



STANDARD TERMS & CONDITIONS OF SALE

1. Definitions

- a. "The Company" means the company of wine people (proprietary) limited, Registration number 1997/000593/07 and any division or subsidiary of the Company.
- b. "The Customer" means the party who has placed an order, whether verbal or written, with the Company or any party with whom the company contracts as a result of the submission of any offer to purchase Products from the Company and includes any representative of the Customer.
- c. "The Goods" means the products supplied or to be supplied by the Company to the Customer in accordance with the Agreement and includes products to be manufactured in accordance with the specifications of the Customer.
- d. "The Agreement" means the terms and conditions of sale of the Goods by the Company to the Customer.

2. General

- a. The terms and conditions as set on in this document shall apply to any Agreement in which the Company accepts an order to sell any Goods to any Customer.
- b. These terms and conditions shall apply to the exclusion of any terms and conditions specified by any Customer and no alteration or variation to these terms and conditions shall be of any force or effect unless recorded in writing and signed by the Company.
- c. All orders placed shall be in writing and shall be irrevocable upon receipt by the Company. At its' sole discretion, the Company may accept verbal orders.

3. Prices and Payment

- a. The price payable by the Customer for the Goods shall be the price set out in the standard list price of the Company which is available on request.
- b. Where the Goods are not specified in the standard list prices of the Company, the price shall be as quoted by the Company to the Customer.
- c. All prices quoted are net ex warehouse and exclude VAT, delivery and all other charges unless otherwise specified.

- d. Prices shall apply to the whole of any order. Where only a portion of an order is collected or delivered, the Company reserves for itself the right to increase the price proportionately to cover any fixed costs associated with the whole of such order.
- e. Only written quotations shall be binding upon the Company and shall lapse if an order is not placed by the Customer within the validity of the quotation or if not specified, within 30 days of the date of submission of such quotation.
- f. The full price for the supply of the Goods plus VAT and any other charges applicable to the order, shall be payable within 30 days of the date when the Goods become available for collection or delivery unless other terms are specifically agreed by the Company and confirmed in writing.
- g. Payment shall be made without deduction or offset of any kind and shall be made at the address indicated on the invoice or paid directly into the nominated bank account of the Company.
- h. Payment details reflecting each individual invoice number and amount paid shall be submitted together with the payment or in the event of a direct deposit, faxed to the Company at the number specified on the invoice.
- i. In the event that payment is not made within the time specified in sub clause f above, then without prejudice to any other legal remedy available in law, the Company may charge interest on the amount overdue at a rate of 5% (five per centum) above the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time.
- j. In the event of any payment being overdue, the Company reserves the right to withdraw any credit facilities granted to the Customer without further notice to such Customer. In such an event the full amount outstanding by the Customer to the Company shall immediately become due and payable.

4. Delivery, Risk and Ownership

- a. The Goods will become available for delivery ex warehouse on the date specified in the order or any such other date as advised to the Customer by the Company.
- b. Delivery of the Goods will be taken by the Customer on such specified date. Failure of the Customer to take delivery on the date so specified shall entitle the Company to store the Goods at the risk and cost of the Customer until such time as delivery is effected.
- c. Delivery will be effected and the risk therein passed to the Customer when the Goods or any portion thereof, are loaded by the Customer on the premises of the Company or where such Goods are loaded by the Company for delivery to the Customer.
- d. Any damages to the Goods arising in transit or in offloading after delivery ex warehouse shall be at the risk of the Customer.

- e. Any time or date specified for delivery is intended to be an estimate only and the Company shall under no circumstances whatsoever be liable for any loss or profit or consequential damages suffered by the Customer arising out of the Company's failure to deliver timeously or at all.
- f. Late or partial deliveries shall in no way invalidate the Agreement and the Customer shall accept such deliveries when so tendered.
- g. All Goods delivered in terms of this Agreement shall remain the property of the Company until payment in full has been received by the Customer. In the event of the default by the Customer, the Company shall be entitled to take possession of the Goods without prejudice to any further rights the Company may have at law or in terms of this Agreement.

5. Liability and Indemnity

- a. While the Company acknowledges that the Goods will be manufactured and supplied in accordance with the specifications of the Purchaser, the Company shall, under no circumstances whatsoever, be liable to the Customer or any third party for any loss or profit or consequential damage suffered by the Purchaser or third party as a result of any act or omission by the Company.
- b. The Customer hereby indemnifies the Company, its directors, employees and agents against any loss or damage suffered by them resulting from any claim made against the Company, its directors, employees or agents by any person or entity for any loss, damage, death or injury arising out of the Goods and/or their use for any purpose.

6. Whole Agreement

- a. This Agreement constitutes the whole of the Agreement between the Customer and the Company relating to the Goods and save as otherwise provided for herein, no amendment, alteration, addition, deletion or variation will be of any force or effect unless reduced to writing and signed by the parties.
- b. The parties agree that no other terms and conditions, whether oral or written and whether express or implied will be applicable to this Agreement.
- c. Save for any warranties given in this Agreement and any other written warranties given to the Customer, the Company makes no warranties or representations in respect of the Goods or their use for any purpose.

7. Domicilium

The Customer chooses “domicilium citandi et executandi” for all purposes arising out of this Agreement at the address specified on the order or where none is specified, at the delivery address. The Company chooses Welmoed Cellar, R310, Lynedoch, as its’ “domicilium citandi et executandi”. All invoices, documents and legal processes may be served at such addresses and in the event of any change thereto the changing party shall notify the other party within 7 days thereof by registered mail to such address.

8. Applicable law, Jurisdiction and Costs

- a. This Agreement will be governed and interpreted in accordance with the laws of the Republic of South Africa.
- b. The Customer hereby consents to the jurisdiction of the Magistrate’s Court in respect of any dispute or claim arising out of the Agreement notwithstanding that the value of such dispute or claim may otherwise be beyond the jurisdiction of that Court, provided that this provision shall not preclude the Company at its’ sole discretion from instituting any action in the High Court of South Africa having jurisdiction or any other Court of competent jurisdiction.
- c. The Company shall be entitled to recover all costs and charges of whatsoever nature that may be incurred by the Company in enforcing any of the provisions of the Agreement including, without limitation, all legal costs as between attorney and client, all collection commissions and tracing fees.
- d. A certificate signed by a director of the Company stating that the amount due by the Customer to the Company at any time shall be prima facie proof of the amount due by the Customer to the Company and the facts stated therein for the purposes of all legal proceedings against the Customer for the recovery of any indebtedness to the Company and such certificate shall be sufficient to enable the Company to obtain provisional sentence or summary judgment against the Customer in terms hereof in any court of competent jurisdiction.