

# GROENHEIDE BOEKE (Pty) Ltd

## TERMS & CONDITIONS OF SALE

### Definitions

In these Terms & Conditions of Sale:

- 'GROENHEIDE BOEKE' means GROENHEIDE BOEKE (Pty) Ltd (2019/109904/07) or its duly appointed agent(s);
- 'Customer' means the person(s) or company or institution purchasing goods from GROENHEIDE BOEKE;
- 'goods' generally means the books and products sold by GROENHEIDE BOEKE;
- 'export sales' means sales or deliveries to Customers in countries other than to the Republic of South Africa.

### General

1. All orders for the sale of goods accepted by GROENHEIDE BOEKE are subject to these Terms & Conditions, which may only be varied by an authorized official of GROENHEIDE BOEKE and in writing.
2. GROENHEIDE BOEKE reserves the right to change these conditions of sale by giving written notice. Except as provided above, these Terms & Conditions override all conditions provided by the Customer.
3. All sales are firm sales, unless otherwise so agreed at the time the order is accepted. GROENHEIDE BOEKE does not supply goods on a "consignment stock" or on a "sale or return" basis, unless specifically agreed to in writing by an authorized official of GROENHEIDE BOEKE prior to the order being placed.
4. Each invoice issued to the Customer shall constitute a separate contract on the terms of that invoice and these Terms & Conditions of Sale and there shall not be implied into the terms of the contract any continuing obligation to supply the Customer after fulfilment of each invoice.
5. No notice period shall be required to be given by GROENHEIDE BOEKE should it decide to cease trading with the Customer.

### Prices and Trade Discounts

6. The price charged by GROENHEIDE BOEKE for each publication shall be its recommended retail price (including VAT, where and if applicable) on the date the order is processed, less the appropriate trade discount.
7. GROENHEIDE BOEKE reserves the right to adjust prices and trade discounts without notice and shall not be bound by any previous prices quoted or discounts given to the Customer or any other Customer.
8. All quotations or estimates given by GROENHEIDE BOEKE are subject to confirmation of its acceptance of an order and to availability of the goods.
9. Unconfirmed quotations or estimates shall lapse fourteen (14) days after issue, unless otherwise agreed in writing by GROENHEIDE BOEKE.
10. Any claim relating to the price of goods as stated on the invoice and in particular a

claim that the invoice price does not match the quotation or other agreed terms must be notified in writing by the Customer to GROENHEIDE BOEKE within seven (7) days of receipt of the goods.

11. GROENHEIDE BOEKE reserves the right to invoice goods which are not immediately supplied but are reserved for consolidation in order to secure economic delivery costs.

### **Credit Terms**

12. Unless otherwise agreed in writing, all orders are immediately payable in full and GROENHEIDE BOEKE shall not be obligated to deliver any goods prior to receiving such full payment.
13. GROENHEIDE BOEKE reserves the right to exercise complete discretion in respect of credit facilities, which may be withdrawn without notice.
14. Where GROENHEIDE BOEKE agrees to extend credit to the Customer:
  - 14.1. Unless otherwise agreed in writing, the Customer undertakes to make payment within thirty (30) days, or such extended period authorised in writing by GROENHEIDE BOEKE, from date of statement. In the event of the Customer not paying any amount which is due, then any other amounts which are outstanding and not due will immediately become due, owing and payable without further notice to the Customer.
  - 14.2. Should payment of any amount not be made timeously, the grant of any discount relating to such amount may at the discretion of GROENHEIDE BOEKE be withdrawn.
  - 14.3. If any amount owing is not paid on the due date, then the Customer shall be liable for interest at the prime overdraft interest rate, determined from time to time by First National Bank (FNB), charged on the overdue amount from the due date to the date of payment.
  - 14.4. Should GROENHEIDE BOEKE instruct attorneys to collect any amount owing by the Customer, the Customer agrees that he/she/it will be liable for all costs, including all legal costs on the scale as between attorney and client, and collection commission that may be charged in respect of the collection thereof, together with an administration fee of 10% of the amount collected.

### **Editions & Quantities**

15. Where the Customer does not specify which edition of a book or other product is required and there is more than one, GROENHEIDE BOEKE will normally supply the latest available, or a mixture of editions.
16. No variation by GROENHEIDE BOEKE in the manufacture or design of any goods will constitute a breach of contract or impose any liability upon GROENHEIDE BOEKE.
17. GROENHEIDE BOEKE may impose a minimum quantity per order.

### **Delivery Costs**

18. Goods will be delivered carriage paid by GROENHEIDE BOEKE to the stipulated point of delivery.

19. Means of carriage is at GROENHEIDE BOEKE's exclusive discretion.
20. In circumstances where the Customer requests a different method of transport, such as for example overnight freight, the total cost shall be borne by the Customer.
21. GROENHEIDE BOEKE reserves the right to impose a delivery cost surcharge on deliveries of small quantities of books.
22. Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms & Conditions of Sale will apply.
23. GROENHEIDE BOEKE does not directly offer goods for sale to Customers in other countries, therefore all delivery costs and export or other fees relating to export sales shall be borne by the Customer.

### **Time for Delivery**

24. GROENHEIDE BOEKE will use its reasonable endeavours to meet any agreed delivery date, but does not guarantee to do so and time of delivery shall not be of the essence of the contract, unless expressly so agreed in writing by GROENHEIDE BOEKE.

### **Goods Received and Returns Policy**

25. All products are sold on firm sale unless otherwise stated on the invoice or in a separate, documented returns agreement and approved by an authorized official of GROENHEIDE BOEKE.
26. The Customer shall inspect the received goods within fifteen (15) working days of their delivery and shall give written notification to GROENHEIDE BOEKE of any shortages, damage or manufacturing faults revealed by that inspection.
27. Notwithstanding that products are sold on a firm sale basis, returns will be accepted, provided that the overriding conditions in clause 28 are satisfied:
  - 27.1. GROENHEIDE BOEKE will honour requests for returns arising from any service fault on its part. Examples of such service faults are: too many books supplied, wrong books supplied, incorrectly bound books, damaged books, and books supplied later than the date stipulated in the confirmed order. Full credit will be given or replacements provided, as per the Customer's preference. The cost of freight for such books returned and/or for the supply of replacements will be borne by GROENHEIDE BOEKE.
  - 27.2. All requests to accept returns based on customer error must be motivated in writing and may be considered by GROENHEIDE BOEKE and either declined or authorised. Authorisation will be at the discretion of GROENHEIDE BOEKE and returns authorisation will be without prejudice to GROENHEIDE BOEKE. The cost of freight for such books returned and/or for the supply of replacements will be borne by the Customer.
28. Overriding conditions governing all returns:
  - 28.1. Advance authorisation from GROENHEIDE BOEKE for the return of any products must be obtained in writing. Authorizations are valid for thirty (30) days only. Products returned without prior written authorisation will be returned to the sender and the cost of return will be for the account of the sender.
  - 28.2. Books will be accepted for return only if they are in mint, re-saleable condition when received by GROENHEIDE BOEKE. Books with stickers or sticker marks,

anti-theft strips, school or other stamps, or pen marks on or in them will not be accepted. (This condition will not apply to books returned because they are misbound, received as damaged or incomplete.)

28.3. Returns for books damaged in transit or during delivery must be requested and made within fifteen (15) working days of receipt of stock.

28.4. Returns request documentation must include original invoice details.

28.5. No returns or credit will be passed on books invoiced more than three (3) months previously, unless otherwise stated on the invoice or a separate, written returns agreement.

28.6. Requests for returns will only be considered if the Customer's account is maintained in line with agreed credit terms.

### **Risk and Title**

29. The risk (relating to goods delivered) passes to the Customer on physical delivery to the delivery address stipulated by the Customer.

30. Notwithstanding the delivery and possession of any goods purchased, legal and beneficial ownership shall not pass to the Customer until payment in full is received by GROENHEIDE BOEKE.

31. GROENHEIDE BOEKE shall be entitled to enter the Customer's premises (or the Customer's agent's premises where that agent is storing goods on the Customer's behalf) to retrieve and repossess any goods owned by GROENHEIDE BOEKE so as to discharge any sums owed to GROENHEIDE BOEKE, or to enforce the provisions of clause 37.

### **Orders and Cancellation of Orders**

32. Orders may be placed with GROENHEIDE BOEKE by email, facsimile, via its website, or through GROENHEIDE BOEKE's sales representatives.

33. A customer-generated purchase order number, if applicable, must be quoted in all instances when an order is placed.

34. Once despatched, goods must be accepted and paid for by the Customer and cancellation will not be accepted.

### **Withdrawal of Goods**

35. GROENHEIDE BOEKE reserves the right to withdraw from Customers any goods which are the subject of a libel action, or for any other reason at GROENHEIDE BOEKE's complete discretion, and to forbid the re-sale of any such withdrawn goods which the Customer has purchased from GROENHEIDE BOEKE.

