

## TERMS AND CONDITIONS OF ANY SALE AGREEMENT(S) CONCLUDED BY YOU WITH ORA THE OUTDOOR BOUTIQUE CC ("ORA")

1. Every order for the supply of goods by ORA to you, whether in writing or orally, will be governed by the provisions of this agreement and you agree to be bound by these terms and conditions with effect from the date of signature of this agreement and in respect of every supply of goods by ORA to you.

### PAYMENT

2. You will pay to ORA 60% of the total invoiced purchase price for the goods upon placing the order for the goods. You will pay to ORA the balance of the total invoiced purchase price for the goods, including the costs of delivery of the goods if applicable, before delivery of the goods to or collection of the goods by you. ORA shall, however, at all times have the right to insist on payment of the total invoiced purchase price for the goods, including the costs of delivery of the goods if applicable, upon your placing of the order for the goods.
3. ORA will not place an order for goods until payment has properly cleared in ORA's bank account. ORA will also not deliver the goods until the balance of the total invoiced purchase price, including the costs of delivery of the goods if applicable, has properly cleared in ORA's bank account.
4. Even after the goods have been delivered to you, the goods shall remain ORA's property until payment in full of the total invoiced purchase price, including the costs of delivery of the goods if applicable, has been made by you. ORA will continue to retain ownership even if the goods are changed or installed by you into your own property.
5. All risk in and to and responsibility for the goods, however, will pass to you upon delivery of the goods and you shall thereafter be fully responsible for the goods.
6. ORA will notify you when the goods are ready to be delivered or collected. If after 30 days of having been so notified you fail to make payment in full of the balance of the total invoiced purchase price for the goods and/or fail to make arrangements for the delivery or collection of the goods, ORA will be entitled to re-sell the goods to cover the balance of the total invoiced purchase price for the goods and any other costs incurred by ORA including but not limited to production and storage expenses. In such event, you shall have no legal remedy at all against ORA for any damages, loss or harm which you might suffer as a result.
7. Any quotation prepared by ORA shall be binding for a period of 48 hours from the date that the quotation is issued. A contract of sale shall only come into being once ORA has confirmed the order in writing to you and once confirmed, cannot be cancelled. Quotations issued by ORA are subject to the availability of the goods ordered and subject to correction of any errors made in good faith.
8. ORA shall be the only party entitled to choose if and when to refund monies and if and when to accept the return of goods already sold and delivered. In the event that ORA agrees to refund any monies paid or if ORA agrees to accept the return of any goods, you will be liable for and will pay a 30% handling charge which will be calculated on the purchase price of those goods and which the parties agree is a reasonable fee to be charged by ORA.
9. Payments made by EFT require a 48 hour period to clear and this might delay delivery time, as orders will only be placed and deliveries will only be arranged once payment has properly cleared.
10. All amounts due by you shall be payable without any deduction or set-off or counterclaim, in cash, free of the costs of transfer in freely available funds. ORA does not accept payment by cheque or physical cash payments in amounts of more than ZAR10 000.00.
11. **If any duties, value added tax or other taxes, customs charges or any other charges levied on the goods are increased or introduced after an order is placed, so as to be more than that which was in place at the time the order was placed, you agree to pay such price increase as affects the agreed purchase price of the goods.**
12. **Should there be a negative currency fluctuation or movement after an order is placed, then the agreed purchase price for the goods will be subject to a proportionate increase and you agree to pay the increased purchase price in full.**
13. **In the event that the goods are retained by SARS or any other authority for any reason at all and ORA is as a result charged storage fees or any other amounts, you agree to reimburse ORA for such storage fees or other amounts which will be payable by you on demand and before delivery of the goods to you.**
14. ORA shall be entitled to suspend any contractual obligation should any amount due by you be overdue for payment. In such event, you shall have no legal remedy at all against ORA for any damages, loss or harm which you might suffer as a result.
15. All payments shall be made to ORA's place of business or in such other manner as ORA may determine, and payment shall not be considered to have been made until actually received by ORA.

### DELIVERY

16. **ORA will use its best efforts to make sure that the goods are delivered on the day and at the time as informed to you in writing. If, however, there is any delay for any reason whatsoever, in delivering the goods, ORA will not be responsible for any damages at all which you may suffer as a result and you shall not be entitled to a refund of any monies paid to ORA. In any event of delay, ORA will be allowed a similar extension of time to deliver to you. Should ORA be unable to deliver the goods for any reason at all, you shall accept delivery as and when ORA is able to deliver.**
17. You will be responsible to pay any and all costs incurred in the delivery of the goods to you, including the costs of air freight if you choose to have the goods delivered by air freight.
18. You will be responsible for securing and clearing the area of your property to or in which the goods are to be delivered and/or installed, before such delivery and/or installation. Neither ORA nor its employees or agents will be responsible for moving or re-arranging any of your furniture or other movable items situated in the area to or in which the goods are to be delivered and/or installed. Goods delivered will be unwrapped on site and all packing and wrapping material will be removed upon your request.
19. **Neither ORA nor its employees or agents shall be held responsible for any items which are damaged, lost, destroyed or stolen at or from your property.**
20. Should you choose to collect the goods from ORA, you must first make arrangements with ORA in writing. ORA will only release the goods to you if the balance of the total invoiced purchase price has been paid in full and has properly cleared in ORA's bank account.
21. ORA will be entitled to verify the identity and authority of the person/s collecting the goods before releasing the goods to such person/s.

### THE GOODS

22. **You shall be responsible for checking that the type and quality of the goods delivered to you is as reasonably contemplated in our agreement and that the goods reasonably conform to the material specifications of your special order. You must also confirm that all material characteristics of the goods delivered to you correspond to that which an ordinary alert consumer would have been entitled to expect based on the description of the goods or on a reasonable examination of a sample of the goods, as the case may be. In particular you**

must also confirm that the goods ordered and delivered to you are suitable for your intended use. If the quality of the goods is not in accordance with the agreement between the parties, then you shall inform ORA within 10 business days of delivery. In all events you shall bear the burden of proving any and all defects in the quality of the goods. Such notification to ORA shall set out, with sufficient detail, the defects in the goods. Despite any defect in the goods, you shall take all reasonable steps to prevent or limit any damage/s consequential [damages which follow as a result of] upon such defect and in particular shall take such steps to prevent incurring any loss as a result of the defect and/or consequential damages suffered by you or any third party.

- 23. Should the goods as ordered be replaced or no longer manufactured, ORA shall have the right to provide different, similar goods at similar prices. In such event, you shall have no legal remedy at all against ORA for any damages, loss or harm which you might suffer as a result.
- 24. Upon placing your order for the goods, you will be required to sign a colour sheet confirming the colour that you have picked for the goods and any accessories that are supplied with the goods. Once a colour has been picked and agreed to by you, neither the colour nor the order can be changed as the goods will thereafter be custom delivered specifically for you.
- 25. Once all amounts due to ORA have been paid in full, ORA will have the choice, but no obligation, to provide you with goods on loan until your purchased goods are ready for delivery. The loaned goods need not be the same, in any way, as the purchased goods and must be returned to ORA before delivery of the purchased goods. Should you damage the loaned goods in any way, you will be invoiced for the full costs of repairing such damage, or replacing the loaned goods if ORA decides they cannot be repaired, which invoice will be payable by you on presentation and before delivery of your purchased goods.

**DISCLAIMERS**

- 26. All information contained in any website, brochure, specification, drawing or catalogue, is subject to change at any time. ORA does not have to first give you notice of such change and ORA will not be bound to comply exactly therewith. ORA shall not be liable for any inaccuracies in websites, brochures, specifications, drawings, catalogues or other information supplied by it, and ORA shall not be liable for any defects, accidents or happenings arising out of such faulty information.
- 27. **You hereby acknowledge that ORA shall not be bound by any warranty or promise which either ORA or the manufacturer of the goods may give in the event that the goods are in any way physically altered, change, tampered or meddled with, partially or entirely disassembled, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, any other goods or property. Furthermore, neither ORA nor the manufacturer will be bound by any such warranty or promise in the event that you use or store the goods in a manner which is not exactly in accordance with the instructions provided by the manufacturer, which instructions will be given to you in writing.**
- 28. **You expressly agree that under no circumstances at all shall ORA, its employees or agents be responsible to you or any third party for any special, indirect, consequential [damages which follow as a result of], incidental [minor or secondary] or exemplary damages [damages intended to reform or deter a party from engaging in conduct similar to that which formed the basis of the lawsuit] or loss of future business or goodwill [value of an entity over and above the value of its assets], however it may arise, whether in contract or delict [this is a purposeful or negligent (careless) act which gives rise to a legal obligation between parties even though there has been no contract between them] or as a result of the failure by ORA to comply with any of its obligations in terms of this agreement or otherwise.**
- 29. Advice, recommendations or opinions by ORA or representatives of ORA, are given and expressed in good faith and shall not be representations of any description, and shall not give rise to any claim against ORA or such representatives.

**GENERAL**

- 30. If any term of this agreement is held to be unenforceable or invalid by any court of law, such term shall be severable from this agreement and shall not affect the other terms and conditions of this agreement which shall remain in full force and effect.
- 31. You will pay default administration and collection costs arising from your failure to comply with any of the terms and conditions of this agreement and for legal costs on the attorney and client scale [all the costs the attorney is entitled to recover against his own client] and collection commission on all payments made by you.
- 32. Any indulgence shown to you shall not constitute a waiver or novation [this is the act of replacing an obligation to perform with a new obligation] of ORA's rights. In particular, no waiver made by ORA shall be valid unless in writing and any such waiver shall be interpreted strictly as relating only to the matter in respect of which it has been made and no indulgence by ORA shall operate as an estoppel [a legal principle that bars a party from denying or alleging a certain fact owing to that party's previous conduct, allegation or denial or as a basis for denying ORA relief] against it in respect of any of its rights in terms of this agreement, nor shall it stop ORA from thereafter exercising its rights strictly in accordance with this agreement.
- 33. These terms and conditions shall not be varied or changed save and except to the extent that they are varied or changed in writing by ORA. No act or omission [failure to act] by ORA, its associated companies, directors, agents, employees, managers, representatives and contractors shall be interpreted as a variation or waiver of any of these conditions, save and except for an amendment or variation of these conditions in writing. These terms and conditions and every contract in which they are incorporated, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 34. These conditions are the whole agreement between the parties and any other terms, whether express, implied or not specifically written down, are excluded.

**Signed by you, hereby acknowledging and agreeing that you have read and understood all of the terms and conditions of this agreement.**

Signature: ..... For and on behalf of the Purchaser	Full / Registered Name/s: Identity / Registration Number: Designation: Address: Date:
Signature: ..... For and on behalf of ORA	Full Names: Designation: Date: