

**TERMS AND CONDITIONS OF AGREEMENT OF SALE
DEED OF SURETYSHIP AND CESSION**

IT IS AGREED THAT:

1. The party/ies who have appended their signature/s hereto on behalf of the Client hereby bind himself/themselves as surety/ies and co-principle debtor/s in solidum unto and in favour of Somerset Blinds in respect of all the obligations of the client, whether past, present or future, and furthermore hereby agree and undertake to be bound by the terms and conditions of this agreement mutatis mutandis, under renunciation of the benefits of exclusion, division and cession of action.
2. The Client hereby irrevocably and in rem suam cedes, pledges, assigns, transfers and makes over unto and in favour of Somerset Blinds, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and however arising which the Client may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("Client's debtors") without exception as continuing covering security for the due payment of every sum of money which may now or of any time hereafter be or become owing by the Purchaser to Somerset Blinds from whatsoever cause or causes arising and for the due performance of every other obligation howsoever arising which the Client may be or become bound to perform in favour of Somerset Blinds, it being acknowledged that this cession is a cession in securitatum debiti and is not-and-out cession. Should it transpire that the Client entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all Somerset Blinds reversionary rights.
3. Goods are purpose made and cannot be cancelled or returned once ordered.
4. Any quotation by Somerset Blinds is open for acceptance for a period of 30 (thirty) days from the date appearing on the quotation, unless revoked earlier in terms of written notice to the Client or otherwise agreed to in writing between Somerset Blinds and Client.
5. A 50% deposit is required on all orders.
6. The price reflected on Somerset Blinds' invoice shall be paid by the Client without any deduction and on date of delivery of the goods, without any set-offs or deductions.
7. Somerset Blinds is entitled to charge interest at a rate of 2% per month on all outstanding accounts.
8. The risk in and to the goods purchased shall pass to the Client on delivery thereof. Notwithstanding delivery of the goods, ownership shall remain vested in Somerset Blinds and shall not pass to the Client until payment of the purchase price has been made in full.
9. Somerset Blinds shall not, under any circumstances, be liable for any defects, damages, directly and/or indirectly, shortages in delivery or failure of the goods to comply with the Client's specifications, unless written notice is received by Somerset Blinds from the Client in respect of delays in delivery, and/or defective goods within 7 days of receipt.
10. In the event of the Client committing any breach of the terms of this agreement, all of which are deemed to be material, and/or failing to make payment of any amount on due date, Somerset Blinds at its option and without prejudice to any rights in law, shall be entitled to:
 - 10.1 Retake possession of the goods sold and delivered to the Client, in respect of which ownership has not passed; and
 - 10.2 Demand that the Client immediately make payment to Somerset Blinds of all amounts in respect of all goods sold and delivered by Somerset Blinds to the Client notwithstanding that payment in respect of any such goods might not then be due and payable.
11. Somerset Blinds shall be entitled to institute any proceedings against the Client arising out of any sale in the Magistrate's Court having jurisdiction. The Client agrees to be liable to Somerset Blinds for all legal costs calculated on the Attorney and Own Client scale plus collection commission.
12. The Client and signatory/ies hereto nominate the address as recorded above as their *domicilium citandi et executandi*.
13. In the event of an order being given to Somerset Blinds on the Client's official order form, the Client shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Client.
14. The Client shall not be entitled to set-off any amounts, which may be owing to the Client by Somerset Blinds, against any amount owing by the Client to Somerset Blinds.
 - 14.1 Somerset Blinds shall, however, enjoy such right of set-off.
15. No extension of time or any other relaxation or indulgence granted by Somerset Blinds to the Client shall operate as, or be deemed to be a waiver by Somerset Blinds of any of its rights under this agreement or a novation of any of the terms and conditions of this agreement.
16. A signed Delivery Note shall constitute prima facie proof that the goods have been delivered to and received by the Client in good condition, whether signed by the Client, an employee, an agent or representative of the Client.
17. Should the Client have previously entered into either oral and/or written agreement/s with Somerset Blinds, the Client agrees that this Agreement shall not constitute a novation thereof.
18. In the event of any dispute arising between the parties as to the true content and meaning of this agreement or the implementation thereof, such dispute shall be determined by an arbitrator who shall be an advocate of at least five years standing agreed upon by the parties and failing agreement appointed by the President from the time being of the Cape Bar Council. The decision of such arbitrator shall be final and binding on the parties and the award(s) interim or final of such arbitration may be made an order of any competent Court in South Africa on the application of any party.
19. The Client warrants that the information above is true and correct and undertake to notify Somerset Blinds in writing, of any change or details given including change of ownership, name or address. Such change shall in no way derogate from my/our liability to Somerset Blinds.

