

1. DEFINITION
- 1.1 "The Company" – Auto Motive Components Centre cc and any other subsidiaries.
2. PAYMENT
- 2.1 The purchase price of the goods listed on the face hereof shall be paid by the customer to "The Company" without any deduction or setoff within the period of the agreed credit terms allowed to the customer after the date of the statement submitted by "The Company"
- 2.2 If more than one delivery is made then each delivery will be invoiced and shall be paid for separately but otherwise in accordance with 2.1
- 2.3 The "Company" shall be entitled to charge interest on all overdue amounts at the maximum rate permissible, from time to time, for money lending transactions in terms of the Prescribed Rate of Interest Act or equivalent legislation, as amended. Such interest shall be calculated and payable monthly in advance on the first day of each and every successive month on the balance outstanding from time to time by the customer to "The Company", and shall be added to the amount due to "The Company" by the customer in respect of the purchase price of the goods.
- 2.4 The ownership of all goods supplied by "The Company" to the customer shall remain vested in "The Company" until the purchase price in respect thereof has been paid in full, but the customer shall have the right to dispose thereof in the ordinary course of normal business in which event it is hereby expressly agreed that the claim of the customer in respect of the purchase price from the ultimate purchaser of the goods, is hereby ceded to "The Company" as security for payment of any amounts outstanding.
3. DISCOUNTS
- 3.1 The price of the goods sold to the customer is strictly net and not subject to any discount unless otherwise agreed to in writing.
4. DELIVERY
- 4.1 Delivery shall be completed when goods are offloaded at the destination if the goods are to be transported by means of "The Company" vehicle or when the goods are loaded if they are to be transported by the customer of the carrier engaged (whether by "The Company" or the customer) to transport the goods to the customer.
- 4.2 Should "The Company", at the customer's request, agreed to engage a carrier to transport the goods to the customer, then
- 4.2.1 "The Company" is authorised to engage a carrier on such terms and conditions as it deems fit and
- 4.2.2 The customer indemnifies "The Company" against all demands and claims which may be made against it by the carrier so engaged and all liability which "The Company" may incur to the carrier arising out of the transportation of the goods.
- 4.3 The risk in the goods shall pass to the customer on the delivery of goods.
- 4.4 "The Company" shall not be liable under any circumstance for any complaint or claim for any alleged shortage in delivery or defect in the goods unless written notice is received by "The Company" within seven days after delivery of the goods to the customer.
- 4.5 The signature of any employee or agent of the customer which appears on "The Company" official note or way-bill or the delivery note of any authorised independent carrier shall constitute conclusive evidence of delivery of goods purchased.
- 4.6 If more than one delivery is to be made then the provisions of clause 4.3 shall apply to each delivery.
- 4.7 Time of delivery shall not be of the essence of the contract.
- 4.8 Any given delivery date is approximate only.
- 4.9 If "The Company" cannot make any delivery for any reason which is wholly or partly beyond its control, then the obligation to make that delivery shall be suspended until "The Company" can make it.
- 4.10 "The Company" shall be entitled to suspend any delivery while the customer is in breach of any of these terms and conditions and/ or the terms of any other contract between it and the customer.
- 4.11 "The Company" may effect delivery of any of the goods at different times and the customer shall accept delivery in instalments.
- 4.12 If the customer fails to take delivery of the goods where tendered, then risk shall pass to the customer as soon as delivery is tendered by "The Company" even if the goods have not left "The Company" premises and all costs, directly or indirectly incurred by "The Company" in storing, caring for and invoicing the goods after such tender shall be paid by the customer to "Company" on demand.
5. SET-OFF
- 5.1 In the event of "The Company" or any holding or subsidiary company or other division of the company of which "The Company" is a division, becoming indebted to the customer, "The Company" may set off such indebtedness against any monies which may be or become owing by the customer to "The Company".