36. GROENHEIDE BOEKE undertakes to bear the expense of the return of such withdrawn items and also to credit the purchase price.

37. The Customer shall co-operate fully in any withdrawal by GROENHEIDE BOEKE (at the expense of GROENHEIDE BOEKE) of any goods and shall give all reasonable assistance requested by GROENHEIDE BOEKE in recovering the goods and preventing its sale to third parties.

38. GROENHEIDE BOEKE completely disclaims responsibility for the continuing sale or possession of goods which GROENHEIDE BOEKE has asked the Customer to

withdraw and any such responsibility or liability will pass to the Customer for acting in defiance of GROENHEIDE BOEKE's instructions.

### **Amendments**

39. GROENHEIDE BOEKE reserves the right to alter or amend these Terms & Conditions of Sale generally or for any particular class of goods or Customer. Customers should refer to the latest Terms & Conditions of Sale, which are available upon request or from GROENHEIDE BOEKE's website [[www.groenheide.co.za](http://www.groenheide.co.za)].

### **No Waiver**

40. Failure by GROENHEIDE BOEKE to enforce any of the provisions of these Terms & Conditions shall not be construed as a waiver of its rights nor prejudice GROENHEIDE BOEKE's right to take subsequent action.

### **Force Majeure and Liabilities**

41. No liability shall attach to GROENHEIDE BOEKE for loss or damage or delivery delays or failure to manufacture or supply goods arising from factors outside its reasonable control including but not limited to acts of God, acts or omissions of civil or military authority, war, fire, flood, nature, disasters, labour disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority.
42. The express terms of these Terms & Conditions of Sale, together with any other terms expressly agreed to in writing, set out the Customer's remedies in the event that the goods prove defective, are not delivered on time or GROENHEIDE BOEKE is otherwise in breach of contract.
43. In any event, GROENHEIDE BOEKE's liability under or in connection with the supply of the goods, whether in contract, common law, breach of statutory duty or otherwise shall not, except where expressly provided for in these Terms & Conditions or where such liability cannot be excluded or limited by law, exceed the price paid by the Customer for the goods.
44. These Terms & Conditions are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, and in any event, GROENHEIDE BOEKE shall have no liability arising out of or in connection with the supply of the goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.

### **Use and Disclosure of Customer's information**

45. The Customer consents to GROENHEIDE BOEKE carrying out a credit enquiry in respect of the Customer should the Customer desire credit facilities and understands that the personal information supplied in the Account Application Form is to be used by GROENHEIDE BOEKE for purposes of assessing the Customer's credit-worthiness.
46. The Customer agrees that GROENHEIDE BOEKE will not be liable for any inaccuracies resulting from the provision of information in this application or from the

Customer's failure to notify GROENHEIDE BOEKE in writing of any changes to the details or information supplied therein.

### **Construction**

47. The legal construction of these paragraphs shall not be affected by their headings, which are for convenience only.

### **Assignment**

48. The Customer may not assign or transfer or sub-contract to any third party its rights or obligations under these Terms & Conditions without the prior written consent of GROENHEIDE BOEKE.
49. GROENHEIDE BOEKE may perform any of its obligations or exercise any of its rights under these Terms & Conditions by itself or through any company which is a subsidiary of GROENHEIDE BOEKE or in which GROENHEIDE BOEKE has directly or indirectly a controlling interest, or through any appointed agent.

### **Severability**

50. If any provision of these Terms & Conditions is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms & Conditions shall not in any way be affected.

### **Service of Notices**

51. The Customer nominates as its preferred address ('domicilium citandi et executandi') for purposes of service of all processes, notices and the like, the address reflected on its Account Application Form, as amended by the Customer from time to time.
52. Any notice or other communication given under these Terms & Conditions shall be deemed to be properly given if it is:
- 52.1. sent by registered post or personal delivery to the other party's last known address, or
  - 52.2. if it is sent by email to the other party's last known email address.

### **Applicable Law and Jurisdiction**

53. These Terms & Conditions and any other terms of the sales contract shall be governed and construed in accordance with the laws of the Republic of South Africa.
54. The Customer and anyone who stands as surety for the obligations of the Customer hereby consent in terms of Section 45 of the Magistrates' Court Act to the jurisdiction of the Magistrates' Court having jurisdiction in terms of Section 28 of the said act, notwithstanding that the amount claimed may exceed its jurisdiction.

By purchasing goods from GROENHEIDE BOEKE, the Customer hereby accepts and agrees to the terms and conditions as stipulated in this Terms & Conditions of Sale agreement and that no signature is necessary.