



## TERMS AND CONDITIONS

### 1. GENERAL

Unless otherwise agreed to in writing, all goods purchased in terms of an order, shall be subject to the terms and conditions of CONSUMER, A DIVISION OF TIGER CONSUMER BRANDS (HEREINAFTER CALLED THE Purchaser) as set out herein. The Seller shall be deemed to have accepted the said terms and conditions, which terms and conditions, shall override any provision to the contrary. Unless otherwise agreed to in writing, no conditions of the Seller provided for in any invoice, delivery note or other document shall be binding on the Purchaser.

### 2. ORDERS

- 2.1 Orders may be placed either in writing or electronically. If in writing, such order shall only be binding on the Purchaser if it is on the Purchaser's official Order Form and has been signed by a fully authorized person.
- 2.2 The Seller must fully acquaint himself with the provisions on an order form and the Purchaser shall be entitled to reject any goods which do not comply with the stated provisions. If the Seller is unable to determine the precise nature and extent of the order from the stated order form, with specific reference to the type, quantity, quality and price of goods, it must within 7 days of receipt of the order, request further particulars in writing.
- 2.3 Canned fruit and vegetables as finished products are subject to laid down quality acceptance inspections by the Purchaser.
- 2.4 In the event of services being rendered in terms of an order the Contractor shall be bound by the Purchaser's 'Safety Regulations for Contractors' (which is available on request) and the conditions of the order shall apply mutatis mutandis.

### 3. EXECUTION OF AGREEMENT

- 3.1 **Transfer of Ownership**  
Ownership of the goods shall pass to the Purchaser upon delivery at its premises or any other premises, which it may stipulate in writing. Such a delivery shall not be accepted by the Purchaser unless the quality or standard of the goods is acceptable to the Purchaser. A delivery note, which is not signed by a duly authorised official of the Purchaser, shall not be binding on the Purchaser. In the event of a dispute about the authority of the signatory of



this order, the onus of proof rests with the Seller to prove that the signatory was duly authorised.

### 3.2 Period of delivery

Unless otherwise agreed to in writing, or unless otherwise indicated on the order form, the Seller shall be obliged to deliver the goods within 30 days of the date of the order form at the place as agreed. Failure to deliver the goods timeously may lead to summary cancellation of the order by the Purchaser.

### 3.3 Defects in Goods

The Purchaser shall, without any prejudice to any legal remedy at its disposal and notwithstanding any other provision to the contrary, be entitled within a reasonable period after receipt of the goods, to reject them, if in the opinion of the Purchaser they appear to be faulty or defective in any respect or if they differ in any respect from the particulars on the order form. The Purchaser in its sole discretion may demand that the goods be repaired or replaced or that the Seller take back the goods and repay all monies already paid in respect thereof.

## 4. PRICES

4.1 No adjustment shall be made to the prices in the order form.

4.2 A price escalation clause shall only be valid if the Purchaser confirms it in the order form.

4.3 A valid invoice for these purchases must reach the Purchaser within a reasonable time to ensure settlement in terms of the agreement.

4.4 Unless otherwise stated in the order, prices shall include delivery to the address as indicated on the order.

## 5. COSTS

5.1 The Seller shall on demand pay all expenses actually incurred by the Purchaser as a result of the Seller's non-compliance with any of the provisions of an order, including but not necessarily limited to tracing costs, all legal costs calculated on the scale as between attorney and own client on the widest basis, collection commission, cost of valuation, dismantling, removal and storage of the goods and all other expenses incurred by the Purchaser.