliveries or mixed loads; incorrect routing; vehicle unsuitability; loading or securing practices; or handling by the Customer's collection agent.

13.3 The Company may require any person collecting Goods to present a collection reference and a form of identification (identity document or driver's licence). The Company may release Goods on presentation of those documents and is not liable for any loss arising from a fraudulent or unauthorised collection where it acted in good faith.

13.4 Where Goods are released to a courier or collection agent and subsequently lost, damaged, misdirected or otherwise compromised, the Company bears no liability. The Customer's remedy lies against the courier or carrier directly.

14. STORAGE, UNCOLLECTED GOODS AND ABANDONMENT

14.1 Where Goods are not collected within 7 calendar days of Order Ready, the Company may charge storage, handling, administration, insurance and rehandling charges at its prevailing rates, commencing on the eighth calendar day after Order Ready. Storage charges accrue regardless of whether Release of Goods has been authorised.

14.2 The Company may move, relocate, stack, re-stack, repackage or transfer Goods within or between facilities, including third-party storage, at the Customer's risk and cost. The Company's facilities are operational industrial premises. Unless agreed in writing, the Company provides no climate-controlled, dust-free, weatherproof, humidity-controlled or specialised storage.

14.3 The Company is not liable for any deterioration, corrosion, oxidation, staining, contamination, weathering, water damage, condensation, finish degradation, packaging deterioration, discolouration, handling marks or any other change in condition arising from storage after Order Ready. All risk remains with the Customer during storage.

14.4 Where Goods remain uncollected for more than 30 calendar days after Order Ready, the Company may issue written notice requiring collection within a period of not less than 14 calendar days from the date of that notice.

14.5 If the Customer fails to collect within the period in a notice under clause 14.4, the Company may, without further notice or liability, sell, dispose of, recycle, scrap or otherwise deal with the Goods. The Company may apply any proceeds towards storage charges, handling charges, disposal costs, legal costs and any other amount owing, and holds any surplus for the Customer for a reasonable period. The Customer remains liable for any shortfall.

14.6 Custom Goods are non-returnable and may be treated as abandoned under clause 14.5 after notice. Where the Customer enters liquidation, business rescue or sequestration, the Company may immediately recover storage costs and exercise its rights under this clause, subject to applicable insolvency laws.

15. RETENTION OF OWNERSHIP AND LIEN

15.1 Ownership in the Goods, including Custom Goods, remains vested in the Company and does not pass to the Customer until the Company has received payment in full of the purchase price of those Goods and all other amounts owing by the Customer on any account whatsoever, notwithstanding that risk passes at Order Ready under clause 11.

15.2 Until ownership passes, the Customer holds the Goods as fiduciary bailee and agent of the Company. To the extent the nature of the Goods permits, the Customer must store them separately and identifiably. The Customer may not pledge, cede, encumber, lien or create any security interest over the Goods. The Customer must keep the Goods insured at full replacement value and, on request, note the Company's interest as owner on the policy.

15.3 On a Breach Event, the Company may, without prior notice or legal proceedings, enter any premises where unpaid Goods are stored and recover possession. The Customer irrevocably consents to such entry and recovery. This right is additional to, and not in substitution for, any other remedy.

15.4 This clause creates a real right of ownership enforceable against the Customer's trustee, liquidator or business rescue practitioner to the maximum extent permitted by the Insolvency Act 24 of 1936 and the Companies Act 71 of 2008.

15.5 Where the Customer sells, processes or incorporates the Goods before ownership passes, the Customer holds the proceeds of any such sale on behalf of the Company to the extent of the amount then owing, and must remit those proceeds to the Company immediately.

15.6 The Company has a lien over, and is entitled to retain possession of, all Goods, Customer-supplied material, work in progress, tooling, jigs, dies, drawings and any other property of the Customer in the Company's possession, as security for payment of all amounts owing by the Customer to the Company on any account whatsoever, whether or not related to that property. The Company may refuse to release any such property until all amounts owing have been paid in full in cleared funds. If any amount remains unpaid for 30 calendar days after written demand, the Company may, on not less than 14 calendar days' further written notice, sell or otherwise realise the retained property and apply the proceeds to the amounts owing, storage, handling, disposal and legal costs, accounting to the Customer for any surplus. The Customer remains liable for any shortfall. Storage charges under clause 14 apply to retained property mutatis mutandis.

16. CUSTOM GOODS, TOLERANCES AND FABRICATION

16.1 The Company applies commercially reasonable manufacturing tolerances in accordance with industry practice for the relevant material, process, thickness and equipment. Tighter tolerances require prior written agreement and may attract additional charges.

16.2 Unless agreed in writing, cosmetic appearance is assessed under normal industry standards, viewed at a reasonable distance under normal lighting, without magnification, specialist lighting or extreme viewing angles. Minor scratches, scuffs, tool marks, handling marks, witness marks, grain variation, colour variation, gloss variation, reflectivity variation, surface waviness, distortion, heat marks, roller marks, flatness variation and other characteristics reasonably associated with the manufacture, processing, finishing, handling or transportation of metal products do not constitute a defect where the Goods remain commercially acceptable.

16.3 Slight variations in appearance between production batches, material lots, processing runs or replacement components are normal for decorative, architectural, cosmetic, brushed, polished, anodised or powder coated Goods and do not constitute a defect.

16.4 Manufacturing methods, tooling, processing sequences, nesting layouts, bend deductions, grain directions, weld locations, support points, handling methods and production techniques are determined by the Company in its discretion unless specified and agreed in writing before manufacture.

16.5 The Company is not responsible for the quality, specification, suitability, condition, integrity, traceability, certification, dimensional accuracy or fitness for purpose of Customer-supplied material. Processing is performed on the assumption that Customer-supplied material conforms to the Customer's requirements.

16.6 The Company is not liable for cracking, distortion, warping, delamination, surface defects, coating failure, dimensional variation, breakage, yield loss or scrap arising from the nature, condition or characteristics of Customer-supplied material. Where Customer-supplied material is damaged, destroyed or rendered unusable during processing as a result of any defect, inconsistency, contamination or condition inherent in the material, the Company is not liable for the value of that material, wasted labour, downtime, consequential loss or replacement costs.

16.7 Where the Customer supplies material for the Company to process, the Customer warrants it is fit for the intended process and free of defects, and indemnifies the Company against damage to equipment or injury to personnel arising from a defect in that material. The Company may refuse to process Customer-supplied material it considers unsuitable, unsafe, contaminated or likely to damage equipment, without liability.

16.8 The Company may perform Services itself or through suitably qualified subcontractors. The Company's liability arising from any subcontracted process is limited to the remedies available to the Company against that subcontractor and remains subject to clause 20.

16.9 Variations from powder coating, anodising, galvanising, plating, polishing, painting or similar third-party finishing processes are assessed against normal industry standards and do not constitute a defect merely because they differ from samples, previous batches or customer expectations.

16.10 For architectural, decorative and visual finishes: samples, mock-ups and photographs are indicative only and do not represent a guaranteed production standard. Anodising colour and appearance may vary between alloys, tempers, surface conditions and batches, which is a natural characteristic and not a defect. Where decorative or architectural finishes are specified by a designer or architect, it is that party's responsibility to approve samples before bulk production commences.

16.11 Once manufacture has commenced on a Custom Goods order, the order cannot be cancelled and the Customer remains liable for the full price including committed material and labour. Off-cuts, drops and scrap remain the Company's property unless agreed otherwise in writing.

16.12 The Company may produce and invoice a quantity of up to 10% more or less than ordered, reflecting normal manufacturing processes, batch requirements and yield. The Customer must accept and pay for the quantity actually produced within this tolerance. Underruns within tolerance will be supplied from the next available production run unless otherwise agreed.

16.13 Saw kerf, laser kerf, waterjet kerf, machining allowances, drilling losses, trimming, grinding, finishing allowances, process scrap and other manufacturing losses are inherent in the process and do not constitute a shortage, defect or non-conformance. The Company is not obliged to supply additional material to compensate for manufacturing losses.

16.14 Unless agreed in writing, quoted dimensions are finished dimensions and not parent material dimensions. The Company may use such methods, cutting allowances and process allowances as it considers appropriate to achieve the specified finished dimensions.

