

Terms & Conditions of Sale

“Company” means Gateway Marketing (Pty) Ltd T/A Gateway Print & Packaging hereinto referred to as Gateway Print & Packaging

“Customer” means the purchaser of Goods from the Gateway Print & Packaging

“Goods” means all goods sold and/or delivered by Gateway Print & Packaging to the Customer.

“Terms” means these terms and conditions of sale.

THE CUSTOMER or its duly authorised agent agrees to the below terms and conditions with GATEWAY PRINT & PACKAGING and in consideration thereof THE CUSTOMER does hereby accept the following Conditions of Sale:

1. **Change of address**

THE CUSTOMER undertakes to notify GATEWAY PRINT & PACKAGING in writing within 7 (seven) days of any change of address.

2. **Change of ownership**

THE CUSTOMER undertakes to notify GATEWAY PRINT & PACKAGING, 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 GATEWAY PRINT & PACKAGING.

3. **Domicilium**

THE CUSTOMER and the signatory hereto chooses Domicilium Citandi et Executandi (meaning, the address at which THE CUSTOMER and the signatory will accept all notices, legal documents and the like, whether or not THE CUSTOMER and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

4. **Consent to sharing information and retention periods**

4.1 For the purposes of making credit risk management decisions and preventing fraud, THE CUSTOMER hereby warrants that GATEWAY PRINT & PACKAGING has consent to:

4.1.1 Carry out a credit enquiry on THE CUSTOMER and the Directors/Members/Partners/Trustees/Principals of THE CUSTOMER from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE CUSTOMER'S in terms of this agreement.

4.1.2 GATEWAY PRINT & PACKAGING may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE CUSTOMER'S of how THE CUSTOMER has performed in meeting his/her/its obligations in terms of this agreement.

4.1.3 If THE CUSTOMER fails to meet his/her/its commitments to GATEWAY PRINT & PACKAGING, GATEWAY PRINT & PACKAGING may record THE CUSTOMER'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE CUSTOMER.

4.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE CUSTOMER has not used a facility under this agreement for 6 months, THE CUSTOMER will be required to re-apply for such a facility.

5. **Pricing increments/ changes**

Prices quoted by GATEWAY PRINT & PACKAGING are determined on a per job basis and are subject to increases prior to the payment of the deposit, at the discretion of GATEWAY PRINT & PACKAGING. GATEWAY PRINT & PACKAGING shall be entitled to increase the cost of goods delivered or services rendered to THE CUSTOMER with prior written notice prior to start of the project.

6. **Pricing**

6.1. Payments are to be made to GATEWAY PRINT & PACKAGING without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

6.2. Where goods are custom manufactured and cannot be resold, a deposit of 75% of the invoice price must be paid when placing an order for the order to commence. Orders emanating from outside of South Africa will be subject to 100% of payment on order for the order to commence.

6.3. Where Goods are ordered with specific media and/ or materials, selected by THE CUSTOMER, the media must be paid for in full at the time the deposit is paid.

6.4. The balance of the invoice price must be paid in full before delivery or collection can take place.

6.5. Interest is payable on all overdue accounts at GATEWAY PRINT & PACKAGING's discretion. Calculated on a monthly basis at the rate of 2% per month as from the date due (+30 Days) for payment until payment is received by the Company.

6.6. It is further the sole responsibility of THE CUSTOMER to determine that goods ordered are suitable for the purposes of the intended use

7. **Display and Samples**

7.1 Any display product or sample inspected by THE CUSTOMER is solely for THE CUSTOMERS convenience and does not constitute a sale by sample.

7.2 Samples are used to give a rough indication of the production run outcome, there will be differences from the sample to the production run unless a machine sample/ proof is requested at an additional cost. Digital proofs are supplied at no additional costs

8. **Delivery**

8.1 THE CUSTOMER agrees that the signature of any agent, contractor, sub-contractor or employee of THE CUSTOMER on GATEWAY PRINT & PACKAGING's official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

8.2 Any delivery date stated on any order confirmation is approximate only. GATEWAY PRINT & PACKAGING shall not be bound by that date, but will make all reasonable efforts to deliver by that date.

8.3 Whilst GATEWAY PRINT & PACKAGING will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE CUSTOMER shall not be entitled to refuse acceptance of such late deliveries.

8.4 The risk in and to the goods shall pass from GATEWAY PRINT & PACKAGING to THE CUSTOMER at the time of delivery notwithstanding that ownership will not pass to THE CUSTOMER until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of GATEWAY PRINT & PACKAGING's delivery note, proof of courier if the goods are couriered to THE CUSTOMER or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by GATEWAY PRINT & PACKAGING.

8.5 Goods sent via courier either by GATEWAY PRINT & PACKAGING or arranged by THE CUSTOMER by standard will not be insured unless requested in writing by THE CUSTOMER and any additional charges be paid for by THE CUSTOMER

8.6 The Customer must, within 14 days of being notified of their availability, collect or accept delivery of the Goods and pay the balance of the invoice price.

