

STANDARD TERMS AND CONDITIONS OF CONTRACT
SALE AND SERVICE INCORPORATING DEED OF SURETYSHIP

1. APPLICATION

1.1 These terms and conditions shall apply to any contract of sale, servicing and/or repair work including the replacement or refurbishment of parts (hereinafter collectively referred to as "work") to be carried out on any vehicle/s, part/s, accessories or other item/s (hereinafter collectively referred to as "the goods") by Zagora CC T/A The Hi-Tech Workshop (hereinafter collectively referred to as "The Company") as instructed whether orally or in writing by the Customer.

1.2 The Company shall proceed with such work and replace such parts and/or use such materials and/or employ such labor as The Company in its absolute discretion considers necessary.

1.3 All or any part of the work to be carried out by The Company may be carried out by it or on its behalf by any agent or sub-contractor appointed by it.

1.4 On completion of the work, The Company shall present the Customer with an invoice detailing the work done and the Customer shall pay the Contract price specified on the face of the invoice, together with any other costs due to The Company including those contemplated in 4.1 and 4.2 hereunder, prior to the removal of any goods from The Company's premises, unless alternative arrangements are made in writing with The Company's management.

2. DELIVERY

2.1 The Customer shall deliver the goods at The Company's premises and, having removed all personal belongings, and/or all other items not pertaining to the goods, hand the keys to a The Company representative delegated to accept the goods requiring work to be done.

2.2 The expected work completion date is only approximate and time is not of the essence in any contract of the work. In the event that The Company is unable to deliver the goods on the expected date of completion, the customer shall not have the right to cancel the contract of the work, nor shall The Company be liable for any loss or damages which the Customer or any third party may sustain as a result of such late delivery.

2.3 Upon completion of the work to be carried out, the Customer shall take delivery of the goods at The Company's premises whereby delivery shall be completed when the goods are pointed out to the Customer or its agent.

2.4 The Company shall be entitled to suspend delivery of the goods if the Customer is in breach of any of the terms hereof. Notwithstanding the aforesaid, should the goods for whatsoever reason not be removed, or be prevented from being removed, by the third working day after the Customer has been informed that the goods are available for delivery, storage charges shall be levied against the Customer at a daily rate equal to the standard retail hourly rate of labor prevailing at that time.

2.5 Viz major, strikes, lock-outs, differences with workmen, accidents to machinery, failure of usual sources of supply of materials, war, civil commotions, acts of terrorism, commercial exigencies, acts of government or quasi government or legislation, or other contingencies beyond the control of The Company, shall be sufficient justification for any delay in or suspension of delivery. In such event the Customer shall not have any claim of any nature whatsoever, nor specifically have a claim to cancellation of this contract against The Company. The Company, may, after the occurrence of any such contingency, if requested in writing by the Customer, cancel the contract without any claim upon it by the Customer, failing which The Company shall complete delivery as soon as is practically possible.

3. PRICE

3.1 The price of the services rendered and/or goods supplied will be The Company's standard rates and charges determined by The Company at the time the work is carried out and which rates and charges are deemed to be fair and reasonable.

3.2 Any quotation given by The Company is an estimate only and shall not be binding upon it. In the event of it being necessary to strip and/or dismantle any goods in order to prepare a quotation for work, the following conditions shall apply:

3.2.1 The Company shall be entitled to dismantle the goods to such an extent as it may deem necessary in order to prepare the quotation;

3.2.2 The Customer shall be liable for all costs incurred by The Company in dismantling the said goods which shall be charged at The Company's standard rates;

3.2.3 In the event of the Customer not accepting The Company's quotation, the Customer shall accept and remove the goods in its stripped-down condition.

3.3 In the event that The Company agrees to carry out the work at a fixed contract price and its costs for the work or any parts or components to be supplied in connection with the work are increased thereafter for any reasons beyond its control or arising in the ordinary course of its business, then The Company shall be entitled to increase that fixed contract price by an amount equal to the increase in its costs without necessarily notifying the Customer.

4. ADDITIONAL WORK

4.1 If any work, additional to that reflected on the face of the repair order, is deemed by The Company to be necessary and/or desirable for the maintenance of the goods and/or safety of the Customer, such work shall be deemed to be part of the original instructions and The Company shall, as such, be authorised to proceed with such work and, in the event of a fixed contract price, to exceed the said contract price to the extent of 15% of such price.

4.2 Should the additional work necessary, require The Company to exceed the contract price in excess of 15% of such price, The Company shall obtain the Customer's verbal or written consent to proceed with such work.

5. PAYMENT

5.1 All payments in respect of services rendered and/or goods supplied shall be made in cash upon completion of the work, or where the Customer has by prior agreement with The Company secured credit terms from it, payments will be due within thirty (30) days of date of statement. Overdue payments will be subject to an interest rate of 2% per month.

5.2 In the event of a dispute between The Company and the Customer, all amounts which may in future become due to The Company, shall be deemed to immediately become due and payable to it, and the Customer acknowledges that The Company has the right to retain the goods in its possession or which may come into its possession as a lien for monies due in respect of servicing and/or repairs carried out. In the event of The Company having given up possession of the goods and the goods once more come into its possession whether for repairs and/or otherwise, The Company has the right to retain the goods as a lien until such time as all outstanding amounts owed by the Customer to The Company have been paid in full.

5.3 In the event of The Company accepting a cheque or other instrument in payment of the amount due, The Company reserves the right to retain possession of the goods until such cheque or instrument is honored.

5.4 Payments by cheque are deemed to be cash sales and, in the event of a cheque being dishonoured, The Company shall have the right to apply to Court for repossession of the vehicle pending payment of outstanding monies as well as costs on the scale as between attorney and one's own client.

6. SURETYSHIP

Any person signing on behalf of the Customer in a representative capacity confirming the acceptance of these conditions of sale, by his signature, binds himself, under renunciation of the benefits of excussion and division, as surety and co-principal debtor in solidum with the Customer for the payment by him to The Company of all amounts which may at any time become owing to The Company by the Customer from any cause whatsoever and howsoever arising. This suretyship shall be a continuing suretyship, which may only be cancelled in writing by The Company provided that all sums then owing by the Customer to The Company have been paid in full.

7. WARRANTY

7.1 Except as provided for in any express warranty or guarantee given in writing by The Company to the Customer which is intended to form part of the Contract;-

7.1.1 If any work effected by The Company in terms hereof is defective by reason of defective parts or workmanship, The Company undertakes, in its discretion, to remedy such defects by either adjusting, repairing or replacing such defective parts or rectifying such defective workmanship; provided that the foregoing shall not extend to goods that have been misused, abused or used contrary to specifications or instructions.

7.1.2. The Company's liability as repairer shall be limited solely to the reasonable cost of remedying such defective or unsatisfactory repairs and/or replacing such defective parts in respect whereof The

Company was liable and provided that the faulty workmanship is brought to The Company's notice in writing within 1 week of discovery of the fault which must have occurred within 3 weeks or on completion of 1000km from date of repair, whichever occurs first.

7.2 Save as aforesaid The Company does not make any representation nor, unless expressly given in writing, give any warranty of any nature whatsoever in respect of any parts used or materials supplied or their suitability for any purpose;

8. EXCLUSION OF LIABILITY

8.1 Save as provided in 7.1, The Company shall not be liable to the Customer for any loss or special or consequential damages whatsoever, arising out of any breach by The Company of any of its obligations in terms of this agreement.

8.2 Without limiting the generality of 8.1, The Company shall not be liable for any loss or damage whatsoever suffered by the Customer as a result of:-

8.2.1 The goods, or any part thereof, or workmanship, including work carried out by an agent or sub-contractor, being defective in any way or failing to conform wholly or in part with any written warranty given by The Company;

8.2.2 The wrongful and unlawful acts (including gross negligence) of The Company's agents or employees;

8.2.3 Any damage to goods or property of the Customer, howsoever arising, including but not limited to fire, burglary, theft, damage by hail, accident or any other cause whatsoever. The goods are stored and driven by The Company's representatives at the Customer's sole risk.

9. INSURANCE

9.1 The Customer shall be deemed to have insured the goods comprehensively against all loss and damages with a registered insurer.

9.2 Should the Customer's comprehensive insurers fail to pay any amount for any reason whatsoever, the Customer shall have no claims against The Company whatsoever.

10. CANCELLATION

10.1 If the Customer:-

10.1.1 commits a breach of any of these terms and conditions; or

10.1.2 being a natural person, dies or is provisionally or finally sequestered or surrenders his estate; or

10.1.2 being a partnership, is dissolved; or

10.1.3 being a company, is placed under provisional or final order of liquidation or judicial management; or

10.1.4 compromises or attempts to compromise generally with its creditors;

then The Company may:-

10.2.1 summarily cancel the Contract by giving the Customer written notice to that effect, without prejudice to any other rights The Company has, including claiming for work already performed, as a result of such breach or cancellation;

10.2.2 retain the goods subject to this contract should it have such goods in its possession at the time of such breach or cancellation; and

10.2.3 proceed to enforce the Customer's compliance with any one or more terms and conditions of this agreement by way of order for specific performance with or without damages.

11. JURISDICTION

The Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the Magistrate's Court Act, notwithstanding that the claim by The Company may exceed the normal jurisdiction of the Magistrates Court. Notwithstanding the foregoing, The Company shall in its discretion be entitled to institute legal proceedings in any other court of competent jurisdiction.

12. DOMICILIUM

The Customer nominates as its domicilium citandi et executandi the physical address reflected on the face of the invoice for service upon it of all notices and processes in connection with any claim arising in terms thereof. Such notice may be given by prepaid registered mail or hand delivered to the Customer's domicilium or by any reasonably accepted electronic means such e-mail or sms text message/s.

13. COMMUNICATIONS AND PRIVACY

13.1 The Company, where at all possible, will endeavor to keep record of all verbal communications and/or written agreements, done by any means electronically or on paper regarding cost estimations and quotations between The Company and the Customer and/or any third parties contracted by the Company or the Customer, involving any work or service to be done on the Customer's goods at the Company's premises.

13.2 The Customer and/or any third parties contracted to do work on Customers goods agree that The Company can keep records of such communications for a period of time deemed reasonably necessary at the sole discretion of The Company.

13.3 The Company shall not disclose any such communications to the public or any third parties unless those are specifically ordered by a court order of the Magistrate's Court.

14. GENERAL

14.1 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless it is recorded in writing and signed by a director of the company. No salesperson, representative or agent has any authority to make any representations, other than those contained herein, on behalf of The Company.

14.2 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of the Contract.

14.3 No indulgence, extension of time, relaxation or latitude which The Company may permit at any time in regard to the carrying out of any of the Customer's obligations shall prejudice The Company in any manner or is to be construed as a waiver by The Company of any of its rights in terms of this Agreement.

14.4 The Agreement and its interpretation shall be determined in all respects in accordance with the laws of the Republic of South Africa. Unless the context indicates the contrary intention, an expression which denotes any gender includes the other genders, a natural person includes the artificial person and vice versa, and the singular includes the plural, and vice versa. Clause headings are for convenience only and shall not be used in the interpretation hereof.

14.5 In the event of The Company referring any dispute between it and the Customer, or any amount due for payment by the Customer to its attorneys, the Customer shall be liable to pay all costs, charges and expenses incurred on the scale as between attorney and one's own client and such costs shall extend to and include collection commission and tracing fees. In addition hereto, the Customer shall be liable to pay The Company valuation, appraiser fees and transport costs as may be lawfully charged to The Company, and indemnifies The Company against such charges. The Company in its sole and absolute discretion may appropriate any payment made by the Customer firstly so such cause of indebtedness as may be owed by the Customer to The Company and thereafter to the amount due in respect of the contract price.

14.6 The Customer acknowledges that The Company is entitled at its sole discretion and without the Customer's or any third parties prior written consent from time to time and as it deems necessary to amend or change the Terms and Conditions of this Contract. The Company shall post any amendments or changes of this contract for public access and make it available at its official website:
www.hitechworkshop.co.za

14.7 The Customer acknowledges that The Company is entitled, without the Customer's prior written consent, to cede and assign all or any of its rights, title and interest in and to this Contract to any other company and/or third party whatsoever.

THE HI-TECH WORKSHOP

2018