

# **ELLAK PLASTICS (PTY) LTD**

T/A **BEVAN ENGINEERING** Reg # 1981/004165/07 Vat # 427 010 5796

Tool and Die Making ; Plastic Injection Moulding & Press Work

Directors: RG Bevan & RF Taplin



**BEV-TENT COMPONENTS**



**BG BOAT PARTS**

19 Progress Road  
Industrial Area  
KNYSNA  
6571

P.O. Box 395  
KNYSNA  
6570  
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## **TERMS AND CONDITIONS OF SALE**

1. **Credit terms**

The amount reflected in a Tax Invoice as issued by Ellak Plastics (Pty) Ltd shall be due and payable unconditionally (a) Cash on Delivery; or (b) as a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Ellak Plastics (Pty) Ltd. Settlement is effected only on receipt of cash or similar payment instrument & shall be made to Ellak Plastics (Pty) Ltd. Any credit facilities granted by Ellak Plastics (Pty) Ltd is entirely at the discretion of Ellak Plastics (Pty) Ltd. The agreement may be terminated by either party at will by giving the other party notice in writing. The notice period will be 30 (thirty) days.

2. **Change of address**

THE CUSTOMER undertakes to notify Ellak Plastics (Pty) Ltd in writing within 7 (seven) days of any change of address.

3. **Change of ownership**

THE CUSTOMER undertakes to notify Ellak Plastics (Pty) Ltd, in writing, within twenty days of any change in Ownership of THE CUSTOMER'S business, or should THE CUSTOMER be a company, of its share transactions whereby the majority shareholding is affected. THE CUSTOMER acknowledges that immediately upon any change of Ownership in THE CUSTOMER any outstanding amount whether due or not shall be deemed to be forthwith payable by THE CUSTOMER to Ellak Plastics (Pty) Ltd.

4. **Pricing increments**

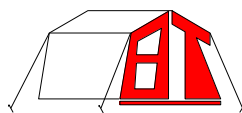
Prices quoted by Ellak Plastics (Pty) Ltd are determined from time to time & are subject to increases, at the discretion of Ellak Plastics (Pty) Ltd. Please obtain the current prices before placing your order.

5. **Valid orders**

In the event of any order being given to Ellak Plastics (Pty) Ltd on an order form reflecting THE CUSTOMER'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE CUSTOMER, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE CUSTOMER & such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE CUSTOMER to determine that goods ordered are suitable for the purposes of the intended use.

6. **Delivery**

- 6.1 THE CUSTOMER agrees that the signature of any agent, contractor, sub-contractor or employee of THE CUSTOMER on Ellak Plastics (Pty) Ltd.'s official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 6.2 Any delivery date stated on any order confirmation is approximate only. Ellak Plastics (Pty) Ltd shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 6.3 Whilst Ellak Plastics (Pty) Ltd will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays beyond our reasonable control, in the delivery of such goods.
- 6.4 The risk in & to the goods shall pass from Ellak Plastics (Pty) Ltd to THE CUSTOMER at the time of delivery notwithstanding that ownership will not pass to THE CUSTOMER until full payment of the purchase price.



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Delivery shall be deemed to have taken place against signature of Ellak Plastics (Pty) Ltd delivery note, proof of posting if the goods are posted to THE CUSTOMER or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by Ellak Plastics (Pty) Ltd. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE CUSTOMER.

**7. Repairs and Warranties**

- 7.1 Should a product supplied to THE CUSTOMER by Ellak Plastics (Pty) Ltd be faulty or require return for credit, THE CUSTOMER shall contact Ellak Plastics (Pty) Ltd within a reasonable time period from the goods becoming defective & arrange for the goods to be returned to Ellak Plastics (Pty) Ltd, where applicable.
- 7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods. Any goods returned must be accompanied by the original tax invoice as issued by Ellak Plastics (Pty) Ltd.
- 7.3 All warranties & guarantees shall become immediately null & void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of Ellak Plastics (Pty) Ltd are not covered in any warranties.
- 7.4 Should Ellak Plastics (Pty) Ltd find no fault with the returned goods, this will be returned to THE CUSTOMER, & a 20% handling fee will be charged.
- 7.5 Where goods are returned for repair THE CUSTOMER shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to Ellak Plastics (Pty) Ltd may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

**8. Copyright**

THE CUSTOMER acknowledges Ellak Plastics (Pty) Ltd intellectual property rights in the goods & shall not infringe such intellectual property rights.

**9. Payment to Ellak Plastics (Pty) Ltd**

Ellak Plastics (Pty) Ltd does not appoint the Post Office as its agents for payments by post. All payments shall be made to Ellak Plastics (Pty) Ltd place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE CUSTOMER shall still be liable to Ellak Plastics (Pty) Ltd for payment. Should Ellak Plastics (Pty) Ltd at any time advise THE CUSTOMER of any change to Ellak Plastics (Pty) Ltd banking account details THE CUSTOMER shall confirm such change with a Manager of Ellak Plastics (Pty) Ltd before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging Ellak Plastics (Pty) Ltd to afford THE CUSTOMER any such indulgence to effect payment after due date.

**11. Responsibility for losses, damages or delays**

Ellak Plastics (Pty) Ltd will not be in any way responsible for losses; consequential losses; damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of Ellak Plastics (Pty) Ltd.

**12. Defaulting in payment**

In the event of THE CUSTOMER defaulting in making payment of any amount that has become due & owing, then the full balance outstanding (whether due or not) will immediately become due & payable without notice to THE CUSTOMER.

**13. Interest on overdue accounts**

Ellak Plastics (Pty) Ltd shall be entitled to charge THE CUSTOMER interest at the rate of **2%** (two percent) per month from the moment the debt is overdue, provided however, that nothing contained herein shall be interpreted as obliging Ellak Plastics (Pty) Ltd to afford THE CUSTOMER any such indulgence to effect payment after due date.

**15. Consent to jurisdiction**

Notwithstanding the amount which may at any time be owing by THE CUSTOMER to Ellak Plastics (Pty) Ltd, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by Ellak Plastics (Pty) Ltd against THE CUSTOMER arising out of any transaction between the parties, it being recorded that Ellak Plastics (Pty) Ltd shall be entitled, but not obliged, to bring any action or proceeding in the said court.

**16. Recovery of legal /collection costs**

Should Ellak Plastics (Pty) Ltd instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE CUSTOMER in the implementation or protection of Ellak Plastics (Pty) Ltd rights, Ellak Plastics (Pty) Ltd shall be entitled to the recovery of all legal or collection costs arising there from.

**17. Non-waiver of rights**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of Ellak Plastics (Pty) Ltd shall not in any way operate as or be deemed to be a waiver by Ellak Plastics (Pty) Ltd of any rights under this contract, or be construed as a novation thereof.

**18. Severability of clauses**

Each clause of these conditions of sale is severable, the one from the other & if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.