17. INSPECTION, REPORTING WINDOW AND DEEMED ACCEPTANCE

17.1 The Customer must inspect the Goods immediately upon Order Ready and must report any Patent Defect, shortage or non-conformance to the Company in writing within 72 hours of Order Ready, clearly identifying the order number and the specific defect or non-conformance. Verbal reports do not comply with this clause.

17.2 The Customer must inspect the Goods before any installation, processing, coating, welding, fabrication, resale, incorporation or use. Any defect discoverable on such inspection is treated as a Patent Defect. Once the Goods have been subjected to any installation, processing, coating, welding, fabrication, resale, incorporation or use, the Customer is deemed to have inspected and accepted the Goods and all Patent Defect rights are irrevocably waived, subject always to clause 26 where the Customer is a Consumer.

17.3 If the Customer does not report a Patent Defect in writing within 72 hours of Order Ready, the Goods are deemed to have been made available free of Patent Defects and in conformity with the order, and the Customer irrevocably waives any Patent Defect claim, subject always to clause 26 where the Customer is a Consumer.

17.4 Once the Goods have been installed, incorporated, altered, coated, further cut or otherwise worked on after Order Ready, they are deemed irrevocably accepted free of Patent Defect, and all Patent Defect claims are waived, subject always to clause 26 where the Customer is a Consumer.

17.5 Signature of the Company's collection note, delivery note or invoice constitutes acknowledgement that Goods and Services were received in good order, free of visible defect and conforming to the order, save for any defect noted in writing on that document at the time, subject always to clause 26 where the Customer is a Consumer.

17.6 Nothing in this clause limits the Customer's right to claim for a Latent Defect under clause 19, or a Consumer's rights under clause 26.

17.7 The Customer is not entitled to reject an entire order where only part of the Goods are alleged to be defective. Remedies are limited to the specifically affected Goods, and the Customer must accept and pay for the conforming portion.

18. RETURNS

18.1 No Goods may be returned as of right. The Customer has no entitlement to return Goods except in respect of a valid Latent Defect claim under clause 19 or, where the Customer is a Consumer, as provided in clause 26. Custom Goods are not returnable in any circumstances other than a valid Latent Defect claim.

18.2 The Company may, purely as a goodwill concession and in its sole discretion, agree to accept the return of standard stock Goods. Any such return requires the Company's prior written authorisation and a valid returns reference before the Goods are returned, and the Goods must be returned to the Company's premises within 14 calendar days of collection or Delivery, whichever occurred. No goodwill return will be considered after that period. Goods returned without prior authorisation may be refused or held at the Customer's risk and cost.

18.3 A goodwill return will only be considered where the Goods are in perfect, resaleable condition: unused, uncut, unprocessed, unmarked and undamaged, free of scratches, water staining, corrosion, oxidation, handling marks or any other deterioration, in their original packaging where supplied, and accompanied by the original invoice or delivery documentation. Goods that cannot, in the Company's sole assessment, be returned to stock and resold as new will not be accepted.

18.4 All returned Goods must be delivered to the Company's premises, at the Customer's cost and risk, for physical inspection. The Company does not assess condition from photographs, video, descriptions or any other remote means, and no acceptance occurs before physical inspection at the Company's premises. The Company's assessment of condition and resaleability on inspection is final. A return is accepted only when the Company confirms acceptance in writing after that inspection. Goods rejected on inspection will be made available for collection by the Customer at the Customer's cost; if not collected within 14 calendar days of notification, clause 14 applies as if the Goods were uncollected Goods.

18.5 Transport, insurance and risk in returned Goods remain with the Customer until the Company has confirmed acceptance in writing under clause 18.4. No restocking or handling fee is charged on an accepted goodwill return. Where the returned Goods have been paid for, the Company refunds the price of the accepted Goods by the same payment method used for the purchase, and in the case of an electronic payment only to the same originating bank account from which payment was received. Before any refund by electronic payment is processed, the Customer must provide a current bank confirmation letter, stamped or digitally issued by the bank and not older than 3 months, confirming the account holder and account details, which must correspond with the originating account. The Company will not pay any refund to a third-party account or to different account details supplied after purchase. Refunds are processed within 5 to 10 working days of the later of the Company's written acceptance of the return and receipt of the bank confirmation letter. Where the Goods were purchased on account and remain unpaid, the accepted return is credited to the Customer's account by credit note and no refund is payable.

19. WARRANTIES AND THEIR LIMITS

19.1 The Company warrants only that, at the time of Order Ready, the Goods will be free from Latent Defects in the Company's manufacture, and that Services will have been performed with reasonable skill and care to prevailing industry standards. This is the Company's only warranty.

19.2 The Company gives no warranty of fitness for any particular purpose or environment. Except for clause 19.1 and a Consumer's rights under clause 26, all implied warranties, conditions and representations, whether statutory or at common law, are excluded to the maximum extent permitted by law.

19.3 Standard stock material is sold voetstoots, in its existing condition, with all faults and without warranty beyond clause 19.1. Subject to clause 26 where the Customer is a Consumer, the Company gives no warranty against Patent Defects beyond the inspection and reporting provisions in clause 17.

19.4 The Company's warranty does not extend to any defect, failure or degradation caused by Installation, environmental exposure, corrosion or rust after Order Ready, fair wear and tear, misuse, incorrect Customer specification, modification by any person other than the Company, or failure to maintain the Goods.

19.5 Where material is supplied by a third-party mill, the Company passes on the benefit of any third-party warranty to the extent permitted but gives no warranty of its own beyond clause 19.1.

19.6 Where a warranty claim is accepted by the Company, the Company's sole obligation is, at its election, to repair, replace, reprocess or credit the defective Goods or the relevant portion of the Services. This is the Customer's sole and exclusive remedy for any warranty claim. The Company has no further liability arising from or in connection with the relevant defect.

19.7 Any claim for a Latent Defect must be notified to the Company in writing within 6 months of Order Ready of the relevant Goods, failing which the claim is waived and the Company has no liability in respect of it. Any legal proceedings in respect of a Latent Defect claim must be instituted within 12 months of the date of the written notification, failing which the claim prescribes. This clause does not apply where the Customer is a Consumer, whose rights under clause 26 and the CPA are unaffected.

20. LIMITATION OF LIABILITY AND INDEMNITY

20.1 Subject to clauses 20.7 and 26, the Company's total aggregate liability arising out of or in connection with any order, whether in contract, delict, statute or otherwise, is limited to the price paid by the Customer for the specific Goods or Services giving rise to the claim.

20.2 Subject to clauses 20.7 and 26, the Company is not liable for any indirect, special, incidental or consequential loss, including loss of profit, loss of production, loss of business opportunity, loss of contracts, loss of goodwill or any other indirect or economic loss, however caused.

20.3 Subject to clauses 20.7 and 26, the Company is not liable for any loss, damage, cost or claim arising from or connected with Installation, use in any structure or environment, or any post-Order-Ready exposure, corrosion, rust, degradation or operational failure.

20.4 The Customer indemnifies and holds the Company harmless against any third-party claim arising from the Customer's Installation, use, incorporation, resale or specification of the Goods, save to the extent caused by the Company's gross negligence or wilful default.

20.5 Where Goods are used in a structural, load-bearing, safety-critical or pressure application, it is the Customer's sole responsibility to ensure the Goods and the Customer's design are suitable and compliant with applicable engineering standards.

20.6 Before incurring replacement, remedial, removal, reinstallation or third-party contractor costs, the Customer must give the Company reasonable prior written notice and a reasonable opportunity to inspect the Goods and remedy the alleged defect. Costs incurred without affording the Company that opportunity are not recoverable.

20.7 Nothing in clause 20 excludes or limits the Company's liability for: death or personal injury caused by gross negligence; fraud or fraudulent misrepresentation; any liability that cannot lawfully be excluded; or, where the Customer is a Consumer, liability for harm caused by unsafe, defective or hazardous Goods under section 61 of the CPA.

21. CERTIFICATION AND TRACEABILITY

21.1 All certification, testing, inspection, material documentation and traceability requirements must be specified by the Customer and agreed in writing before the Company issues a Quote. The Company is not obliged to provide certification, test reports, mill certificates or traceability documentation unless expressly agreed, and may charge separately.

21.2 The Company is a service centre and stockholder, not a certified testing laboratory or inspection body. Mill certificates and material documentation are manufacturer documents passed on as received, without independent verification or testing. The Customer must satisfy itself as to their sufficiency, accuracy and currency.

21.3 Traceability through processing operations is not guaranteed unless agreed in writing before quotation. Heat number and batch traceability may not be preserved through cutting, bending, welding, machining, coating or fabrication. No certification to EN10204 3.1, 3.2 or higher is provided unless expressly agreed. No aerospace, nuclear, pressure vessel, safety-critical or regulatory certification is provided unless agreed in a separate written agreement.

21.4 The Company is not liable for inability to provide retrospective certification, traceability or testing in respect of Goods already manufactured or delivered where the Customer did not specify those requirements before quotation.

22. FORCE MAJEURE

22.1 Neither party is liable for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control ("force majeure"), including load shedding, Eskom or municipal electricity supply failure or restriction, fire, flood, storm, act of God (vis major or casus fortuitus), strike, labour unrest, Transnet or logistics infrastructure failure, port congestion, shipping delays, import or export restriction, government action, sanctions, pandemic, epidemic or any other event rendering performance impossible or commercially impractical, provided the affected party takes all reasonable steps to mitigate the consequences.

22.2 The affected party must notify the other as soon as reasonably practicable. If the force majeure event continues for more than 60 days, either party may cancel the affected order on written notice without liability, save for payment for Goods already at Order Ready or Services already performed.

23. INTELLECTUAL PROPERTY

23.1 All drawings, designs, nesting files, programmes, processes, know-how and intellectual property developed by the Company remain the Company's property unless expressly assigned in writing.

23.2 Drawings, specifications and designs supplied by the Customer remain the Customer's property. The Customer grants the Company a non-exclusive licence to use them solely to fulfil the relevant order, warrants that such use does not infringe any third party's rights, and indemnifies the Company against any claim that it does.

24. CONFIDENTIALITY

24.1 Each party must keep confidential all pricing, drawings, technical information and business information obtained from the other in the course of their dealings, and must not disclose it to any third party except as required by law or as necessary to perform under these Terms. This obligation survives termination or expiry for three years.

25. DATA PROTECTION

25.1 The Company processes the Personal Information of the Customer and Representative under POPIA and the Company's Privacy Policy (available on request) for concluding and performing the Agreement, assessing creditworthiness, invoicing, debt collection, and, where consent has been obtained or the Customer is an existing customer as contemplated in section 69 of POPIA, direct marketing.

25.2 The Company processes Personal Information lawfully and only to the extent reasonably necessary, secures it with reasonable technical and organisational measures, and will notify the Information Regulator and affected data subjects of any security compromise as required by section 22 of POPIA.

25.3 The Customer and Representative may exercise their POPIA rights, including rights of access, correction and deletion, by contacting the Company's Information Officer. Complaints may be directed to the Information Regulator.

26. HOW THESE TERMS APPLY TO CONSUMERS

26.1 This clause governs the application of these Terms where the Customer is a Consumer as defined in clause 1.5, and prevails over any conflicting provision elsewhere.

26.2 Consumer status is determined under clause 2.6. Where genuinely in dispute, the Customer is treated as a Consumer until the dispute is resolved.

26.3 Where the Customer is a Consumer:

26.3.1 The implied warranty of quality under sections 55 and 56 of the CPA applies in full. The Consumer retains the right to return Goods that are unsafe, defective or not of good quality within six months of Order Ready and to elect repair, replacement or refund. The 72-hour window in clause 17.1, the deemed-acceptance rules in clauses 17.3 to 17.5, the voetstoots sale in clause 19.3 and the time bar in clause 19.7 do not curtail that statutory right.

26.3.2 The liability limitation in clause 20.1 and the exclusions in clauses 20.2 and 20.3 do not apply to a claim for harm caused by unsafe, defective or hazardous Goods under section 61 of the CPA.

26.3.3 The Company will not seek to enforce any clause that is unfair, unreasonable or unjust under section 48 of the CPA or that falls within the presumptively unfair terms in Regulation 44 of the CPA Regulations, to the extent that Regulation applies to the Consumer concerned.

26.3.4 The scope limitation in clause 3 applies to a Consumer because it defines the Company's scope of engagement (Material Supply, Processing and Related Services only, without advisory services) rather than excluding liability for work actually undertaken.

26.3.5 The Consumer's right to refer complaints to the National Consumer Commission, the Consumer Goods and Services Ombud or any applicable industry ombud is preserved in full.

26.3.6 The interest rate in clause 8.6.2 applies. A section 129/130 notice under clause 27.2 is delivered before any NCA-regulated enforcement step.

26.3.7 Notwithstanding clauses 11.2, 13.1 and 14.3, where and to the extent that section 19 of the CPA applies to the transaction, risk in the Goods remains with the Company until the Consumer, or a person nominated by the Consumer, has accepted delivery or taken collection of the Goods. Storage charges under clause 14 remain payable where the Consumer fails to collect within the collection period.

26.3.8 Any deposit or pre-payment held by the Company is dealt with in accordance with the CPA, and on lapse or cancellation the refund provisions of clause 4.5.4 apply subject to the Consumer's statutory rights.

26.4 Where the Customer is not a Consumer, these Terms apply at full strength without the qualifications in clause 26.3. Such a Customer acknowledges it contracted at arm's length and had the opportunity to negotiate and take legal advice.

26.5 If any provision is found unenforceable against a particular Consumer, that finding affects only that provision in respect of that Consumer and does not affect the validity of these Terms as a whole.

27. BREACH, ENFORCEMENT, DISPUTE RESOLUTION AND JURISDICTION

27.1 On a Breach Event, the Company may, subject to clause 27.2: cancel the Agreement; vindicate any Goods not paid for in full under clause 15; and claim damages, alternatively claim specific performance and damages.

27.2 Before instituting legal proceedings to enforce payment of a debt to which the NCA applies, the Company will first deliver a notice under sections 129 and 130 of the NCA and allow the prescribed period to elapse.

27.3 If the Company breaches these Terms and fails to remedy the breach within 30 Business Days of the Customer's written notice identifying the breach, the Customer may cancel and claim damages, or claim specific performance and damages, in either case subject to clause 20.

27.4 These Terms are governed by and construed in accordance with the laws of the Republic of South Africa.

27.5 The Company may, at its election, refer any dispute to arbitration under AFSA rules, in Johannesburg, in English, before a single arbitrator on an expedited basis. The Company is not obliged to elect arbitration, and either party may approach a competent court for urgent interim relief at any time.

27.6 The Customer and Representative consent, under section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrate's Court in respect of any proceedings instituted by the Company, notwithstanding that the amount claimed may exceed that court's monetary jurisdiction. This does not prevent the Company from proceeding in the High Court at its election.

27.7 The Customer and Representative are jointly and severally liable for the Company's legal costs on the scale as between attorney and own client, including collection commission, tracing charges and sheriff costs, in the event of any default or breach. The Customer and Representative expressly waive the right to require the Company to furnish security for costs.

28. GENERAL

28.1 Domicilium and Service: Each party chooses the address recorded in the Credit Application or relevant order as its domicilium citandi et executandi, or, where no Credit Application exists, the address recorded in the relevant order, invoice or other transaction document. The parties consent to service of notices by email to the address recorded in the Credit Application or relevant order. A notice sent by email is deemed received on the first Business Day after transmission unless the sender receives an automated non-delivery notification.

28.2 NCA Notice Delivery: The Customer and Representative select the manner of delivery indicated in the Credit Application for purposes of section 129(6) of the NCA. Where no Credit Application exists, written notice to the Customer's last known email or physical address is sufficient.

28.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties on its subject matter and supersedes all prior representations, negotiations and agreements, whether written or oral.

28.4 Non-Variation (Shifren clause): No variation, amendment, addition, deletion, consensual cancellation or waiver of any provision of this Agreement, including this clause, has any force or effect unless reduced to writing and signed by a duly authorised representative of each party. No variation arising from conduct, from an unsigned email exchange, or from an oral agreement has any effect. The Company may amend these Terms for future dealings by publishing the amended Terms on its website or by written notice; continued transacting after publication constitutes acceptance of the amended Terms for future orders only.

28.5 No Waiver: No indulgence, extension of time or delay by the Company in enforcing any right or remedy is a waiver of, or prevents the Company from exercising, any right or remedy.

28.6 Severability: If any provision is or becomes unenforceable, invalid or illegal in any jurisdiction, it is in that jurisdiction and to that extent only treated as pro non scripto, and the remaining provisions continue in full force.

28.7 Sole Terms: These Terms are the only terms on which the Company does business. No amendment, deletion or insertion by the Customer has any effect unless countersigned by a director of the Company. Continued transacting constitutes unconditional acceptance.

28.8 Cession: The Customer may not cede, assign or delegate any right or obligation without the Company's prior written consent. The Company may cede or assign its rights and obligations without the Customer's consent.

28.9 Electronic Signature: This Agreement may be accepted by electronic signature or by conduct constituting commencement of performance, acceptance of Order Ready or acceptance of Delivery, valid and binding under ECTA.

28.10 Language: This Agreement is in English. If translated into any other language, the English version prevails in any conflict or ambiguity.

29. ELECTRONIC COMMUNICATIONS AND BANKING DETAIL FRAUD

29.1 Quotations, orders, order acknowledgements, drawings, revisions, approvals, invoices, statements, notices and all other communications may be transmitted electronically by the Company. Electronic communications sent to any email address supplied or previously used by the Customer are deemed received on the date of transmission unless the Company receives an automated non-delivery notification. The Customer is responsible for maintaining accurate, current and monitored email addresses and for ensuring its systems do not prevent receipt of the Company's communications.

29.2 The Company may rely on any quotation acceptance, purchase order, drawing, specification, revision, approval, variation request, collection instruction or other communication received from: (a) any email address or messaging account previously used by the Customer; (b) any email address associated with the Customer's domain; (c) any person reasonably appearing to represent the Customer based on prior dealings; or (d) any person previously involved in transactions between the Customer and the Company. The Company is not required to verify the authority or identity of the sender unless it has actual knowledge of fraud or has received prior written notice of revocation of authority from a director of the Customer.

29.3 Electronic records, email archives, server logs, audit logs, transmission records and communication records maintained by the Company or its service providers constitute prima facie evidence of the transmission, receipt, contents, date and status of communications. The Customer may not dispute the admissibility or evidential weight of such records on the basis that they are electronic in nature.

29.4 The Customer bears the risk of all loss arising from compromised email accounts, phishing attacks, business email compromise, unauthorised access to the Customer's systems, interception of communications, disclosure of passwords or collection references, or other cybersecurity failures within the Customer's organisation or systems. Where the Company acts in good faith on instructions from an email address or messaging account associated with the Customer, the Company is not liable for any resulting loss, even if those instructions were unauthorised, fraudulent or the result of a cybersecurity incident.

29.5 An Order Ready notification transmitted to any email address supplied or previously used by the Customer constitutes valid and sufficient notice of Order Ready for all purposes, including for the commencement of the collection period, storage charges and abandonment rights. The Company is not responsible for any failure by the Customer to read, access or act on such notification.

29.6 BANKING DETAIL FRAUD: The Company's banking details do not change. The Company's banking details are recorded in the Credit Application, appear on the face of every genuine quotation, invoice and statement generated by the Company's accounting system, and are set out in the Company's official bank confirmation letter available on request from the Company's accounts department. The Company does not publish its banking details on its public website, and no website, social media page or other online source purporting to display the Company's banking details is authoritative. The authoritative means of verifying the Company's banking details is telephonic confirmation by the Company's accounts department on the Company's published switchboard number. The Company will never communicate a change to its banking details by email, WhatsApp or any other electronic message. Any communication purporting to notify a change in the Company's banking details is fraudulent and must not be acted upon. It is recorded that electronic invoices and documents are capable of interception and alteration in transit; accordingly, before making a first payment to the Company, and whenever banking details in any document differ from those previously used or in any way appear irregular, the Customer must verify the banking details by telephoning the Company's accounts department on the Company's published switchboard number, obtained independently and not from the communication in question. The Company accepts no liability for any payment made to any bank account other than the Company's actual bank account, including any payment made to a fraudulent account on the basis of an intercepted, altered or fraudulent invoice or any emailed, messaged or electronically communicated banking detail instruction. The entire risk of such a payment rests with the Customer.

End of Standard Terms and Conditions