8.7 If the Customer fails to collect the Goods or accept delivery within 14 days of being notified of their availability, GATEWAY PRINT & PACKAGING may terminate this contract, keep the deposit and resell the Goods. In the event that the order was custom manufactured and the Goods cannot be resold, the customer will remain liable for all outstanding amounts.

8.8 The Company reserves the right to charge the Customer storage on goods not collected or delivered within 14 days of notification of their availability at the rate of R350.00 per week or part thereof, unless prior arrangements have been made.

9. **Marketing and Promotion**

GATEWAY PRINT & PACKAGING reserve the right to use all work manufactured by us in promotional work, marketing, advertising, showcase displays, online / digital media and any form of online advertising unless otherwise requested in writing from the Customer.

10. Repairs and Warranties

- 10.1** New goods are guaranteed according to either **GATEWAY PRINT & PACKAGING's** specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE CUSTOMER on the basis of **GATEWAY PRINT & PACKAGING** not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 10.2** Should a product supplied to THE CUSTOMER by **GATEWAY PRINT & PACKAGING** be faulty or not comply with the relevant specifications or descriptions or require return for credit and where a warranty is applicable, THE CUSTOMER shall contact **GATEWAY PRINT & PACKAGING** within fourteen (14) days from the goods being delivered or collected and arrange for the goods to be returned to **GATEWAY PRINT & PACKAGING**, where applicable.
- 10.3** Liability under clause 12.2 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by **GATEWAY PRINT & PACKAGING**.
- 10.4** All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications or be damaged outside their intended use. Damage caused by lightning strikes, power surges, power spikes, rainfall or other incidents beyond the control of **GATEWAY PRINT & PACKAGING** are not covered in any warranties.
- 10.5** Should **GATEWAY PRINT & PACKAGING** find no fault with the returned goods, this will be returned to THE CUSTOMER, and a 10% handling fee will be charged.
- 10.6** 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 **GATEWAY PRINT & PACKAGING** may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out. In the event the goods have been custom manufactured, and cannot be resold, the customer will remain responsible for the full amount due.

11. Cancellations

No order may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion). If such consent is given it is, at the Company's election, subject to the Company being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 20% of the invoice price of the Goods).

12. Copyright

THE CUSTOMER acknowledges **GATEWAY PRINT & PACKAGING's** intellectual property rights in the goods and shall not infringe such intellectual property rights.

13. Payment to GATEWAY PRINT & PACKAGING

Should **GATEWAY PRINT & PACKAGING** at any time advise THE CUSTOMER of any change to **GATEWAY PRINT & PACKAGING's** banking account details THE CUSTOMER shall confirm such change with a Manager of **GATEWAY PRINT & PACKAGING** before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging **GATEWAY PRINT & PACKAGING** to afford THE CUSTOMER any such indulgence to effect payment after due date.

14. Responsibility for losses, damages or delays

- 14.1** **GATEWAY PRINT & PACKAGING** will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE CUSTOMER, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; 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 **GATEWAY PRINT & PACKAGING**.
- 14.2** **GATEWAY PRINT & PACKAGING** provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

15. Defaulting in payment

In the event of THE CUSTOMER defaulting in making payment of any prior agreed amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable by THE CUSTOMER.

16. Interest on overdue accounts

GATEWAY PRINT & PACKAGING shall be entitled to charge THE CUSTOMER interest at the rate of 2% (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as **GATEWAY PRINT & PACKAGING** affording THE CUSTOMER any indulgence to make payment after due date.

17. Proof of Claims

A certificate signed by a manager or any director of **GATEWAY PRINT & PACKAGING** - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE CUSTOMER to **GATEWAY PRINT & PACKAGING**, in respect of any credit facilities granted to THE CUSTOMER relating to THE CUSTOMER's dealings with **GATEWAY PRINT & PACKAGING**, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE CUSTOMER to prove that such amount is not owing and/or due and unpaid.

18. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE CUSTOMER to **GATEWAY PRINT & PACKAGING**, 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 **GATEWAY PRINT & PACKAGING** against THE CUSTOMER arising out of any transaction between the parties, it being recorded that **GATEWAY PRINT & PACKAGING** shall be entitled, but not obliged, to bring any action or proceeding in the said court.

19. Recovery of legal /collection costs

Should **GATEWAY PRINT & PACKAGING** 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 **GATEWAY PRINT & PACKAGING's** rights, **GATEWAY PRINT & PACKAGING** shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

20. Non-waiver of rights

Any condemnation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of **GATEWAY PRINT & PACKAGING** shall not in any way operate as or be deemed to be a waiver by **GATEWAY PRINT & PACKAGING** of any rights under this contract, or be construed as a novation thereof.

21. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and 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.

22. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa.