

IT IS AGREED THAT ALL GOODS SUPPLIED AND/OR SERVICES RENDERED BY ULTRA SYSTEMS (PTY) LIMITED (HEREINAFTER REFERRED TO AS "THE SELLER") ARE SUBJECT TO THE CONDITIONS CONTAINED HEREIN AND SUCH OTHER CONDITIONS, WHICH MAY APPEAR ON THE TAX OR COMMERCIAL INVOICE AND/OR WAYBILL OF THE COMPANY.

1. The price reflected on the Seller's Invoice/s shall be paid by the Purchaser without any deductions on such terms as established on the Seller's Invoice.
2. The Purchaser shall not be entitled to set-off any amounts, which may be claimed by the Purchaser from the Seller, against any amounts owing by the Purchaser to the Seller. The Seller shall, however, enjoy such right of set-off.
3. In the event of the Purchaser failing to make payment of any amount on due date or, committing any breach of the terms of this Agreement all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to: -
 - 3.1 retake possession of the goods sold and delivered to the Purchaser in respect of which ownership has not been passed, including worked materials: and/or
 - 3.2 demand that the Purchaser effect payment to the Seller of all amounts owed by the Purchaser to the Seller, which amounts shall immediately upon such breach, become due, owing and payable.
4. The Purchaser agrees to pay 2% interest on all overdue amounts, calculated and compounded monthly from the first day of the month following the month during which the client became liable for the purchase price in terms of the agreement.
5. A Certificate signed by a director or manager of the Seller, whose appointment it shall not be necessary to prove, as to the amount owing by the Purchaser to the Seller (and the Interest rate charged) shall constitute prime facie evidence of the Purchaser's indebtedness to the Seller for the purpose of obtaining any judgement or Order of Court.
6. The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. However, notwithstanding delivery, ownership of the goods shall remain vested in the Seller and shall not pass to the Purchaser until payment of the full purchase price has been made.
7. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent, a representative or nominated transporter of the Purchaser.
8. The Seller shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods to comply with the Purchaser's specifications unless written notice is received by the Seller within 7 (SEVEN) days of delivery.
9. The Seller shall not, under any circumstances, be liable for: -
 - 9.1 any consequential loss suffered by the Purchaser, from whatsoever cause arising; or
 - 9.2 any claim/s brought by the Purchaser in consequence of any delays, shortages in delivery, defect in installation or failure of the goods to comply with the Purchaser's specifications; or
 - 9.3 any damages suffered by the Purchaser, whether through accident, negligence, recklessness, third party fraud or any other cause/s. (including without limitation alleged defective installation).
10. The parties hereto consent and agree that any dispute or claim arising out of this Agreement or any other agreement between them shall, at the sole election of the Seller, be finally resolved in the Magistrate's Court, notwithstanding the amount, or in a High Court of South Africa.
11. The Purchaser agrees to pay, on demand, all legal costs incurred by the Seller, calculated on the attorney and own client scale.
12. Credit limits and payment terms shall at all times be at the sole discretion of the Seller who may alter or withdraw same at any time.
13. This agreement constitutes the entire agreement between the parties and the Purchaser agrees that no amendments or variation hereto shall be binding upon the Seller unless reduced to writing and signed by the Seller. Furthermore, no extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall be deemed to be a waiver by the Seller of any of its rights or a novation of any of the terms and conditions of the Agreement.
14. Where the Purchaser uses the postal services to effect payment, ownership and risk in and to the cheques posted, vests in the Purchaser until receipt thereof by the Seller.
15. Subject to agreement by the Seller, goods returned will be subject to a handling charge of 20% if returned within 7 days from date of receipt of goods.
16. It is expressly noted that while Seller may provide goods, it is the Purchaser's responsibility to ensure that the product meets the installation requirements, is installed within the guidelines of SANS regulations and meets the requirements of the building control officer.
17. Sale of goods is subject to UltraSystems Care & Maintenance Policy.