



STANDARD TERMS AND CONDITIONS

All rental and sales transactions of Kromrivier Bins (PTY) LTD will be subject to the following standard conditions:

RENTAL AND SERVICES

- **Equipment** –Equipment includes any product supplied by the Company for use by the Customer.
- **Ownership** –Ownership of the equipment shall at all times belong to the Company. Equipment may not be alienated in any way or offered as surety for any debts.
- **Risk** –From taking possession of equipment, the Customer assumes full responsibility for the equipment.
- **Use of equipment** – The Client shall use the equipment only for the purpose for which it was designed and undertakes to exercise reasonable care during its use.
- **Damage** –The Customer is responsible for any damage to equipment, exclusively damage caused by normal ageing. The Customer will be held liable for the repair costs of such equipment.
- **Loss / Destruction** –If any leased equipment is lost or destroyed, the equipment will continue to be considered leased to the Customer until the Company is notified in writing by the Customer of such loss or destruction, and the Customer has paid to the Company an amount equal to the replacement cost of the lost or destroyed equipment with new equipment. Kromrivier's bins may not be replaced with other carpet shops' bins and returned to the business (Kromrivier Bins).
- **Lease Agreement** –The Customer may not transfer or assign the rental of any equipment to the third party.
- **Quotations** –Quotations for any goods and services will be valid for 30 days from the date on the quotation. Quotations may be withdrawn by the Company at any time.
- **Cancellation** –The Client remains liable for the account of any quotations accepted by the Client and later cancelled.
- **Rate** –The Company will give the Client 30 days' notice of any rate changes.
- **Account** –The Company will provide the Customer with an invoice for the rental of equipment at the end of each calendar month. The amount is calculated from the day the equipment is taken to the day the equipment is returned at the rate as fixed by the Company from time to time.

- **Limitation of Liability** –The Company shall not be liable for any loss, damage or expenses incurred by the Customer during the use of equipment.
- **Breach of contract** –If the Customer commits any act of insolvency or fails to comply with any of the terms and conditions of the agreement or is in arrears in respect of the rental, the Company shall be entitled to terminate the rental of such equipment to the Customer without written notice. terminate and take the equipment back.
- **Right of Sale** –The Company reserves the right to cease any further sale to the Client until the outstanding amount is received, subject to the payment terms.
- **Right of access** –The Company shall be entitled at all reasonable times to enter any premises controlled by the Customer for the purpose of inspecting the equipment kept there.

GENERAL

- **Payment** -The terms for payment of the bill are strictly 30 days after date of statement. Non-payment or late payment of account will result in the suspension of any further credit facility. Payments are first used to pay off overdue interest before being applied against any outstanding invoices.
- **Interest** –The Company shall be entitled to charge interest on any overdue amounts owed by the Customer to the Maarskappy, at an interest rate not exceeding the maximum interest rate permissible in terms of the Usury Act.
- **Sponsor** –If the Client is a Company, Close Corporation or a Trust, the undersigned will, by signing hereto, bind himself as guarantor and co-principal debtor for the proper fulfillment of all terms hereof, as if he had personally entered into the agreement.
- **Legal costs** –If the Company should take legal action against the Client on any issue arising from this agreement, then the Company's legal fees will be on a scale as between Attorney and client.
- **Credit Rating** –The Customer's creditworthiness may be checked at any Credit Bureau. Information regarding non-payment or late payment of the account may be passed on to any Credit Bureau.
- **Documentation** –A signed delivery \ receipt note will be accepted as sufficient proof for the rental of equipment or repair of goods with the burden of proof on the Customer if any dispute arises.
- **Cancellation** –Any objection to these terms and conditions will entitle the Company to terminate this agreement immediately, by notifying the Client in writing.
- **Amendments** –This agreement is the entire agreement between the parties and no modifications will be effective unless approved in writing by both parties.

STATEMENT

It is hereby declared that the conditions set out in this document have been read and understood. I declare that I am the representative of the Client and that I am authorized to sign the contract on behalf of the Client.

Customer name _____

Signed by _____ on _____

Applicant (on behalf of Client)

Witness

Signature

Signature

Name

Name

Capacity

ID Number

KROMRIVIER BINS (PTY) LTD DETAILS

Trade name

Kromrivier Bins

Registration number

2013/120063/07

VAT number

4410 271 730

Physical address

Crooked River Bins

Slant Road

Back – Paarl

telephone

Yolande: 082 821 1392

Tommie: 082 466 7074

Office : 021 869 8272

Email

yolande@kromrvier.co.za

Website

www.kromrivierbins.co.za

Bank details

ABS

Checking account: 408 621 4087

Branch code: 632 005