

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

orders@capepreciousmetals.co.za
Vat No: 4350252799

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "CPM" means Cape Precious Metals (Pty) Ltd, with registration number 2009/000144/07.
- 1.2. "Client" means the person with whom CPM contracts for the sale of Precious Metal Products, Associated Jewellery Products and any Services.
- 1.3. "Product(s)" means all items sold as per the itemised invoice(s).
- 1.4. "Service(s)" means all services rendered by the client and duly displayed as per the itemised invoice(s).

2. APPLICABILITY

- 2.1. These Standard Terms and Conditions expressly exclude and supersede any other Terms and Conditions of sale, purchase, order or the like.

3. ACCOUNT FACILITIES

- 3.1. The Client understands that the decision to grant an account facility is at the sole discretion of CPM.
- 3.2. CPM reserves the right to suspend the Client's account at any time by giving written notice to the client at least 10(TEN) business days prior to suspending the account. In such circumstances the provisions of the Standard Terms and Conditions will still apply to those amount(s) that are owed by the Client under the account prior to the date CPM suspends the account. After such suspension on the account has commenced any product(s) bought by the Client or service(s) delivered to the Client will strictly be conducted on a cash on delivery basis.
- 3.3. CPM reserves the right, by written notice to the Client to reduce account limits granted to the Client, which reduction will take effect on delivery of a written notice to the Client.
- 3.4. CPM will increase the account limit with the written consent of the Client, provided that CPM is satisfied that the Client will be able to maintain its obligations under the agreement.

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07

orders@capepreciousmetals.co.za
Vat No: 4350252799

- 3.5. The account limit granted by CPM to the Client shall not be deemed to be a limit of the Client's indebtedness to CPM.

4. ORDERS

- 4.1. Orders placed by the Client will not be binding until accepted in writing by CPM or delivered to the Client accompanied by a delivery note/waybill and signed by both parties.
- 4.2. Every order placed will be a separate and distinct order subject to these Standard Terms and Conditions.
- 4.3. Verbal orders shall be accepted by CPM. However, CPM will not be responsible for any errors or misunderstandings occasioned by the Client's failure to make orders correctly and in writing.

5. DELIVERY OF PRODUCT(S) AND SERVICE(S)

- 5.1. CPM will use its reasonable commercial endeavours to timeously affect the delivery of Product(s) ordered by the Client or Service(s) rendered to the Client and on the date(s) agreed between the parties. Please note that even though a time(s) and date(s) for delivery is agreed between the parties, such time(s) and date(s) will not be binding on CPM. CPM will strive to timeously deliver the product(s) / service(s) rendered, unless anything prohibits CPM from making the delivery. In such instances the parties will make alternative arrangements for delivery.
- 5.2. Delivery will be made at the address nominated by the Client, agreed by CPM and in compliance with the Precious Metals Act 37 of 2005.
- 5.3. Signature by the Client or by any representative of the Client on CPM delivery note/waybill, shall be regarded as acceptance by the Client that the Product(s) reflected on such delivery note/waybill have been properly and completely delivered. In the instance of Service(s) delivered an invoice will be issued to the Client.
- 5.4. The Client warrants that the signatory to any tax invoices, delivery note/waybill or other documentation of CPM made out in the name of the Client duly authorized to bind the Client

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07

orders@capepreciousmetals.co.za
Vat No: 4350252799

in relation to the transaction and shall also constitute *prima facie* proof of the proper delivery of the Product(s) or Service(s).

- 5.5. If the Client disputes that the signature appearing on any tax invoice, delivery note/waybill or any other document of CPM in support of proof of delivery, the onus will be on the Client to prove that the Client has not signed the document and that the delivery did not take place.
- 5.6. The Client acknowledges that should the correct Product(s) be supplied and delivered, and should these Product(s) be returned at the Client's request, then such Product(s) will be subject to a handling charge, which shall immediately become due and payable by the Client.
- 5.7. Ownership in and to the Product(s) will pass to the Client upon receipt of payment by CPM for the full purchase price.
- 5.8. CPM shall not be liable for any failure or delay in performing any of its obligations where such failure delay in a result of *force majeure*, which shall be deemed to include any event beyond the control of CPM.

6. PRICE AND PAYMENT

- 6.1. The price agreed when the order is taken and signed for on the delivery note/waybill will be the price due and payable.
- 6.2. The Client agrees that the amount reflected on the tax invoice issued by CPM shall be due and payable (a) cash on order; or (b) if the Client has been approved for an account according to clause 3.
- 6.3. Until such time as the Client has paid the purchase price in full in respect of the Product(s) purchased or Service(s) rendered, the ownership in and to all such Product(s) shall remain vested in CPM. CPM shall in its sole discretion, without notice to the Client, be entitled to take possession and retain any Product(s) which have not been paid for and in respect of which payment is overdue.
- 6.4. CPM shall be entitled to bill the Client by e-mail (electronic data message).
- 6.5. The preferred method of payment shall be done by E.F.T.
- 6.6. The Client carries all risk associated with or arising from any method elected to effect payment, the onus vest on the Client to verify CPM banking details.

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07

orders@capepreciousmetals.co.za
Vat No: 4350252799

- 6.7. The Client shall not be entitled, for any cause whatsoever, to withhold, deduct from or defer any amount due to CPM and shall pay all amounts free of exchange and set off.
- 6.8. CPM may allocate all payments made by the Client to such invoices or accounts, cost, interests, capital or any other items and amounts outstanding by the Client to CPM as it may in its sole and absolute discretion decide.

7. WARRANTY

- 7.1. The Product(s) shall be regarded as having been sold "voetstoets" without warranty against latent defects therein.
- 7.2. No liability whatsoever shall arise furthermore on the part of CPM for any representation or warranty made or alleged to have been made at any time in respect of the Product(s) sold or Service(s) delivered by CPM to the Client.
- 7.3. Notwithstanding anything herein contained CPM shall on no account be liable for any special, consequential or indirect damages, nor shall CPM be liable for any person for any loss and /or damages whether to person or property however arising, unless such loss or damages is directly caused by the negligence or wilful conduct of CPM. Any liability of CPM for direct loss or damages will not exceed in the aggregated of damages, costs, fees and expenses capable of being awarded to the Client, the amount paid or due to be paid by the Client for the Product(s) or Service(s) delivered.
- 7.4. On signature of the delivery note/waybill the Product(s) delivered will be deemed to be correct and of the correct quality.

8. INDEMNITY

- 8.1. The Client hereby indemnifies CPM against all and any claims of whatsoever nature which may be made by any person against CPM for any loss or damages (including special, indirect and consequential damages) of any nature arising out of Product(s) supplied and Service(s) delivered by CPM.

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07

orders@capepreciousmetals.co.za
Vat No: 4350252799

- 8.2. The aforesaid indemnity includes any legal cost which may be incurred by CPM in defending and /or opposing any such claim, calculated on the scale as between attorney and own client.

9. BREACH

- 9.1 Should the Client commit any breach of these terms and conditions or any breach of any other agreements entered into with CPM, or failed to make payment of any amount that may be due or owing to CPM on the due date for payment thereof (whether in terms of these Standard Terms and Conditions or in respect of any agreement between parties), or pass a resolution for its winding up or be placed under any order or sequestration or liquidation or judicial management (whether provisional or final), or compromise with its creditor's or any class of them or attempt to do so, or suffer the judgment against it and allow same to remain unsatisfied for a period of 7 (seven) days or cease to carry on business, then CPM shall be entitled, at its sole discretion and without prejudice to any rights that it has in terms of these Standard Terms and Conditions or in law, forthwith to:

- 9.1.1. cancel these Standard Terms and Conditions, if applicable, withdraw any account facility granted to the Client; and / or
- 9.1.2. repossess and remove any Product(s) supplied to the Client; and / or
- 9.1.3. retain all amounts paid by the Client which amounts shall be forfeited by the Client as a genuine pre-estimate of damages; and / or
- 9.1.4. claim payment of all amounts owing by the Client to CPM, which shall all become immediately due and payable and recoverable; and / or
- 9.1.5. claim specific performance under these Standard Terms and Conditions or payments of any damages that CPM has suffered.

