

General Terms and Conditions for the supply of goods



Sales transactions are subject to the conditions of the contract with the BUYER. Alternatively, or if there is no contract that covers these transactions, the following CONDITIONS shall apply:

1. Interpretation

1.1. Unless the context requires otherwise, these terms will have the following meaning:

BUYER: The individual or juristic person (with an asset/annual turnover which does not exceed R3 million); or a juristic person with an asset/annual turnover which exceeds R3 million) who purchases Goods from the Company.

COMPANY: EYECOM LED SOLUTIONS (PTY) LTD (Company registration number 2017/288378/07) whose registered office is at:

14 Enterprise Way, Rivergate
Sandown Road
Parklands, Cape Town, 7441
Western Cape
South Africa

CONTRACT: Any agreement, which is binding in law, between the Company and the Buyer for the sale and purchase of Goods, incorporating these conditions. **DELIVERY POINT:** The place where delivery of the Goods is to take place in terms of clause 4.

GOODS: Any products or materials, as agreed in terms of the contract, to be supplied to the Buyer by the Company (including any part or parts of them) and which are described in section 1 of the Consumer Protection Act 68 of 2008.

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Words in the singular include words in the plural and words in the plural include words in the singular.

1.4. A reference to one gender includes a reference to the other gender.

1.5. Clause headings do not affect the interpretation of those clauses.

2. APPLICATIONS OF TERMS

2.1. Subject to any variation under clause 2.3 the Contract shall be on these conditions to exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2. No terms and conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3. Any variation to these conditions and/special terms and conditions agreed to between the parties and/or any representations about the goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

2.4. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or is not signed by an authorised representative of the Company.

2.5. Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy the Goods subject to these conditions as set out in the Contract.

2.6. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or the Company delivers the Goods to the Buyer; whichever is the earlier.

2.7. The Buyer shall ensure that the terms of its order and any applicable specification/s are complete and accurate.

2.8. Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of the order to the Buyer. Any quotation issued by the Company is valid for a period of 15 days from the date of issue thereof, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

3.2. Except where indicated otherwise, all samples, drawings, descriptive matter, specifications and advertising issued

by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them ("examples").

3.3. The examples described herein shall not form part of the Contract and the sales effected by the Company are not sales by sample. The Company will not be held liable for any inaccuracies described/ featured in these examples.

3.4. All examples referred to in clause 3.2 (including any concerning specially manufactured products) are the property of the Company and the Company shall retain all rights to the copyright therein.

4. DELIVERY

4.1. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

4.2. The date for delivery will be as agreed upon between the Company and the Buyer. If no such date is specified, delivery shall take place within a reasonable time from the date of transaction or agreement.

4.3. The time of delivery will take place when the Buyer expressly or by conduct accepts delivery of the Goods; or the Buyer does anything in relation to the Goods that is inconsistent with the Company's ownership of those Goods; or the Buyer has kept the Goods for an unreasonably long period of time without indicating to the Company that the Buyer does not want the Goods.

4.4. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, when such a delay is as a result of the conduct of the Buyer; or the delay in delivery as contained in clause 4.5.; or as a result of the Buyer terminating or rescinding the contract.

4.5. In the event of the Company defaulting on delivery for a period exceeding 90 days from receipt of all imported key components, the Buyer is entitled to terminate the Contract. The Company will notify the Buyer when unexpected significant delays occur relating to the importation of key components.

4.6. If for any reason the Buyer fails to accept delivery of any of the Goods within two weeks from being notified of being ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses, access or authorisation or obtained any required 3d party authorisations:

4.6.1 the Goods shall have deemed to have been delivered;

4.6.2 any and all risk in the Goods shall pass to the Buyer;

4.3.3 the Company may store the Goods until delivery takes place, whereupon the Buyer shall be liable for all related costs and expenses relating to the storage, maintenance, insurance and transportation of the Goods.

4.7. Depending on the delivery point, the Buyer shall provide, at their own expense, adequate and appropriate equipment and manual labour for unloading or loading of the Goods, unless the Company or its agent has been contracted to install the Goods.

4.8. The Buyer shall test and confirm that the Goods are operating without fault and to requested specifications within 14 days of taking receipt of the Goods.

4.9. The Company and the Buyer may agree that delivery of the Goods may take place in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract, under the same terms and conditions.

4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.11 If the Goods are not in accordance with the Contract and the Buyer intends to reject the Goods after delivery thereof, the Buyer may do so within 14 days after the delivery of the Goods. After the 14 day period has lapsed the Goods shall be deemed to have been accepted by the Buyer.

4.12 In the event of the Buyer rejecting the Goods in accordance with clause 4.11, the Goods will be either repaired and brought to the required operating specification at the Buyer designated location, or returned to the Company at the Buyer's expense, including but not limited to costs of travelling, loading and/or unloading, insurance and labour. Any repairs, alterations or replacements to be done within this period, relating to manufacturing defects up to and including loading at the Company premises, will be done at the cost of the Company.

4.13 Any Goods delivered to the Buyer, in accordance with the Contract, will be accepted for return with the prior written notice by the Buyer to the Company and with the written acceptance of the Company to the Buyer for the return of such Goods. The terms for the return will be determined at the absolute discretion of the Company in the event of:

4.13.2 more than three months have elapsed since the delivery date; or

4.13.3 the Goods forming part of a special order or delivery; or

4.14 If the Company agrees to accept any Goods for return, the Buyer shall be liable to pay all costs and expenses in order to effect the return including but not limited to; a handling charge of 20% of the invoice price; transportation and any expenses incurred in respect of original shipping carton or packaging so that the Good may be in a condition suitable for resale.

4.15 Goods returned without the prior written approval of the Company will be accepted or rejected at the Company's absolute discretion. These Goods may be returned to Buyer and/or stored at the Buyer's sole expense.

5. NON-DELIVERY

5.1. The quantity and specification of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity of Goods received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2. It is the responsibility of the Buyer to ensure that all the Goods delivered by the Company are in accordance with the invoice issued by the Company. If there is any shortage in the Goods delivered, the Buyer must notify the Company within 7 days of such shortage. If no notice has been given to the Company of any shortage of delivered Goods within 7 days, the Goods including the shortage; will be deemed to have been accepted by the Buyer.

5.3. In the event that none of the Goods have been delivered at all, the Company shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.4. In the event of non- delivery of any Goods, the Company limits their liability to:

5.4.1 replacing the Goods within a reasonable time; or

5.4.2 issue a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1. Risk transfers to the Buyer upon delivery of the Goods to the Buyer or in the event of the Buyer defaulting on delivery, for any reason including but not limited to circumstances mentioned in clause 4.6.

6.2. Ownership of the Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

6.3.1 hold the Goods on a fiduciary basis as on behalf of the Company;

6.3.2 store the Goods (at the Buyer's own expense) in such a way that the Goods will be separate from any goods of the Buyer or a third party and readily identifiable as the Company's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. The Buyer shall keep the policy of the insurance and be able to produce such a copy to the Company on demand;

6.4 If the Goods to which the Company holds ownership are not held as being separately identifiable from other goods belonging to the Buyer or a third party, and those Goods are then incorporated as a part of the Company's goods or vice versa, then the Company shall be entitled to sell those goods as incorporated and keep a portion of the proceeds of the sale which is equal to and does not exceed the amount outstanding for the Goods before incorporation.

6.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

6.5.1 any sale shall be effected in the ordinary course of the Buyer's business; and

6.5.2 the sale shall be effected at the full market value; and

6.5.3 such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.6 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer:

6.6.1 Commits an act of insolvency as contained in section 8 of the Insolvency Act 24 of 1936; or

6.6.2 takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or being a body corporate convenes a meeting of creditors (whether formal or informal); or

6.6.3 enters into liquidation (whether voluntary or compulsory) except in circumstances of a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; or

6.6.4 a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer; or

6.6.5 any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer and or business rescue proceedings are instituted; or

6.6.6 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on their property or obtained against them, or fails to observe or perform any of their obligations under the Contract or any other contract between the Company and the Buyer.

6.7 The Company shall be entitled to recover payment for the Goods notwithstanding the fact that ownership of the Goods has not passed from the Company to the Buyer.

6.8 The Buyer grants the Company, its' agents and employees permission to enter, at any reasonable time any premises where the Goods are or may be stored or installed in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.9 Where the Company is unable to identify whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold those goods in the order and for the amount in which they were invoiced to the Buyer. The Company shall then be entitled to recover the remainder of the purchase

price outstanding in respect of those Goods which are unidentifiable.

6.10 On termination of the Contract, for whichever reason, the Company's rights contained in clause 6.1 – 6.12 shall remain in effect.

6.11 The Buyer shall not pledge nor in any way charge, by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Buyer does so, all amounts whatever owing by the Buyer to the Company shall forthwith become due and payable within 30 days of the Company becoming aware of such a pledge or security.

7. PRICE

7.1. The price for the Goods will be as stated in a quotation given to the Buyer from the Company. If no such quotation is given in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

7.2. The price for the Goods shall be exclusive of any value added tax (VAT) and all additional costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts will be payable by the Buyer at the same time the price for the Goods so delivered becomes payable.

