

GENERAL TERMS AND CONDITIONS

The relationship between Generator Control (Pty) Limited and the Customer shall be governed by these terms and conditions.

1. INTERPRETATION

- 1.1. Unless the context indicates a contrary intention, the following words and expressions bear the following meanings in this agreement:
 - 1.1.1. "the Customer" means the customer whose particulars appear on the invoice;
 - 1.1.2. "Schedule" means the schedule of information to which this agreement is attached;
 - 1.1.3. "Sender" means the person from whom a consignment parcel is to be collected from;
 - 1.1.4. "Goods" means the Items produced, manufactured, retailed by Generator Control (pty)Limited on the Customer's instructions;
 - 1.1.5. "Generator Control (Pty) Limited" means Generator Control (Pty) Limited (Proprietary) Limited , Registration no. 2010/020233/07 and includes its employees, agents and subcontractors, where appropriate in the context;
 - 1.1.6. "Price lists" means Generator Control (Pty) Limited's schedule of prices, surcharges and other charges in respect of its various service offerings that is in force from time to time.
- 1.2. In this agreement:
 - 1.2.1. An expression which denotes any gender includes the other genders;
 - 1.2.2. a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa.
- 1.3. Any reference to:
 - 1.3.1. "Days" means calendar days, unless qualified by the word "business", in which instance a "business day" shall be any day (other than a Saturday, Sunday or public holiday in the Republic of South Africa);
 - 1.3.2. "Business hours" means the hours between 07h30 and 16h00 on any business day.

2. COMMENCEMENT

- 2.1. This agreement will commence when Generator Control (Pty) Limited has approved the credit facilities that the Customer has applied for and signed the schedule. Before Generator Control (Pty) Limited signs this agreement, it will constitute an application for credit that Generator Control (Pty) Limited may accept or reject at its discretion and without giving reasons.
- 2.2. Any services that Generator Control (Pty) Limited renders to the Customer before Generator Control (Pty) Limited has signed the schedule, will be on a COD or prepaid basis and will be governed by the COD and prepaid terms and conditions.
- 2.3. Generator Control (Pty) Limited may, without reason, withdraw the credit facilities and cancel this agreement by giving the Customer 30 days' written notice of cancellation.

3. CREDIT FACILITY

- 3.1. Generator Control (Pty) Limited grants the customer 30 day credit facility, as indicated in the schedule.
- 3.2. Generator Control (Pty) Limited will, in its sole discretion, determine the initial credit limit that it grants to the Customer.
- 3.3. The initial credit limit may not be increased unless the Customer asks for an increase in writing. The request may be granted or declined by Generator Control (Pty) Limited in its discretion.
- 3.4. Generator Control (Pty) Limited may reduce the credit limit at any time by giving the Customer 30 days' written notice.

4. INVOICING AND PAYMENT

- 4.1. Generator Control (Pty) Limited will invoice the Customer for services rendered to it in accordance with the quotation issued by Generator Control (Pty) Limited and accepted by the Customer in respect of any particular service.
- 4.2. Quotations for services will only be valid and binding on Generator Control (Pty) Limited if they are in writing.
- 4.3. If Generator Control (Pty) Limited incurs any charges on behalf of the Customer (such as any taxes, duties, surcharges, etc.) that must be paid in respect of the goods in the consignment, the customer authorizes Generator Control (Pty) Limited to pay the charges. Generator Control (Pty) Limited will include these charges in the customer's invoice, unless the consignee pays them.
- 4.4. At the end of Generator Control (Pty) Limited's trading month, Generator Control (Pty) Limited will issue the customer with a statement reflecting all invoices issued by Generator Control (Pty) Limited to the Customer and payments made by the Customer during that month.
- 4.5. If the Customer wishes to dispute Generator Control (Pty) Limited's statement, it must do so within 15 days after the statement has been issued in respect of a 30 day account .After that, the statement and invoices referred to in it will be deemed to be correct and the Customer will bear the onus of proving the contrary if it subsequently disputes the statement.
- 4.6. The Customer must pay Generator Control (Pty) Limited the amount shown to be owing on the statement within 30 days after the date on which the statement was issued. If the due date for payment falls on a non-business day, the Customer must make payment on the business day immediately preceding the payment due date. All payments due by the Customer to Generator Control (Pty) Limited must be paid in South African Rands by electronic funds transfer, debit order or direct deposit into Generator Control (Pty) Limited's banking account. All payments made by the Customer to Generator Control (Pty) Limited shall be free of any taxes, charges, levies, penalties, deductions or set-off.
- 4.7. Generator Control (Pty) Limited will only render services to the Customer on credit up to the value of the agreed credit limit on the Customer's account. If the Customer requires further services from Generator Control (Pty) Limited after it has reached its credit limit (and before paying its outstanding account), these further services must be paid for in cash in advance.

5. DOMICILIA AND NOTICES

- 5.1. The Customer chooses as its domicilium citandi et executandi for the receipt of any notices and/or legal processes arising from this agreement at the addresses set out in the schedule. This means that documents may be served at those addresses even if the Customer is not there, and that such service will be regarded as adequate service for legal purposes.

6. LEGAL COSTS

- 6.1. If Generator Control (Pty) Limited takes legal action to enforce payment of any amount due by or any of its rights against the Customer, or to successfully defend any claim against it by the Customer, the Customer will be liable to pay the legal costs incurred by Generator Control (Pty) Limited on the scale as between attorney and own client, including collection commission and tracing costs.

7. GENERAL

- 7.1. This Agreement, together with the schedule, constitutes the whole agreement between the Parties as to the subject matter hereof and representations or warranties between the Parties other than those set out herein binding on the Parties.
- 7.2. No addition to or variation of this Agreement and no waiver of any right arising from this Agreement shall be of any force or effect unless reduced to writing and signed by both of the parties.
- 7.3. In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 7.4. This agreement shall govern every service rendered by Generator Control (Pty) Limited to the Customer.

8. GUARANTEE OF AUTHORISATION

- 8.1. The person who signs this agreement on behalf of the Customer warrants that; All information provided in the application for credit and contract schedule is correct; and He/she is authorized to represent the Customer. If the Customer disputes the authority of the signatory, then the signatory agrees that he/she will be personally liable to Generator Control (Pty) Limited for the fulfillment of all of the Customer's obligations.

SIGNED : _____

DATE: _____

POSITION: _____

WITNESS _____

DATE: _____