10. GENERAL

- 10.1. Unless the context otherwise requires, the words importing the singular shall include the plural and *vice versa*, a natural person shall include an artificial person and *vice versa* and the one gender shall include the other gender and *vice versa*.

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07

orders@capepreciousmetals.co.za
Vat No: 4350252799

- 10.2. The Client chooses as its legal address (*domicillium citandi et executandi*) the physical address selected by the Client for the delivery of the Product(s) as indicated in the application for account form and in compliance with the Precious Metals Act 37 of 2005.
- 10.3. In addition, the legal address will be indicated on the delivery note/waybill.
- 10.4. In addition to the aforesaid the Client also chooses the aforesaid address as the address where it will receive any notice(s), including but not limited to legal documents.
- 10.5. Any notice shall be deemed to have been received by the Client within 3 (three) business days of it having been sent by prepaid registered mail to the Client's business or postal address; or on the business day following the date of it having been faxed to any of the Client fax numbers, or, in the event of it having been delivered by hand to the Client, on the day of delivery.
- 10.6. The Client will notify CPM in writing and within 3 (three) business days of any change of address or any other details that might affect this agreement.
- 10.7. These terms and conditions, read together with any agreement signed by the parties, constitute the whole of the agreement between the parties relating to the matters dealt with herein. No undertaking representation, term, condition or any variation or addition relating to the subject matter hereof not incorporated herein or reduced to in writing and signed by the parties shall be binding.
- 10.8. Failure to delay in the part of CPM in exercising any of its rights, power or privilege here under will not constitute or be deemed to be a waiver or novation thereof, nor will a single or any partial exercise of any right, power or privilege precluded any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10.9. The Client shall not be entitled to cede, assign or transfer any part, share or interest of its agreement with CPM without the prior written consent of CPM. CPM shall be entitled to cede, assign and transfer its right and obligations under its agreement with the Client, in which event these Standard Terms and Conditions will govern the Product(s) sold to the client by the cessionary. The agreement shall be binding on the successors in title and permitted assigns of the parties.
- 10.10. CPM shall be entitled to claim any cost incurred by enforcing its right(s) against the Client on attorney and own client scale, including cost of counsel on brief (whether or not legal

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07

orders@capepreciousmetals.co.za
Vat No: 4350252799

proceedings are instituted), tracing agents fees, collection commission and all costs incidental thereto.

- 10.11. In terms of Section 45 of the Magistrate's Court Act 32 of 1944 (as amended), the Client hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Client by CPM in terms of the agreement. It shall nevertheless be entirely within the discretion of CPM as to whether to proceed against the Client in the Magistrate's Court or any other Court having jurisdiction.
- 10.12. The Client undertakes to inform CPM within 7 (seven) days in writing of any changes of ownership of the business, directors, members, shareholders, owner or partner (as the case may be), and of any changes of its addresses at least 14 (fourteen) days prior to same occurring.
- 10.13. The Client agrees that immediately upon any change of ownership in the Client's business any outstanding amount whether due or not shall be deemed to be forthwith payable by the Client.
- 10.14. In the event of any term or provision of the agreement between CPM and the Client is held to be invalid, void, illegal or unenforceable in any respect, that shall not affect any other term or provision hereof, and the agreement shall be interpreted and constructed as if such term or provision had never been contained herein.
- 10.15. The agreement between CPM and the Client shall be governed by the laws of the Republic of South Africa

INITIAL: _____

CAPE TOWN
Tel: 021 551 2066
Fax: 021 552 7792

JOHANNESBURG
Tel: 011 334 6263
Fax: 011 334 6947

www.capepreciousmetals.co.za
Reg. No. 2009/000145/07



PORT ELIZABETH
Tel: 041 365 1890
Fax: 041 365 1901

DURBAN
Tel: 031 303 5402
Fax: 031 303 5403

orders@capepreciousmetals.co.za
Vat No: 4350252799

SIGNED AT _____ ON THIS _____ DAY OF _____ 202__.

Signed: _____

Name: _____

Designation: _____

(Duly authorised representative of the Client)

Witnesses:

1. _____

2. _____