7.3. All prices are subject to change without notice.

7.4. The Company reserves the right, by giving to the Buyer at least 14 days notice, before delivery to increase the price of the Goods in order to reflect any increase in the cost to the Company which is due. This increase will be due to factors including but not limited to; factors occurring after the making of the Contract which are beyond the reasonable control of the Company, in order to reflect any increase in the cost to the Company which is due. This increase may be due to factors including but not limited to factors arising after conclusion of the Contract which are beyond the reasonable control of the Company, foreign exchange fluctuations, taxes, duties, interest rates, and the cost of labour, materials and other manufacturing costs. In this event the Buyer obtains the right to cancel this Contract within 3 days of any such notice from the Company

7.5 If the Buyer is reselling the Goods, any quotations, price lists or contracts stating the resale price of the Goods will be made available to the Company upon request, and in all instances if the resale price exceeds 30% of the purchase price from the Company.

8. PAYMENT

8.1. Subject to clause 8.4, payment of the price for the Goods is to be made in South African Rand (ZAR), or the currency stated in the quotation, with 50% receivable upon confirmation of order and receipt of initial invoice as a deposit, with the balance due, within 7 days from the date of final invoice from the Company.

8.2. The Buyer will be responsible for its own bank charges required to effect the payment.

8.3. No payment shall be deemed to have been received until the Company has received cleared funds into its banking account.

8.4. All payments payable to the Company under the Contract shall become due immediately on the termination of such contract despite any other provision contained herein.

8.5. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount (with the exception of clause 8.2.), abatement or otherwise.

8.6. If the Buyer fails to make payments timeously, the Company will be entitled to charge interest at a rate of 2% per month and:

8.6.1 Withhold delivery of the Goods until payment is made in full; or

8.6.2 If the Buyer has withheld payment for the Goods for more than 60 days, and the Goods have not yet been delivered to the Buyer, for whatever reason, the Company will be entitled to cancel the Contract by written notice to the Buyer; or

8.6.3 If the Buyer has withheld payment for the Goods for more than 60 days and the Goods have already been delivered to the Buyer, the Company will be entitled to cancel the Contract and the Buyer shall return the Goods in the state in which they were delivered to the Buyer and the Buyer will be liable for the costs of return or sell the Goods on behalf of the Company and hand over to the Company any proceeds of such sale.

9. QUALITY

9.1. Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

9.2 The Company shall not be liable for a breach of the warranty unless:

9.2.1 the Buyer gives written notice of the defect to the Company; or

9.2.2 if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Buyer discovers or ought to

have discovered the defect; and

9.2.3 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's

cost for the examination to take place there.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 if:

9.3.1 the Buyer makes any further use of such Goods after giving such notice; or

9.3.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

9.3.3 the Buyer alters or repairs such Goods without the written consent of the Company.

9.4 Subject to clause 9.3 and clause 9.4, if any of the Goods do not conform with the warranty in clause 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

9.5 If the Company complies with clause 9.5 it shall have no further liability for a breach of the warranty in clause 9.2 in respect of such Goods.

9.6 The Company reserves the right to change the technical data and/or specification of the Goods either to comply with any applicable safety or statutory requirements or which do not materially affect the quality or specified performance of the Goods.

10. LIMITATION OF LIABILITY

10.1 Subject to clause 4, clause 5 and clause 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these conditions, including any deliberate breach of these conditions by a party, or its employees, agents or subcontractors;

10.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

10.1.3 any representation, statement or delictual act or omission including negligence arising under or in connection with the Contract.

10.2 Nothing in these conditions excludes or limits the liability of the Company:

10.2.1 for death or personal injury caused by the Company's negligence; or

10.2.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

10.2.3 for fraud or fraudulent misrepresentation.

10.3 Subject to clause 10.2 and clause 10.3:

10.3.1 the Company's total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

10.3.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10.4 For the avoidance of any doubt:

10.4.1 The Contract relates to the supply of Goods in accordance with these conditions.

10.4.2 The Contract does not extend to any advice or assistance sought by the Buyer from the Company, including but not limited to, any advice or assistance concerning the storage installation commissioning use maintenance or suitability of any Goods.

10.4.3 If the Buyer requests that the Company provide any advice or assistance which falls outside the scope of the Contract and the Company agrees to provide such advice or assistance; this shall be strictly undertaken on the basis that the Company is endeavouring to help as a first point of reference only and that the Company shall not be liable for any loss whether direct indirect or consequential arising from such advice or assistance.

10.4.4 It is entirely the Buyer's responsibility to ensure that the suitability of the Goods, for the intended application and the installation commissioning use and maintenance of electrical or mechanical services are dealt with by a suitably qualified engineer to ensure all applicable standards and regulations have been complied with.

