



1. Alterations and Variations

This agreement constitutes the whole Agreement between the parties and no extension of time, waiver or relaxation of any of the provisions or terms of this agreement shall be binding unless recorded in writing and signed by an authorized representative of Inzame Investments CC t/a Palman Foods.

2. Quotation and price

- A contract will come into force once Inzame Investments CC t/a Palman Foods accepts the Customer's Credit Application, or if Inzame Investments CC t/a Palman Foods supplies, or tenders to supply, goods to the Customer.
- The Purchase Price will be the current price as appears on Inzame Investments CC t/a Palman Foods price list which will be supplied to the customer on regular intervals or on request.
- Due to the Nature of Our Business Pricing Changes happen on a regular basis and Prices are therefore changed as and when effected by our suppliers. We cannot hold pricing for customers for extended periods of time due to this.

3. Payment Terms

The Purchase Price shall be payable by the customer to Inzame Investments CC t/a Palman Foods, as per the Terms issued and agreed upon by Inzame Investments CC t/a Palman Foods

4. Delivery

Whilst delivery times are given in good faith and Inzame Investments CC t/a Palman Foods will use every endeavour to comply therewith, no responsibility will be accepted for any loss or damage incurred by the Customer on account of any delay in delivery arising out of any circumstances beyond Inzame Investments CC t/a Palman Foods control, which circumstances will include, but in no way be limited to:

- any delay in the supply of goods to or by Inzame Investments CC t/a Palman Foods Which cannot be directly or indirectly attributed to them;

5. Ownership

Ownership of goods shall not pass to the customer until the full purchase price (including VAT and interest if applicable) in respect of the goods in question has been paid in full.

6. Breach

If the Customer breaches any of the terms and conditions hereof or commits any act of insolvency or endeavours to compromise generally with its creditors, or allows any judgement against it to remain unsatisfied for seven days or is placed under provisional or final liquidation or judicial management or its estate is voluntarily surrendered, Inzame Investments CC t/a Palman Foods, shall have the right without prejudice to any of its other rights to give the client notice to rectify such breach; act of insolvency, etc. within twenty (20) working days, and if not so rectified within such notice period elect to:

- Treat as immediately due and payable all outstanding amounts currently due and payable;
- Lodge a listing with the ITC for the afore mentioned debit
- Cancel the agreement and apply for an order at the appropriate court claiming all outstanding amounts as well as all legal fees on an Attorney Client Basis;

INZAME INVESTMENTS CC T/A PALMAN FOODS

Unit 1
Security Park
Hunt Close
Kilarny Gardens

Tel: 021 556 7409
Fax: 086 633 1232
CK no:2007/157763/23
VAT no:4020245645

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7. Costs

The customer shall be liable for all costs by Inzame Investments CC t/a Palman Foods in recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and client scale and costs of counsel as on brief incurred during the institution of legal proceedings if judgement has been granted, in connection with the satisfaction or enforcement of such judgement by an appropriate court. This is subject to the jurisdiction of the relevant court or tribunal where the case will be adjudicated whom in their final discretion will determine the amount of costs for which the Customer will be held liable.

8. Jurisdiction

The Customer hereby consents to the Jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of proceedings arising from this agreement, even if the amount in issue would otherwise exceed the Jurisdiction of this court.

9. Interest

Interest will be charged at the maximum applicable rate as prescribed in terms of the National Credit Act (as amended) which is currently 2% per month on the outstanding amount from date that it has become due or any re-enactment or replacement thereof (NCA) and disclosed in your statement. Such interest is payable on demand.

10. Limited Liability

- Subject to the Terms of this Agreement, Inzame Investments CC t/a Palman Foods shall bear no liability for any loss or damage, unless such damage or loss has regard to any circumstances Inzame Investments CC t/a Palman Foods reasonable control;
- Subject to the terms of such separate agreements as may have entered into between the parties in this regard, the Customer hereby indemnifies Inzame Investments CC t/a Palman Foods and holds it harmless against any and all liability, loss, damage or claim of whatsoever nature suffered by any third party in relation to any act or omission by the Customer or the Customer's members, employees, representatives, agents or assigns or any third party in relation to the Goods and the use thereof, and/or assigning from the provisions of this Agreement, unless such damage or loss has regard to any circumstances within Inzame Investments CC t/a Palman Foods reasonable control.

11. Cancellation of orders

We may impose a cancellation fee in the event of cancellation before delivery. The fee will depend on the nature of the order, the length of notice of cancellation before delivery, the reasonable potential to find alternative clients for the order and the reason for cancellation. No refunds on deposits in the event of cancellation for already ordered/made Special-Order Goods.

12. Return/Refund in respect of Goods

It is the responsibility of the customer to choose carefully as Inzame Investments CC t/a Palman Foods does not normally give refunds if the customer simply change his/her/its mind or makes the wrong decision. The customer will be afforded the opportunity to choose between a credit on their account in lieu of a refund, exchange or repair, where the goods are defective within the warranty period or within 10 business days where the products were wrongly described, different from the sample shown or fails to perform. Inzame Investments CC t/a Palman Foods may charge a handling fee if the return is accepted by management."

13. Service Address and Notices

The Customer and Surety/ies hereby elects as their service address for the purpose of delivering any notices, their address and telefax numbers as set out below in this application.

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14. Payment

The Purchase Price in respect of the goods delivered and/or service rendered shall be paid in terms of the payment arranged in in which case the following provisions shall apply:

- Each invoice issued by Inzame Investments CC t/a Palman Foods shall be paid in full (including VAT) on or before 30 days from date that the invoice was raised unless the amount payable is disputed by the client in a relevant court or tribunal and is subsequently proved to be incorrect.
- Should the customer's financial position taking become unsatisfactory Inzame Investments CC t/a Palman Foods reserves the right to require either payment in advance or the provision of adequate security for payment and pending the provision thereof shall be entitled to suspend its obligations in terms of this agreement.
- Unless otherwise stated or agreed all payments will be made in SA Rand currency.

15. Waiver and Cession

Neither party shall be entitled to cede and/or delegate any of its rights and obligations arising from this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

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