6. EXCLUSIONS
- 6.1 Subject to the provisions of section 61 of the Consumer Protection Act "The Company" will not be held liable for direct damages, consequential damages or for any delictual liability of any nature whatsoever arising out of a defect in goods where such defect, failure or hazard did not exist at the time they were supplied, or it is deemed unreasonable to have expected "The Company" to have been aware of the existence of the defect, hazard or failure at the time of supply. "The Company" will further not be held liable for direct damages, consequential damages or for any delictual liability of any nature whatsoever arising from the customer's failure to provide correct or accurate information and/or instructions regarding the goods or caused due to customer's failure to follow usage / care instructions and / or damage caused due to misuse, abuse or neglect by the consumer."
- "The Company" will not be held liable for direct damages, consequential damages or for any delictual liability of any nature whatsoever arising where goods are not installed by a qualified installer. "The Company" retains the right to request proof of installer's qualifications. Any warranty provided will be vitiated where goods are not installed by a qualified installer.
- 6.2 The customer shall not have any claim of any nature whatsoever against "The Company" for any failure by "The Company" to carry out any of its obligations under its contract with the customer as a result of causes beyond "The Company's" control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any subcontractor or supplier of "The Company", riot, political or civil disturbances, the elements, by an act of state or Government, any delay in securing any permit, consent or approval required by "The Company", for the supply of goods under the contract or any other authority or any other cause whatsoever beyond "The Company's" absolute and direct control.
7. WARRANTY
- 7.1 In accordance with the provisions of section 56 of the Consumer Protection Act 68 of 2008 goods carry a 6 month warranty of quality, which warranty shall be vitiated if goods are not installed by a qualified installer, have been misused or abused by the consumer or have become defective or damaged through the consumer's failure to follow instructions. This does not apply to wear and tear.
- 7.2 In accordance with section 55 (6) of the Consumer Protection Act 68 of 2008 the consumer's right to receive goods that are reasonably suitable for the purpose for which they are intended, goods of good quality, goods that are in good working order and free of any defects will not apply where the consumer has been expressly informed that goods are offered in specific condition and have expressly agreed to accept the goods in that condition or has acted in a manner consistent with such acceptance.
8. DEFAULT
- 8.1 Should the customer default in paying his account strictly on delivery or collection or commit a breach of any terms and conditions of his contract with "The Company" or Being an individual, die or be provisionally or finally sequestrated or surrender or make application to surrender his estate, or; Commit any act of insolvency, or; Being a partnership, the partnership is terminated, or; Being a company or close corporation, is placed under a provisional or final order of liquidation or judicial management, or; Has a judgement recorded against which remains unsatisfied for seven days, or; Comprises or attempts to comprise generally with any of the customer's creditors, or; Enters into any transactions which has the effect of changing the beneficial ownership of the customer's business, or if the customers a company or close corporation enters into any transaction which has the effect of a change in the effective control of the company or corporation; then, without prejudice to any other right it might have.
- 8.1.1 "The Company" shall be entitled, but not compelled, forthwith to demand that the whole amount outstanding by the customer from whatsoever cause arising, be paid immediately and
- 8.1.2 "The Company" shall, furthermore be entitled to cancel any agreement which exists between it and the customer and suspend the carrying out of any of its then uncompleted obligations, in which event the customer shall have no claim or claims whatsoever against "The Company" arising out of such cancellation or the suspension by "The Company" to carry out any obligations.
- 8.2 "The Company" rights in terms of clause 8.1 above shall be in addition to its common law rights.
- 8.3 No relaxation which "The Company" may have permitted on any one occasion in regard to the carrying out of the customer's obligations shall prejudice or be regarded as a waiver of "The Company" rights to enforce its obligations on any subsequent occasion.
- 8.4 Upon the cancellation of the contract between "The Company" and the customer for any reason whatsoever, then:
- 8.4.1 All amounts then owed by the customer to "The Company" from any cause shall become due and payable forthwith., and
- 8.4.2 "The Company" may retake possession of all goods in respect of which ownership has not yet passed.
9. JURISDICTION
- 9.1 Subject to the Consumer's rights to refer any disputes in terms of section 70 of the Consumer Protection Act 68 of 2008, "The Company" shall be entitled but not obligated to institute proceedings against the customer arising out of its contract with

- the customer of the full balance outstanding, including current purchases, in any Magistrate's Court having jurisdiction over the customer notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court.
- 9.2 Further, the customer agrees to be liable for all legal costs including costs on the scale as between attorney and his own client and collection charges and tracing costs.
- 9.3 A certificate signed by any director or manager of "The Company" showing the amount due and owing by the customer to "The Company" at any given time shall be prime facie evidence of the amount due by the customer and such certificate shall be sufficient for purposes of judgement or provisional sentence or other legal proceedings.
10. DOMICILIUM
- 10.1 The customer nominates its head office address as reflected on the face hereof as its "Elected Address for Service" upon it of all notices and processes whether in connection with any claim or any sum due to "The Company" or otherwise.
11. NEGOTIABLE INSTRUMENTS
- 11.1 Any promissory note, bill of exchange or other negotiable instrument received by "The Company" from the customer shall not be a novation of the debt for which it is given and the customer waives presentment, notice of dishonour and protest where applicable.
12. RETURN OF GOODS
- 12.1 If, in the exercise of its discretion, "The Company" shall agree, at the request of the customer, to accept the return of any goods for credit, which goods were correctly supplied by "The Company" and are not faulty or subject to any claim then "The Company" shall be entitled without the necessity of any further agreement to claim from the customer a handling charge of 10% (ten per centum) of the invoice price of the goods returned.
13. INSURANCE
- 13.1 The customer shall at all times keep the goods sold to it adequately insured against all forms of loss.
- 13.2 Pending payment to "The Company" for goods purchased, all benefits in terms of the insurance Policy relating to the insurance of such goods are hereby ceded to "The Company"
14. LAW APPLICABLE
- 14.1 The contract of sale to which this invoice relates is governed by the laws of the Republic of South Africa.
15. RETURNABLE CRATES AND CONDITIONS
- 15.1 It is recorded that all crates and containers in which the goods are supplied by "The Company" to the customer shall remain at all times, the property of "The Company" and are never sold. Notwithstanding the claiming by "The Company" of a deposit in respect of such crates or containers or the payment thereof by the customer, ownership of such crates or containers shall never pass from "The Company" to the customer.
- 15.2 The customer shall be obliged, at its own expense, to return to "The Company" all crates and containers in which goods are supplied to it and, if not so returned within a reasonable time and in good order and condition, "The Company" shall be entitled to claim forfeit of the deposit held by it in respect of such crates and containers without in any way affecting the customer's continuing obligation to return them.
- 15.3 The customer is expressly prohibited from using any such crates and containers for any purpose other than the storing and transport of products sold by "The Company". In the event of the customer using or permitting any such crates or containers to be used for any other purpose or to be misused in any manner, "The Company" shall be entitled to claim forfeit of the deposits held by it in respect of such crates or containers without prejudice to its right to claim from the customer any other damages it may have suffered as a result of such misuses.
16. NON-VARIATION
- 16.1 No variation, alteration or consensual cancellation of any of these terms and conditions shall be of any force or effect, unless in writing and signed by the parties hereto.
- 16.2 No waiver or abandonment by "The Company" of any of its rights in terms of these terms and conditions shall be binding on it, unless such waiver or abandonments is in writing and signed by "The Company" .
- 16.3 No indulgence, extension of time, relaxation or latitude which "The Company" may show, grant or allow to the customer, shall constitute a waiver by its rights and "The Company" shall not thereby be prejudiced or stopped from exercising any of its rights against the customer which may have risen in the past or which might arise in the future.
- 16.4 The provisions hereof shall prevail over any terms and conditions which the customer may purport to impose or apply and which are contrary to the terms hereof.
17. REPLACEMENTS
- 17.1 I / we confirm that goods supplied are in accordance with the order placed and are fit for purpose for which they were / are intended. I will not claim a refund or replacement thereof on this basis.

I, (Name & Surname) _____ hereby acknowledge delivery of goods in good order.

I am fully satisfied with the manner, date, time and location of delivery. I confirm that I have inspected the goods and that the goods are of a type & quality as ordered.

Date: _____ Time: _____

Customer's Signature: _____ Delivered by: _____