

Nordiq Kitchens (Pty) Ltd

Registration Number: 2018/446729/07

Terms and Conditions of Sale Agreement

PRE-AMBLE (Definitions)

- a. Any reference to the words “Nordiq Kitchens” shall mean Nordiq Kitchens (Pty) Ltd.
- b. Any reference to the word “Client” shall mean the person signing the terms and conditions of this agreement.

1. DESIGN & MEASUREMENTS

1.1 The Client’s acceptance of any and all estimates, confirms that the design and specifications has been in accordance with the clients request and approval.

1.2 The Client confirms that the plan and design was reviewed in detail with Nordiq Kitchens and has received Nordiq Kitchens Detailed Design and Kitchen Map indicating the same where applicable.

1.3 Signed approval from the Client of the design perspectives and plans will be required to commence any orders.

1.4 Nordiq Kitchens reserves the right to amend any quotation based on final measurement.

Nordiq Kitchens will under no circumstances be liable for any measurements not taken by itself and not specified on the design layout plan.

2. MATERIAL & FINISHES

2.1 All material and finishes have been discussed with the Client and the Client is in possession of this detail on the estimate, design and Kitchen Map where applicable.

2.2 The Client acknowledges that Nordiq Kitchens will not accept changes to orders once estimates have been accepted and production has commenced.

2.3 The Client acknowledges that products ordered in terms of this agreement are “special order goods” as set out in sections 17 and 20 of the Consumer Protection Act No. 68 of 2008 (“CPA”).

2.4 Any steel, aluminium, copper, semi-solid wood materials, wood or in fact any materials may differ slightly from samples seen in the showroom and from suppliers / manufacturers and may also at any given time differ slightly from one batch to another. Care will however be taken to ensure any differences are minimised as far as possible.

2.5 It is the Client’s responsibility to ensure the detailed estimate, design and kitchen map (where applicable) includes all extra accessories required. Should anything be required afterwards, an additional quotation will be issued. The additional quotation will constitute a separate agreement. Exclusions are noted both on the Estimate and this agreement.

3. INSTALLATIONS

3.1 Nordiq Kitchens will be the installer and where other specialist partners to Nordiq Kitchens are required, Nordiq Kitchens will oversee and manage these to ensure the highest possible standards are achieved.

3.2 It is the Client's responsibility to ensure that the installation site is ready for installation as agreed with Nordiq Kitchens. If for any reason the site is not to standard, Nordiq Kitchens reserves the right to stop installation until such time as the same is rectified by the client. Nordiq Kitchens reserves the right to charge the Client within reason if any defects as a result of site problems cause changes or major delays to the installation and / or design. Nordiq Kitchens reserves the right to offer a new installation date if any of the above occurs.

3.3 Nordiq Kitchens will not be held liable for any costs or delays or extended installation dates caused by other contractors such as tilers, plumbers, builders, electricians or the delivery and / or installation due to Act of God, Inclement weather, Force Majeure, Breakdown of Machinery, Strikes, Labour Disputes, War, Riot, Civil Commotion, Delays in Manufacturer's, Suppliers or Transportation Carriers, Accidents, Regulations or Orders of any Government, or to any other causes whatsoever beyond the control of Nordiq Kitchens;

Nordiq Kitchens will not in any way be responsible for any consequential loss that may result from failure, fault or lateness in delivery or performance or from any defective design, workmanship or material or from negligence, industrial dispute, accident, breakdown or any other causes whatsoever beyond the control of Nordiq Kitchens.

3.4 In the event that Nordiq Kitchens is not able to commence or continue with an installation due to a power failure for any reason whatsoever, the cost of hiring a generator will be for the Client's account.

3.5 Lead times for the delivery of materials and installation are estimated prior to the installation commencing. Installation time is dependent on many factors which could cause some delays, Nordiq Kitchens will however always do its best to achieve time schedules. Installation dates will be planned and confirmed once the Client has accepted the order in writing and the requisite payments as per payment terms reflect in Nordiq Kitchens Bank account.

3.6 The Client will not have the right to impose penalties of any sort against Nordiq Kitchens as a result of any delays that may occur.

3.7 Supply and installation of Granite, reconstituted Granite Products, Stone Composites, and Glass Products is sub-contracted to a third-party supplier under Nordiq Kitchens supervision. These products need to be measured onsite once carcasses are installed. All terms and conditions run back to back with these partners and will apply.

3.8 Any items provided directly by the Client example stoves, hobs, ovens, fridges, taps, sinks must be on site timeously during the installation period.

3.9 The Client has 7 (seven days) days after completion of installation to report any defects or errors, whereupon Nordiq Kitchens will rectify these if proven to have been caused by Nordiq Kitchens' workmanship or faulty products. Any late submissions of these problems will not be accepted.

