

ONSITE LANDSCAPE SERVICES LTD

GENERAL TERMS AND CONDITIONS OF TRADE

The following constitute the terms and conditions of business between us, Onsite Landscape Services Ltd ("the Company") and you, ("the Customer") for the supply of goods and services and are incorporated into every contract

1. **Price:** A quotation given by the Company is valid for 20 working days. The Customer's acceptance must be provided in writing prior to commencement of work or supply of goods. The Company may vary or withdraw the quotation before it is accepted.
2. **Charges:** The Company's charges are based on costs at the date of the quotation and on the Company performing the work and/or preparation of the goods during normal business hours. To the extent that costs are increased or overtime or shifts outside normal business hours are required, the Company may subsequently increase the price specified to the Customer.
3. **Additional Costs:** The Customer shall meet any additional expenses incurred as a result of changes made by or at the request of the Customer, or by any delay caused by any act or default of the Customer, or by any party engaged by the Customer.
4. **Payment:** Payment is due on the 5<sup>th</sup> working day after the date of invoice. Overdue payments shall incur interest at the overdraft interest rate charged by the Company's bank calculated daily. All costs and expenses including late payment administration fee, debt collection charges and costs and legal costs as between solicitor and client, incurred by the Company in recovering overdue amounts shall be paid by the Customer.
5. **Delivery:** The Company shall use its best endeavours to make delivery at the time or date specified, however the Company shall not be responsible for any delay however arising and shall not be liable for any claims or losses arising from failure to meet the delivery date. Delayed delivery shall not invalidate the contract or make the Company liable to any penalty.
6. **Waiver:** Failure or omission by the Company at any time to enforce or require strict or timely compliance of any provision of this contract shall not affect or impair that provision in any way or the rights of the Company to avail itself of the remedies it may have in respect of any breach of that provision whether pursuant to this contract or at law.
7. **Severance:** The illegality, invalidity or unenforceability of a provision of this contract under any law shall not affect the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of any other provision of this contract.
8. **Indemnity:** The Customer shall fully and completely indemnify the Company against any and all claims, actions, suits, proceedings, costs, expenses, damage and liability, including legal fees arising out of or connected with or resulting from a breach by the Customer of its obligations under this contract or as a result of injury to any person or property caused by or in connection with the use by the Customer of the goods (including without limitation the manufacture selection, delivery possession, use, operation or return of the goods) whether arising under statute or common law.
9. **Force Majeure:** The Company shall not be liable for any delay, alteration or failure to perform its obligations under this Contract if occasioned by any event beyond the Company's control ("force majeure"). The performance of the Company's obligations under this agreement will be suspended for the period of any delay due to force majeure. Any additional costs incurred by the Company due to events beyond its control will be payable by the Customer.
10. **Representations and Warranties:** No representation undertaking or warranty shall be binding on the Company unless recorded in writing by the Company in or annexed to this quotation. To the extent permitted by law all warranties, conditions and guarantees implied by law (including but not limited to any warranties as to suitability of the goods for the use to which they will be put and the statutory guarantees implied under the Consumer Guarantees Act) are excluded from this contract and shall not apply to it.
11. **Liability:** The Company's liability under this or any associated contract is limited to replacing (or at the election of the Company, repairing) any defective good to the entire exclusion of any other remedy which, but for this clause, the Customer might have. The Company shall be under no liability for any damage, injury, direct, consequential or other loss, or loss of profit, or costs, charges or expenses on the part of the Customer or any other person other than to repair or replace as mentioned above.
12. **Passing of Risk and Title**
  - 12.1 The Goods will be at the Customer's risk immediately on delivery. The Customer will insure the Goods at full replacement value until legal and beneficial ownership of them has passed to the Customer. If the Goods are damaged or destroyed before legal and beneficial ownership of them has passed to the Customer, the Customer will hold the proceeds of such insurance in a separate fund and on trust for the Company
  - 12.2 Legal and beneficial ownership of the Goods will remain with the Company until payment in full is made:
    - (a) for the Goods; and
    - (b) for all other amounts owing by the Customer to the Company.
  - 12.3 Until legal and beneficial ownership of the Goods has passed to the Customer, the Customer will store the Goods separately from other goods.
  - 12.4 Without prejudice to any of Company's other remedies, if any amount payable by the Customer to the Company is overdue or the Customer becomes insolvent, commits an act of bankruptcy, has a receiver appointed over all or any part of the assets of the Customer, makes or is likely to make an arrangement with its creditors, has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management, then:
    - (a) the Company may cancel any outstanding order with the Customer; and
    - (b) any moneys payable by the Customer to the Company whether due for payment or not shall become immediately due and payable; and
    - (c) the Company reserves the right, and the Customer hereby irrevocably provides consent to the Company, to enter (whether forcibly or otherwise) by its employees or duly authorised agents onto the Customer's premises, or onto any premises where Goods owned by the Company are reasonably thought to be stored and repossess and subsequently resell such Goods.
  - 12.5 As security for all obligations that the Customer may owe to the Company from time to time the Customer hereby grants the Company a security interest under the PPSA in all Goods supplied by the Company to the Customer from time to time and in the proceeds of all such Goods as well as in any negotiable instrument representing any such proceeds.
  - 12.6 The Customer will provide the Company on request with all information necessary for the registration of the Company's security interest in terms of the PPSA.
  - 12.7 The Customer hereby waives its right in terms of section 148 of the PPSA to receive a copy of a verification statement.