10.4.5 The installation and maintenance of the Goods may be contracted for with the Company as an additional service.

11. ASSIGNMENT

11.1. The Company may assign the Contract or any part of it to any person, firm or company. In the event of a Contract being assigned in this way:

11.1.1 The Company shall give the Buyer 7 days notice; and

11.1.2 The Buyer will be entitled to continue with the contract, or cancel the Contract at the Buyer's own expense.

11.2 The Buyer shall not be entitled to assign the Contract or any part of the Contract unless:

- 11.2.1 Prior written consent of the Company has been obtained; and
11.2.2 The prior written consent is obtained 7 days prior to such an assignment.

12. FORCE MAJEURE

12.1. The Company reserves the right to:

12.1.1 defer the date of delivery; or

12.1.2 cancel the Contract; or

12.1.3 reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company.

12.2 Circumstances beyond the reasonable control of the Company include but are not limited to: acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that,

12.3 If the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. GENERAL

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by or against any person that is not a party to it.

13.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of South Africa, and the parties submit to the exclusive jurisdiction of the South African courts.

13.7 No representative or person is authorized to assume for the Company any other liability in connection with the sale of the Goods or at all.

13.8 Acceptance by the Buyer of these terms and conditions shall be deemed to have taken place in the event that the Buyer places an order for the goods with the Company.

13.9 The Company reserves the right in its sole discretion to vary these terms and conditions.

13.10 Nothing contained in these terms and conditions is intended to prevent the Buyer from exercising any rights the Buyer may have under the Consumer Protection Act 2008.

13.11 These terms and conditions constitute the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties unless varied in accordance in terms of clause 13.12 below.

13.12 Save as otherwise expressly provided, no addition to, variation, consensual cancellation or novation (meaning the act of either replacing an obligation to perform with a new obligation, or replacing a party to an agreement with a new party) of this agreement and no waiver of any right arising out of these terms and conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by or on behalf of the duly authorised representatives of the parties.

14. COMMUNICATIONS

14.1 All communications between the parties in relation to the Contract shall be in writing and delivered by hand or sent by registered post or sent by fax or e-mail:

14.1.1 In the case of communications to the Company, all communications should be addressed to the Company's registered office or such changed address as shall be notified to the Buyer by the Company; or

14.1.2 In the case of the communications to the Buyer, all communications shall be addressed to the registered office of the addressee (if it is a company) or to any address of the Buyer as set out in any documentation which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by registered post, ten days (excluding Saturdays, Sundays and public holidays) after posting (exclusive

of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery; or

14.2.3 if sent by fax on a working day prior to 16h00 at the time of transmission; or if sent on a working day after 16h00, on the next working day.

14.3 The Buyer hereby consents to the dispatch or transmission by the Company of all and necessary communications in terms of the Electronic Communications and Transactions Act 25 of 2002 or subsequently enacted relevant legislation.

15. MANUFACTURER'S WARRANTY

15.1 The Company warrants the FIRST purchaser of the Goods, that the product/s shall be free of any defects in materials and/or workmanship for a period of 24 months (two years) from the verifiable date of purchase. Such verification shall include a valid proof of purchase by the FIRST retail purchaser. Upon receipt of the Goods the first purchaser is under obligation to check the product for any visible defects.

15.2 The warranty covers 2% of the parts and components included in the Goods, and is applicable to the Goods if sold and installed in Africa.

15.3 The warranty shall constitute the sole remedy available under law to the first retail purchaser for any damage related to, or resulting from, a defective part/or product. The warranty is strictly limited to the repair or replacement of the parts of this product at the discretion the Company.

15.4. The warranty shall constitute the sole remedy available under law to the first retail purchaser for any relation to, or result from, defective Goods. The warranty is strictly limited to the repair or replacement of the Goods which are found to be defective.

15.5 The Warranty does not cover:

15.5.1 Non-defective damage caused by unreasonable use including use not in complete accordance with proper installation procedures; or

15.5.2 Labour charges for the removal or re-installation of replaced Goods, or

15.5.3 Transport costs incurred in transporting the Goods to the Company; or

15.5.4 Damage caused by incorrect installation; or

15.5.5 Goods which are installed outdoors and are damaged by extreme wind, hail or lightning or other force of nature; or

15.5.6 Consequential or incidental damage to property or person.

16. DISCLOSURE OF INFORMATION

16.1 The Buyer consents that the Company may, to the extent permitted by law, receive or disclose your personal information, documents, detailed call records, credit profile information and/or any other credit information from or to –

16.1.1. any credit providers, credit bureau or credit reporting agencies;

16.1.2. any law enforcement agencies that require the information for the prevention or investigation of criminal activities;

16.1.3. any of the Company's, related entities, suppliers, agents, professional advisors for marketing purposes, subject to the Buyers right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008.

16.2. Despite any part of these Conditions that may indicate otherwise, the Company shall be entitled to utilize the Buyers information for any lawful purpose including but not limited to tracing and/or collection purposes.

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REG: 2017/288378/07