

## 1. SCOPE

- 1.1. These general conditions of sale shall apply to all sales of products entered into with Atmos Outdoor (Pty) Ltd (hereinafter referred to as "**Atmos Outdoor**"). These general conditions are expressly agreed and accepted by the Buyer which hereby warrants and represents that it has full knowledge of such conditions.
- 1.2. Consequently, the placing of an order implies the full and unconditional acceptance by the Buyer of these general conditions of sale which represent all the provisions which apply to the sales made by **Atmos Outdoor**, notwithstanding any other documents provided by the seller, such as catalogues which may only have an indicative value.

## 2. PURCHASE ORDERS

- 2.1. Except where provided or otherwise, quotes issued by **Atmos Outdoor** are solely valid for thirty (30) days from the date of issue. **Atmos Outdoor** accept or refuse such change.
- 2.2. **Atmos Outdoor** reserves the right to refuse an order in the event of non-compliance of the order with these general conditions of sale. Any change made to an order already received by **Atmos Outdoor** is subject to prior approval by **Atmos Outdoor**, which reserves the right to specially ordered will be subject to a handling fee (between 10% to 30%) of the value of the order, should the purchase order be cancelled.

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## 3. ALTERATIONS OF GOODS

- 3.1. **Atmos Outdoor** reserves the right to make any alteration to its goods at any time that it deems necessary, without the obligation to alter the goods already delivered or ordered. **Atmos Outdoor** further reserves the right to alter, without prior notice, the models appearing in the catalogues.

## 4. DELIVERY

### 4.1. CONDITIONS

- 4.1.1. Goods shall be delivered either by direct handing over of the goods to the Buyer, by simple availability notice, or by the delivery to a consignor or carrier on **Atmos Outdoor** premises.

### 4.2. LEADTIME

- 4.2.1. The deliveries are operated according to the availability of the products and in the order of arrival of orders. **Atmos Outdoor** may request partial deliveries after consultation with the buyer.
- 4.2.2. The delivery dates are indicated as accurately as possible and depend on supply and production variables. Under no circumstances shall late delivery entitle the Buyer to cancel the contract or to claim damages or deductions. However, if ten (10) weeks after the indicative date of delivery the product has not been delivered for any reason whatsoever, unless in case of force majeure (an Act of God), the sale can be terminated at the request of one of the contracting parties, to the exclusion of any other compensation or damages.
- 4.2.3. In any case, goods may only be delivered once the Buyer has fully complied with all its obligations to **Atmos Outdoor**.

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#### 4.3. TRANSPORT – TRANSFER OF RISKS, PRODUCTS, NEW PRODUCTS

- 4.3.1. All goods are shipped on the basis of shipping and packing costs at the Buyer's expense, except where provided for otherwise under special terms.
- 4.3.2. The said costs are invoiced Ex-Boksburg based on the cost schedules applicable on the date of delivery. The person receiving the merchandise has the responsibility of checking the condition of the goods upon arrival, and, in the event of damage or shortages shall make all the necessary verifications and notify the carrier within two (2) days of delivery by confirmation of receipt with a copy to **Atmos Outdoor** within the same period. In the event of failure to do so, no claim may be made against **Atmos Outdoor**, the forwarding agent or the carrier for losses or damage sustained by the goods.
- 4.3.3. **Atmos Outdoor** cannot be held liable for any damage caused to property during delivery/transport of product.

#### 4.4. TRANSFER OF RISKS – RETURN OF GOODS

- 4.4.1. Deliveries are carried out on the **Atmos Outdoor** premises, in Boksburg.
- 4.4.2. All goods are shipped on the basis of shipping and packing costs at the Buyer's expense, except where provided for otherwise under special terms. The said costs are invoiced EX-Boksburg based on the cost schedules applicable on the date of delivery.
- 4.4.3. It is the Buyer's responsibility to take out any insurance covering the risk of loss or deterioration to the products, who, in the case of damage or shortages, shall make all the necessary verifications and express its reserves with the carrier within two (2) days of delivery by certified letter with confirmation of receipt with a copy to **Atmos Outdoor** within the same period. In the event of failure to do so, no claim may be made against **Atmos Outdoor**, the forwarding agent or the carrier for losses or damage sustained by the goods.

#### 4.5. RECEPTION

- 4.5.1. In addition to the arrangements made with the carrier, all claims relating to a visible defect, or the non-conformity of the goods delivered must be formulated in writing sent by recorded delivery within 10 (ten) days of receipt of goods. No claims can be made against **Atmos Outdoor** for loss or damage of the merchandise if precautions against deterioration upon receipt of the goods have not been formulated with the carrier and if this consent has not been sent to the carrier and to **Atmos Outdoor** within the above-mentioned deadline.

## 5. WARRANTY

- 5.1.1. **Atmos Outdoor** passes the warranty as provided by the Original Equipment Manufacturer onto the Buyer. The warranty provided is applicable only to defects in materials and workmanship. To receive consideration for warranty repair or replacement, the product must be returned in its original packaging. This warranty does not cover accessories or damages sustained in transit, or as results of the Buyer's misuse, neglect, or carelessness, or by events beyond the control of **Atmos Outdoor**. The warranty is not renewed nor extended upon a warranty claim. Furthermore, the warranty provided is "carry-in" warranty which means that the Buyer is responsible for transport/shipping costs, and insurance costs for the defective product for repair and thereafter, collection of the repaired/replaced product.
- 5.1.2. Product shall be considered defective if:
- it fails to perform the functions as indicated in the operation manual(s), technical specification(s) or any other similar documents.
  - the failure is due to internal product characteristics.
  - The cause of the failure is not the result of the below mentioned.
- 5.1.3. The warranty does not cover the following:
- patent defects.
  - any normal wear-and-tear of mechanical parts.
  - failure to function caused by negligence, faulty maintenance, improper use of the product, or tampering with the product.
  - Damages caused by Acts of God, fires, lightning or other natural disasters, wars, and/or inappropriate voltage.
  - Damages/failure to function resulting from the Buyer's fault or lack of knowledge.
  - Failure to function caused by modifications, tampering, repair, and/or adjustments.
  - Failure to function caused by third-party services on the product.
- 5.1.4. To benefit from the warranty, the Buyer must:
- Immediately cease further use of the alleged defective product and/or part.
  - Via written request, notify **Atmos Outdoor** of the alleged defective product, including the serial number of the product and a description of the defect. No returns shall be accepted without **Atmos Outdoor** express agreement.
  - Arrange the return the defective product (in its original packaging and include the entire product and its accessories) to **Atmos Outdoor**. All transport/shipping costs, and insurance costs are assumed by the Buyer. Furthermore, The Buyer accepts responsibility for any damages resulting from poor packing when product is transported/re-shipped. **Atmos Outdoor** shall not be held liable for any damages resulting from the transport/shipping of the product.
- 5.1.5. **Atmos Outdoor** shall not be held responsible for failure in performance of the obligations as stipulated in this warranty, whenever such failure is caused by force majeure afflicting **Atmos Outdoor** or the Original Equipment Manufacturer of the product.

## 6. PRICES - PAYMENT

- 6.1. Products are sold at the prices in effect at the time orders are placed. Prices are given ex-works, net of taxes. Any duties, taxes, rights or other services to be paid applying to the laws and regulations in force in South Africa or in the importer's country or of transit are at the Buyer's expense. Invoices are to be paid on the delivery date. No discount shall be granted for cash payment.
- 6.2. In the event of non-payment, even partial, on the due date, **Atmos Outdoor** may suspend all deliveries and demand the immediate payment of all remaining sums due by the seller to the Buyer. Any summons for payment issued by the seller to the Buyer, which remains unpaid after a period of 48 (forty-eight) hours will cause the lawful termination of the sale contract, should the seller desire so, without prejudice of all the other damages it could claim. Cheque payments, RD cheques and cash payments that attract a banking fee will be charged back to the Buyers account.

## 7. LATE CHARGES

- 7.1. Late charges shall be due on any delay of payment, without prior summons, at a monthly rate equal to the maximum interest rate prescribed by the National Credit Act No. 34 of 2005 from time to time. Further, in the event of failure of payment, any amounts due recovered by forced collection will be increased by a fixed penalty fee, in addition to late payment fees, of 15% (fifteen percent) of the amount due.

## 8. TITLE OF OWNERSHIP

- 8.1. Products are sold and are expressly subjecting the transfer of ownership thereof to full payment of the principal price and ancillary charges.
- 8.2. The simple issuance of a financial instrument creating an obligation to pay, including drafts, does not constitute a payment under this clause and **Atmos Outdoor** original claim over the Buyer subsists with all of the guarantees attached thereto, including retention of ownership, until the said financial instrument has actually been paid.
- 8.3. The above provisions do not prevent the transfer of the risks of damage or loss to the Buyer upon delivery of the products subject to the ownership preservation, as well as any damage which they may cause.

**The Buyer shall take out comprehensive insurance (fire, theft, water damage) covering risks that may occur as from the time of delivery. The Buyer shall take out comprehensive insurance (fire, theft, water damage) covering risks that may occur as from the time of delivery. In the event of attachment or any other action taken by a third party involving the products, the Buyer shall immediately inform Atmos Outdoor in order to enable Atmos Outdoor to contest the action and maintain its rights.**

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- 8.4. The Buyer shall further refrain from pledging or assigning ownership of the products as a guarantee. It is expressly agreed that in the event of failure to remit any payment instalments whatsoever, the full price will be immediately due and may result in products being immediately reclaimed.

## 9. AFTER SALES SERVICES

- 9.1. In the event of breakdowns, whether during or after the guarantee period, **Atmos Outdoor** will endeavour to take any action necessary to service such breakdowns in a reasonable time period. However, under no circumstances may **Atmos Outdoor** be held liable for any delay whatsoever nor assume any costs or consequences whatsoever in connection with the length of immobilisation of product within its departments.

## 10. PROTECTION OF PERSONAL INFORMATION

10.1. The Protection of Personal Information Act 4 of 2013 (POPI) states the **Atmos Outdoor** must obtain your consent before processing any of your personal information on our customer database. By completing this form, you hereby consent to **Atmos Outdoor** accessing and storing your personal information for the purposes of providing you with quotations, invoices, & product and service support, and providing you with information. The information provided shall be stored and protected per the guidelines provided in POPI, under no circumstances will any information be shared to any third parties without your express written consent.

## 11. APPLICABLE LAW – DISPUTES

11.1. All clauses present in these general sales conditions, as well as all buying and selling operations are governed under South African law. In the event of dispute relating to such conditions or sales, it shall be referred to the Commercial Court of South Africa.

## 12. QUOTATIONS NOT BINDING

12.1. Quotations provided by **Atmos Outdoor** are for information purposes only and are subject to change without notice. No quotation shall be binding upon **Atmos Outdoor** unless **Atmos Outdoor** agrees, in writing, to fulfil the quotation. The Buyer understands that quotations are provided to the Buyer in reliance on information supplied to **Atmos Outdoor**.

12.2. **Atmos Outdoor** at the time the quotation is provided, and are subject to change based on actual weights, commodity, contents, mode of transportation, dimensions, and volumes submitted by the Buyer, including unforeseen or unanticipated costs, occurrences or events which are beyond the control of **Atmos Outdoor**.

## 13. ERRORS AND OMISSIONS EXCEPTED

13.1. Inadvertent errors or omissions on quotations made by **Atmos Outdoor** shall not relieve the Buyer from any liability and/or payment obligation had such error and/or omission not occurred, provided that such error and/or omission be rectified as soon as possible after discovery.

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## TERMS AND CONDITIONS

1. The Buyer understands and accepts that it has the primary responsibility of giving clear and unequivocal instructions and specifications **in writing** to **Atmos Outdoor** before any order may be placed. This is done to avoid discrepancies.
2. The quotation must be accepted by the reading of such quotation, including these General Terms and Conditions of sale and followed with signature at the end of the document indicating that said General Terms and Conditions of sale have been read and understood and the quotation is acceptable.
3. After the goods have been delivered, such goods shall remain the absolute property of **Atmos Outdoor** until the full invoice price/value has been paid to **Atmos Outdoor** in the manner specified by **Atmos Outdoor**.
4. The Buyer shall have an opportunity to examine the goods and raise and immediate objections during examination. Notwithstanding the opportunity to examine the goods, the Buyer shall be entitled, within 2 (two) business days, to submit a written report to **Atmos Outdoor** any defects on the goods. Only written reports will be accepted.

**QUOTATION AND GENERAL TERMS AND CONDITIONS OF SALE ACCEPTED BY/ON BEHALF OF THE BUYER:**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date