



TERMS & CONDITIONS OF SALE

AUTHOR: N. RAMGUTHEE

WWW.KNSFIRE.CO.ZA



This document and its contents and information contained herein may not be reproduced, reused, or distributed in any manner without the express written permission of KNS Fire (Pty) Ltd.

T A B L E O F C O N T E N T S

PAGE 03

- Definitions
- General
- Purchase
- Service
- Payment Terms
- Delivery

PAGE 04

- Delivery
- Ownership
- Risk

PAGE 05

- Warranty
- Indemnity
- Force Majeure
- Prohibition of Set-off

PAGE 06

- Client Documents
- Property Rights
- Credit
- Exchange Rate
- Indulgence
- Breach
- Legal Cost
- Applicable Law

PAGE 07

- Domicillium
- The Credit Act

1.1 "Affiliate" means any person, firm, or corporation that is a subsidiary company, parent company, or affiliate company of KNS Fire, or the successor of KNS Fire through a merger or transfer of a substantial portion of KNS Fire's assets.

1.2 "KNS Fire" shall mean KNS fire (Pty) Ltd, company Registration Number: 2024/097496/07.

1.3 "CPA" shall mean the Consumer Protection Act 68 of 2008.

1.4 "Client" shall mean the ultimate end user, person, natural or otherwise, who purchases the products and services under these terms and conditions.

1.5 "Client Documents" shall mean any documentation or previous discussions, whether in writing or otherwise, between KNS Fire and the client relating to the sale of products and services with the exception of a franchise agreement as defined by the CPA.

1.6 "Credit" Act shall mean the National Credit Act 34 of 2005.

1.7 "MCA" shall mean the Magistrates Court Act 32 of 1944.

The headings within this agreement are provided for convenience purposes only and will not restrict or otherwise impact these Terms.

The client shall be bound to these standard terms and conditions of sale for all product and service transactions. Any agreement between the client and KNS Fire overrides the clauses of these terms and conditions in case of conflict.

KNS Fire reserves the right to reasonably refuse, decline, or suspend service to the client.

5.1.1 The client must make a payment of 50% of the order value upon placing the order before the manufacturing of products can commence. An additional 30% of the order value must be paid prior to the dispatch of the products to the client's delivery address. The remaining 20% balance is payable before the installation commences.

5.1.2 The payment terms are strictly 30 (thirty) days from the date of invoice, with the funds reflecting in KNS Fire's bank account, unless otherwise stated in writing by KNS Fire.

5.1.3 Subject to the Credit Act, all overdue accounts shall accrue interest at the rate of 2% (two percent) per month, calculated from the due date for payment until the date of final payment.

6.1 Subject to the Consumer Protection Act (CPA), while KNS Fire will strive to fulfill product delivery according to the client's specifications, KNS Fire is not obligated to adhere to these delivery requirements and therefore shall not be held liable in any way for delivery failures or delays.

6.2 KNS Fire may, at its discretion, issue an invoice for partial deliveries.

6.3 When making deliveries at a client's premises or any other location chosen by the client, the client is responsible for receiving, unloading, and inspecting the products in the presence of a KNS Fire representative during the delivery process.

6.4 If there is a short delivery, the client must promptly endorse a KNS Fire copy of the delivery note, detailing the specifics of the shortfall. Subsequently, within 3 days of the delivery, the client must file a claim with KNS Fire regarding the incomplete delivery.

6.5 If products are delivered in a damaged or defective condition, the client must immediately endorse the KNS Fire copy of the delivery note, specifying the defect or damage. Additionally, the customer must notify KNS Fire of such defect or damage within 3 days of the delivery.

6.6 Upon the client's compliance with sections 6.4 and 6.5, and provided that KNS Fire concurs with the information provided by the client, KNS Fire will either compensate for the shortfall in the products or replace the damaged or defective products, as applicable.

6.7 Subject to the Consumer Protection Act (CPA), and regardless of the provisions outlined in sections 6.4, 6.5, and 6.6, KNS Fire shall not be held liable to the client for any loss or damage resulting from the circumstances described in sections 5.4 and/or 5.5.

6.8 Delivery of products at the designated place nominated by the client shall be deemed as satisfactory delivery. Any acknowledgment of receipt by the client, or by any authorized representative or employee, whether directly or indirectly, in written form or otherwise, shall also serve to confirm the delivery.

6.9 If, as per the client's instructions, the products are delivered to a carrier for delivery to the client, delivery to the client shall be considered as duly completed upon delivery to the carrier. The carrier shall, at all times, be deemed and remain the client's agent for the purposes outlined in these terms and conditions.

6.10 For the purpose of this clause, "KNS Fire" shall encompass any affiliate, agent, or independent contractor who may carry out delivery on behalf of KNS Fire.

6.11 KNS Fire hereby reserves the right to impose a 10% handling fee for the return of any product for reasons other than the product being defective, hazardous, or unsafe as defined by the Consumer Protection Act (CPA).

7.1 Regardless of the type of transaction, KNS Fire hereby retains ownership rights over the products until they are fully paid for by the client.

7.2 To enforce clause 6.1, the client must ensure that the products remain movable property, capable of being separated from any other movable or immovable property to which they may be attached.

7.3 If the client fails to make payment for any reason whatsoever, KNS Fire, in accordance with its ownership rights over the products, reserves the right to repossess the products without prejudice to any other rights of KNS Fire.

7.4 For so long as ownership in the products remain vested in KNS Fire, the client shall:

7.4.1 Ensure that the products remain free from attachment, landlord's hypothec, lien, or any other legal charge or process.

7.4.2 Without prior written consent from KNS Fire, the client must not sell, lease, lend, pledge, transfer, or otherwise encumber the products.

7.4.3 Immediately inform its landlords of KNS Fire's reservation of ownership rights in the products.

7.4.4 Subject to the Credit Act, if applicable, the client must insure the products against loss or damage caused by fire, theft, or any incident, with an insurer approved by KNS Fire, for their replacement value. The client shall promptly pay the insurance premium and, upon request, provide KNS Fire with the insurance policy and proof of payment.

8.1 The client is responsible for providing security for the products delivered to the designated place nominated by the client and/or installation area on the client's premises.

8.2 Upon delivery of the products to the client, the risk associated with the products shall transfer to the client, even though ownership of the products remains with KNS Fire.

- 9.1** Subject to the Consumer Protection Act (CPA), KNS Fire disclaims all representations and warranties regarding latent or patent defects in the products. All implied or other warranties and conditions are expressly excluded.
- 9.2** Subject to the Consumer Protection Act (CPA), KNS Fire shall not be liable for any injury, loss, or damage to any person or property arising from the use of the products, whether arising in contract or negligence.
- 9.3** The client shall not assume a greater obligation or benefit than what is provided to them by KNS Fire.
- 9.4** The products supplied by KNS Fire are intended solely for their designated purpose, and the client must ensure that the products are handled, stored, installed, used, operated, or otherwise managed in a normal and proper manner. Where applicable, the client must follow the instructions provided by KNS Fire.
- 9.5** Subject to the Consumer Protection Act (CPA), KNS Fire shall not be liable for any claims arising from defects in or unsuitability of the products.

- 10.1** Without detracting from any provisions herein and subject to the Consumer Protection Act (CPA), KNS Fire shall not be liable for any claims of any nature, arising directly or indirectly for loss or damage sustained by the client or any of the client's customers in connection with product use. The client hereby indemnifies KNS Fire against all such claims.
- 10.2** The products are sold according to KNS Fire specifications and recommendations. Failure to comply with these may lead to damage, injury, or harm.

- 11.1** KNS Fire shall not be held liable for any delay in the production and/or delivery of goods if such delay is directly or indirectly caused by a force majeure event, including but not limited to:
- 11.1.1** The inability or refusal by third-party suppliers, who provide KNS Fire with goods, parts, services, manuals, and/or other necessary information for the delivery of goods.
 - 11.1.2** Shortages and/or inability to acquire materials and/or components.
 - 11.1.3** Delays and/or refusals to grant an export license or the suspension or revocation of such licenses.
 - 11.1.4** Any government actions that limit KNS Fire's ability to perform.
 - 11.1.5** Fire, earthquake, flood, severe weather conditions.
 - 11.1.6** Quarantines, epidemics, pandemics, and/or regional medical crises.
 - 11.1.7** Labor strikes and/or lockouts.
 - 11.1.8** Riots, strife, insurrection, civil disobedience, armed conflict, terrorism, and/or war (or imminent threat thereof).
 - 11.1.9** or any other acts of God and/or any other cause beyond KNS Fire's reasonable control.
- 11.2** If the force majeure event persists for more than 90 days, either party may terminate the buyer's purchase order. In such a case, the buyer shall be responsible for, and will compensate KNS Fire for, work performed and/or goods delivered prior to termination, as well as all reasonable expenses incurred by KNS Fire due to such termination.
- 11.3** In case of delivery or performance delays caused by either force majeure or the buyer, the delivery or performance date shall be extended by the duration of the delay incurred by KNS Fire. If, for reasons other than those mentioned above, KNS Fire defaults, delays, or fails to deliver goods, the buyer's only recourse against KNS Fire is the option to cancel the purchase order by providing prior written notice to KNS Fire.

To the extent permitted under the Consumer Protection Act (CPA), the client waives any right of set-off they may have against KNS Fire regarding any present or future amounts owed by KNS Fire to the client. The client agrees and acknowledges that they cannot raise the defence of set-off, mutual extension of debts, or counterclaim in any proceedings initiated by KNS Fire to enforce its rights, whether concerning credit facilities provided by KNS Fire to the client or otherwise.

13.1 Subject to the Consumer Protection Act (CPA), in all transactions with the client, any clauses or conditions included in or forming part of the client's documents shall not alter or amend these terms and conditions of sale, and KNS Fire shall not be bound by them.

13.2 These standard terms and conditions shall prevail over any conflicting clauses or conditions, whether verbal, contained in any of the client's documents, or otherwise.

The client must not take any action that would infringe upon any rights owned or licensed by KNS Fire, including but not limited to, any form of intellectual property related to the products and services.

Subject to the Credit Act, if applicable, KNS Fire reserves the sole and absolute discretion to modify any credit terms extended to a client. KNS Fire may request the client, who shall be obligated, to provide guarantees to secure payment of the purchase price.

16.1 In transactions where KNS Fire quotes in rands and the exchange rate applies, KNS Fire will receive payment in the rand equivalent of the quoted price, regardless of the exchange rate prevailing at the payment date.

16.2 In import/export sales, the client is responsible for obtaining all necessary government approvals and permits. KNS Fire will strive to assist the client in this regard as needed.

16.3 If any authorization or permit pertaining to clause 16.2 is refused or revoked, the client shall reimburse KNS Fire for all expenses or losses incurred by KNS Fire in assisting the client to obtain such authorization or permits. However, loss of profit will be excluded unless the refusal or revocation is attributed to fault on the part of the client.

No leniency granted by KNS Fire to the client shall be construed as affecting, prejudicing, or diminishing the rights of KNS Fire. Such leniency shall not constitute a waiver or alteration of any rights of KNS Fire, nor shall it prevent KNS Fire from exercising any rights against the client, whether they have arisen in the past or may arise in the future.

18.1 If the client fails to make any payments to KNS Fire under any contract, or if the client breaches any provisions of these standard terms and conditions of sale and fails to rectify such breach within seven days after receiving a written demand for rectification, KNS Fire shall have the right, without prejudicing any alternative or additional rights of action or remedies available to KNS Fire, to immediately terminate any contract with the client.

18.2 KNS Fire shall have the right to promptly repossess all products supplied to the client that have not yet been paid for.

In the event of legal action being taken or any outstanding amount remaining unpaid, if KNS Fire instructs attorneys to recover such unpaid costs, the client shall be liable for all legal costs incurred by KNS Fire.

20.1 All transactions shall be governed by and construed in accordance with the laws of the Republic of South Africa.

20.2 Subject to the Consumer Protection Act (CPA), the client agrees and consents, in terms of Section 45 of the MCA, to the jurisdiction of a Magistrates Court having jurisdiction over the client or the claim in terms of section 28 of the MCA regarding any proceedings or claims or actions instituted against the client by KNS Fire in accordance with these terms or otherwise. This is notwithstanding that the amount of such claim may exceed the jurisdiction of such magistrate's court. However, KNS Fire, at its discretion, may bring such proceedings in any other court of competent jurisdiction. The client agrees and submits itself to the jurisdiction of the Kwa-Zulu Natal, Durban division of the High Court of South Africa, or any other division of the High Court of South Africa chosen by KNS Fire in the event of KNS Fire exercising its rights in accordance with these terms.

The client selects its domicilium citandae et executandae as the address provided in the application for account/credit facilities.

22.1 Despite the preceding provisions of these terms and conditions, if the Credit Act is applicable to this agreement, then:

22.1.1 If the purchase price of any products sold is not paid to KNS Fire according to its payment terms as outlined in 5.1, then an incidental credit agreement shall be deemed to be concluded in respect of the sale in question, twenty (20) business days after KNS Fire initially charges interest on the amount due for such sale and;

22.1.2 The Credit Act, to the extent that it applies to an incidental credit agreement, shall also apply to the sale of the products by KNS Fire to the client.

22.1.3 KNS Fire must adhere to the Credit Act before being entitled to proceed in accordance with clause 7.3 and 18, and before initiating any legal proceedings against the client to enforce this agreement and;

22.2 KNS Fire has the right to recover from the client all costs and charges permitted under the Credit Act, including collection costs and default administration charges in the event of any payment default.

DULY AUTHORISED REPRESENTATIVE



N. RAMGUTHEE
DIRECTOR