4. PAYMENT TERMS

4.1 The Client agrees to and accepts the following payment terms:

4.1.1 70% payment of total sale value on acceptance of estimate;

4.1.2 20% payment of total sale value before installation commences. Products and Material will not be released for installation without payment appearing and confirmed in Nordiq Kitchens' bank account, failing which the installation will be postponed;

4.1.3 10% final payment (including any additional charges that may arise in terms of this agreement) to be paid upon completion of installation. Interest at the rate of 1.5% per month will be charged for any overdue amounts;

4.1.4 By paying the deposit the Client acknowledges that s/he has read and accepts the terms and conditions of this agreement;

4.2 Collection costs will be charged by Nordiq Kitchens in the event of having to enforce the terms and conditions of this Agreement. The collection costs are determined by various laws, including:

4.2.1 The Supreme Court Act 1959;

4.2.2 The Magistrate's Court Act 1944;

4.2.3 The Attorneys' Act 1979; or

4.2.4 The Debt Collectors' Act 1998, whichever may be applicable.

4.3 In the event that the Client needs to postpone the initial installation date for a period of 30 days or longer, for whatever reason, the Client agrees to pay all material, excluding products that can only be ordered once the cupboards are installed, in full. Products that can only be ordered once the cupboards are installed and installation costs will be re-quoted at the time of installation. The new quotation, if applicable, will be subject to the same terms and conditions as this agreement. Nordiq Kitchens reserves the right to charge storage fees pro rata to the space that is occupied by the products;

4.4 No deviation from the payment terms will be accommodated;

4.5 All deposits and payments are non-refundable;

4.6 This agreement is subject to the Client paying all amounts reflected in this agreement;

4.7 Any discounts granted on the project value will be deducted from the final payment outstanding on the project;

4.8 The Client will forfeit any and all discounts initially allowed and agreed to should the Client not meet any of the payment requirements as stipulated in this paragraph 4;

4.9 The Client shall pay all amounts due in terms of this agreement and in accordance with this paragraph 4 without deducting anything from the amounts payable for any reason whatsoever;

4.10 The Client will be seen to have breached this agreement if the Client:

4.10.1 does not pay on time any money that is due in terms of this agreement;

4.10.2 is provisionally or finally sequestrated, liquidated or placed under judicial management;

4.10.3 has a court judgement which he does not pay within seven (7) days;

4.11 The Client waives the following legal benefits as reasons for non-payment: no cause of debt, no value received, revision of accounts and technical understanding of bill of quantities and specification of material quoted. The waiver of these benefits does not prevent the Client from using

them as a defence, but it means that the Client and not Nordiq Kitchens will have the duty to prove these defences.

5. OTHER WORK

5.1 It is the Client's responsibility to ensure that water pipes, plumbing points, electrical cables and electrical points are well pointed out during the measurement and on the day of installation;

5.2 Nordiq Kitchens and any of its staff or sub-contractors will not be held responsible for any damage caused by drilling into water supply piping and/or electrical circuit/wiring that are inside the walls during the installation process.

6. The Client will remove any valuables, furniture or vulnerable equipment from the work areas to avoid damage or loss.

7. WARRANTY

7.1 All workmanship supplied by Nordiq Kitchens is guaranteed against defect for 2 years effective from date of commencement of installation subject to the following:

Any water damage or misuse; including overloading of units;

7.2 All material and components supplied to Nordiq Kitchens are excluded from the Nordiq Kitchens Warranty as they are warranted by the Supplier;

7.3 Grass and Blum components (hinges, runners, meta-box drawer systems) carry a lifetime guarantee.

8. OWNERSHIP

8.1 All risks in the products forming the subject matter in this agreement transfer to the Client on collection / delivery on site;

8.2 Notwithstanding delivery to a Client, Nordiq Kitchens remains the owner of the products until all monies have been paid in full;

8.3 The Client agrees that the products remain movable and removable and do not accede to the property and agrees that Nordiq Kitchens may at any time remove any and all products should the Client be in breach of paragraph 4 of this agreement.

9. CONSENT TO CREDIT VERIFICATION

The Client consents to Nordiq Kitchens carrying out any credit references if and when deemed necessary.

10. GENERAL

10.1 Nordiq Kitchens may, in their sole discretion, suspend deliveries or cancel this agreement in whole or in part, if:

10.1.1 The Client commits a breach of any of the terms or conditions of this agreement; or

10.1.2 The Client, being an individual, dies or is provisionally or finally sequestrated or surrenders his estate; or

10.1.3 The Client being a Company or a Close Corporation or a Trust is placed under provisional or final liquidation; or

10.1.4 The Client attempts to compromise generally with his/her creditors; or

10.1.5 The Client limits or fails to provide reasonable access to the installation site; or

10.1.6 Nordiq Kitchens is prevented in whole or in part from performing its obligations under this agreement;

10.2 Should the Client breach this agreement Nordiq Kitchens will be entitled in their sole discretion to institute legal action against the Client in the Magistrate's Court with jurisdiction and the Client hereby consents to the jurisdiction of the Magistrates Court in terms of Section 45 of Act 32 of 1944 as amended;

10.3 In the event of legal action being instituted by Nordiq Kitchens against the Client then the Client shall be liable to pay the legal costs incurred by Nordiq Kitchens on the scale as between attorney and client,, collection commission, tracing costs and all other ancillary charges of expenses relation to such action as provided for in the Magistrates' Court Act 1944, the Debt Collectors' Act 1998, Attorneys' Act 1979 and other laws that regulate collection of costs, whichever is applicable to the enforcement of this agreement;

10.4 A certificate issued under the hand of a manager or director of Nordiq Kitchens, whose appointment and authority it will not be necessary to prove, will be on the face of it (prima facie) evidence of the amount due by the Client to Nordiq Kitchens and the interest rate applicable to any amount owing by the Client;

10.5 This agreement together with the annexures annexed hereto constitutes the whole agreement between Nordiq Kitchens and the Client and no agreements, representations, additions, warranties, undertakings shall be of any force or effect unless it is reduced to writing and signed by Nordiq Kitchens and the Client. No indulgence whatsoever of any nature whatsoever extended by Nordiq Kitchens to the Client will constitute a waiver or a novation by Nordiq Kitchens of any of its rights under this agreement;

10.6 Nordiq Kitchens are entitled, without notice to the Client, to cede any of its rights or obligations in terms of this agreement to any third party;

10.7 Any advice given by Nordiq Kitchens will not be expert advice and they will not be liable in respect thereof.

11. DATA PROTECTION

11.1. In performing their obligations under the service agreement, Nordiq Kitchens shall:

11.1.1. comply with the provisions of the prevailing privacy and data protection legislation governing the collection, use and processing of Personal Information as defined in the relevant legislation;

11.1.2. not disclose or otherwise make available the Personal Information to any third party other than authorized staff or suppliers who require access to such Personal Information strictly in order for Nordiq Kitchens to carry out its obligations pursuant to this agreement, and to ensure that such staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information;

11.1.3. take appropriate, reasonable technical and organizational measures to ensure that the integrity and confidentiality of the

Personal Information in its possession or under its control is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access or processing;

11.2. By accepting this agreement, the Client hereby consents that Nordiq Kitchens may, to the extent permitted by law, receive or disclose the Client's personal Information from or to:

11.2.1. any law enforcement agencies that require the information for the prevention or investigation of criminal activities;

11.2.2. any of the Nordiq Kitchen's shareholders, affiliated entities, suppliers, agents, professional advisors for marketing and/or statistical purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008;

11.2.3. any of Nordiq Kitchen's shareholders, affiliated entities, suppliers, agents, professional advisors for reporting, accounting, product supply and service and/or auditing purposes;

11.3. The Client hereby indemnifies and holds harmless Nordiq Kitchens, its affiliates, their respective staff, successors, cessionary and assigns, from any and all losses, costs, expenses and damage, including consequential losses and damage as well as penalties and fines arising from Nordiq Kitchen's non-compliance with the provisions of this clause including any relevant data protection legislation.

12. CLIENT DETAILS

Full Names and Surname / Legal Company Name and Trading Name: _____

ID Number / Company Registration number: _____

13. THE PARTIES' CHOSEN ADDRESS FOR THE PURPOSE OF SERVING AND EXECUTING LEGAL DOCUMENTS (DOMICILIA CITANDI ET EXECUTANDI)

13.1 The parties choose as their address for the purpose of serving documents that institute legal proceedings and the execution thereof for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

13.1.1 Nordiq Kitchens (Pty) Ltd

Address: _____

Telephone: _____

Email: _____

14.1 The Client & Surety in his/her capacity as surety

Physical Address: _____

Telephone: _____

Fax: _____

E-mail: _____

14.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and signed, sent /received via correct email or delivered by hand;

14.3 Either party may by notice to the other party change the physical address chosen as its chosen address for the purpose of serving documents that institute legal proceedings and the execution thereof to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party;

14.4 Any notice to a party:

14.4.1 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its chosen address for the purpose of serving documents that institute legal proceedings and the execution thereof shall be deemed to have been received on the day of delivery; or

14.4.2 sent via email or hand delivered, as stipulated in this clause 15, shall be deemed to have been received on the date of despatch (unless the contrary is proved)

14.5 Notwithstanding anything to the contrary herein contained a written notice or communication received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for the purpose of serving documents that institute legal proceedings and the execution thereof.

15. ACKNOWLEDGEMENT

Nordiq Kitchens states that this agreement is compliant with the provisions of the CPA. If any clause in this agreement is found to contravene the CPA, then such clause shall be severed from the agreement and it will not render the whole agreement to be invalid.

SIGNED AT

ON THIS THE _____ DAY OF _____ 20_____

CLIENT'S SIGNATURE _____

Print Name: _____

Who signs this document on behalf of the Client and is duly authorised to sign.

Print Name: _____

Who signs this document in his/her capacity as surety and co-principal debtor and confirms having read all the contents above.

CONSULTANT

Print Name: _____

Who signs this document on behalf of:

Nordiq Kitchens (Pty) Ltd and is duly authorised to sign.