

STANDARD TERMS AND CONDITIONS OF:  
GRAHAM BERMAN REFRIGERATION SERVICES (PTY) LTD with registration number  
1999/005481/23 (herein after referred to as “GB Refrigeration”)

1. **IMPORTANT NOTICE:**

- a. Your attention is specifically drawn to the following and is to be carefully noted:
- b. These terms and conditions contain certain terms and conditions which appear in similar text style to this clause and which:
  - i. may limit the risk or liability of GB REFRIGERATION; and
  - ii. may create risk or liability for yourself and/or your company; and
  - iii. may compel you and or your company to indemnify GB REFRIGERATION or a third party; and
  - iv. may serve as an acknowledgement, by you and or your company, of a fact.

2. **DEFINITIONS:**

- a. Customer means the person who accepts the quotation or who authorizes GB REFRIGERATION to carry out the work.
- b. GB Refrigeration means the registered business with whom the Customers desires to deal
- c. Authorized person means any person authorized by the Customer to Order the work or accept the work so done by GB REFRIGERATION.
- d. Goods or Services means any goods or services supplied by GB REFRIGERATION to the Customer in pursuance of fulfilling GB REFRIGERATION’s obligations in terms of the order.

3. **ORDERS:**

- a. Any order received in writing, by telephone or verbally or in any other form shall be deemed and treated as an offer by the Customer.
- b. The agreement/contract between GB REFRIGERATION and the Customer shall come into effect immediately upon receipt of the order and acceptance by GB REFRIGERATION, Every order shall be deemed a separate agreement and the Customer will be bound by these Terms and Conditions.
- c. These Terms and Conditions shall not be altered, modified or varied unless expressly agreed in writing by the duly authorized director of GB REFRIGERATION.
- d. An order may not be cancelled by the Customer after acceptance by GB REFRIGERATION of the order, and the Customer shall remain liable to GB REFRIGERATION for payment for the service as reflected on GB REFRIGERATION’s quotation or invoice. Even though GB REFRIGERATION may agree, to the cancellation of the order at the behest of the Customer, the Customer accepts and agrees to be liable for any costs reasonably incurred by GB REFRIGERATION with regard to that order.

4. **PRICING:**

- a. The price shall be the price quoted by GB REFRIGERATION at the time of the customer placing the order
- b. **ALL QUOTES ARE VALID FOR THE PERIOD SPECIFICALLY STIPULATED THEREON.**
- c. All quotations given are estimates only and may be subject to change upon viewing Customers’ exact specifications.
- d. Quotations must be confirmed by the customer before GB REFRIGERATION proceeds with any order.
- e. Any variation to the price will be charged and invoiced accordingly to the customer placing the order.
- f. All electrical is included except for electrical supply to our refrigeration sub board
- g. Vapour proof LED light fittings with LED globes included
- h. Should a Safety file be mandatory on site there will be an extra cost of R8500.00
- i. A drainage point needs to be supplied by plumbers outside of the room.
- j. A pipe run of 10 meters has been allowed.

## 5. PAYMENT:

- a. Accepted orders require a 50% deposit paid in advance.
- b. All export orders require a 50% deposit paid on order and the balance of 50% paid prior to dispatch or delivery
- c. The balance reflected on GB Refrigeration's invoice is payable immediately upon presentation.
- d. The Customer is liable for payment. GB REFRIGERATION shall not liaise with insurance companies or landlords whatsoever. The Customer is liable for all work done at all times.
- e. All insurance claims remain between client and the insurer. GB REFRIGERATION shall not correspond with the insurer and/or any third party in connection with any insurance claims whatsoever.
- f. The customer remains liable for full payment of the invoice regardless of the outcome of the customer's insurance claim.
- g. The Customer agrees that they will be liable for interest on all unpaid amounts as reflected on invoices and statements from the due date as reflected on the invoice. Interest will be charged at the maximum interest rate provided for in the National Credit Act of 2005 (Act 34 of 2005).
- h. In the event of non-timeous payment, GB REFRIGERATION reserves the right to charge full tariffs and void any discounts
- i. The Customer will be liable for any costs incurred by GB REFRIGERATION with regard to collections, tracing or any other costs whatsoever in recovery of any outstanding amounts due by the Customer.

## 6. DELIVERY

- a. Delivery times quoted are estimates only and time shall not be of the essence of the contract.
- b. Delivery shall be deemed to take place when the goods arrive at the Customer's premises, or made available by GB REFRIGERATION for collection which may be communicated to the Customer
- c. All risk in the goods shall pass to the Customer (including its appointed agent) at the time of delivery.
- d. The Customer shall inform GB REFRIGERATION (in writing or verbally) of whom shall be responsible to accept delivery and/or work on the Customer's behalf (the authorized person). In the event of the Customer not being personally available at the delivery address and failing to specifically inform GB REFRIGERATION of the identity of such authorized person to accept delivery on the Customer's behalf, the Customer hereby authorize GB REFRIGERATION to deliver Goods/Services to any natural person present at the nominated address who is over the age of 16
- e. In the event that the Customer becomes aware that they and/or their authorized person to accept delivery shall not be available at the delivery date, it is the Customer's responsibility to inform GB REFRIGERATION within 24 hours of delivery. Failing which the Customer shall be responsible for wasted costs herein.
- f. Should the Customer or designated agent not be present at the nominated address at the time of delivery, the Goods/Services will be returned to GB REFRIGERATION. The Customer shall be liable for all related costs.

## 7. OWNERSHIP

- a. Ownership of the goods shall not pass to the Customer until full payment of all outstanding invoices. The client is obliged to return to GB REFRIGERATION all goods belonging to GB REFRIGERATION upon request in the event of non-payment of invoices
- b. Notwithstanding any other rights GB REFRIGERATION may have, GB REFRIGERATION reserves the right to remove all goods, at the Customer's expense in the event of non-payment.

## 8. PLANS/DRAWINGS/SKETCHES/REPORTS AND THE LIKE

- a. All drawings, reports, plans, descriptive weights, dimensions, descriptions and illustrations contained in the sales literature, quotations and price lists are approximate only

- b. GB REFRIGERATION shall not be responsible for mistakes or errors of any kind on drawings, reports, plans, descriptive weights, dimensions, descriptions and illustrations not drawn/drafted by GB REFRIGERATION. GB REFRIGERATION shall not be liable for any errors and the like contained in work done by GB REFRIGERATION whatsoever, in accordance and as a result of such defective drawings, plans, descriptive weights, dimensions, descriptions and illustrations not drawn/drafted by GB REFRIGERATION. The client shall remain indebted to GB REFRIGERATION and shall remain liable for all costs of such work done by GB REFRIGERATION
- c. Drawings, plans, descriptive weights, dimensions, descriptions and illustrations drawn/drafted by GB REFRIGERATION remain the intellectual property of GB REFRIGERATION. The customer shall not copy, reproduce or communicate such drawings, plans, descriptive weights, dimensions, descriptions and illustrations to any third parties without the prior written consent of GB REFRIGERATION by a duly authorized director.

#### 9. WARRANTY

- a. All goods installed by or used by GB REFRIGERATION are subject to the warranty issued by the manufacturer of such goods. No credit or refund will be issued prior to inspection and approval by that manufacturer.
- b. GB REFRIGERATION's workmanship is guaranteed for a period of 6 months.
- c. In the event of defects caused by GB REFRIGERATION's workmanship, the Customer is to report such defects within 7 days of the Customer first discovering any such defects.
- d. GB REFRIGERATION is not responsible for any consequential loss or damage and warranties extend to repair or replacement only.
- e. GB REFRIGERATION shall not be responsible whatsoever for defects which have occurred due to the following:
  - i. abuse, neglect, lightning, accident, improper storage, installation, handling, repair or alteration not effected by GB REFRIGERATION.
  - ii. Power surges
  - iii. Further electrical, plumbing or gas faults which occur as a result of the above defects
  - iv. Customers failure to switch off sensitive equipment prior to commencement of work by GB REFRIGERATION
  - v. Defects or faults which occur as a result of problems with the installation of anything which was not installed serviced or repaired by GB REFRIGERATION.
- f. In the event of a defect or fault being caused by any of the above, the Customer shall be liable for the costs of inspection, shipping, handling, removal, work conducted and labour in connection with the repair of the alleged fault.

#### 10. LIABILITY OF GB REFRIGERATION:

- a. The Customer understands that GB REFRIGERATION may drill holes and so forth and that this may cause noise. GB REFRIGERATION shall not be liable for complaints in connection with such noise.
- b. the customer indemnifies GB REFRIGERATION against any claim or liability that be brought against GB REFRIGERATION or which GB REFRIGERATION may suffer in the course of or arising out the provision of any of the Services or related to the goods, unless caused by GB REFRIGERATIONs gross negligence or willful misconduct or breach of these conditions, but subject to relevant *applicable* laws.
- c. It is specifically accepted by the Customer that GB REFRIGERATION is not responsible for any pre-existing damage whatsoever even where such pre-existing damage only becomes apparent after work by GB REFRIGERATION has been undertaken.
- d. This damage may *particularly* be due to the weakness in pipes which had been previously installed, and which becomes apparent only after GB REFRIGERATION has conducted work at the Customers' premises.
- e. Clause 10 applies to the liability of GB REFRIGERATION *mutatis mutandis* and as if it were specifically stated in this clause

#### 11. CUSTOMERS OBLIGATIONS

- a. Customer shall arrange access to the premises as well as all power points
- b. Customer is responsible to switch off any and all sensitive equipment prior to GB REFRIGERATION commencing work.
- c. GB REFRIGERATION is not responsible for damage which may occur to such sensitive equipment as result of client's failure to switch off such sensitive equipment.
- d. GB REFRIGERATION staff members are not permitted to work on live power whatsoever. The client shall arrange that power is switched off and on by them alternatively an authorized representative.
- e. All electrical is included except for electrical supply to our refrigeration sub board-
- f. Vapour proof LED light fittings with LED globes included
- g. Should a Safety file may be mandatory on site there will be an extra cost of R8500.00
- h. A drainage point needs to be supplied by a plumber external of the room.
- i. A pipe run of 10 meters has been allowed.

#### 12. CIRCUMSTANCES BEYOND CONTROL OF GB REFRIGERATION OR FORCE MAJEURE

- a. The client understands that GB REFRIGERATION cannot be responsible for wet weather or weather which causes proposed work to be done by GB REFRIGERATION to be hazardous. In event of weather being of nature that GB REFRIGERATION cannot attend to the work of client, GB REFRIGERATION shall arrange another convenient time to undertake such work with client as soon as possible.
- b. In the event that GB REFRIGERATION is prevented from performing its obligations under any agreement with client by an event beyond its control (such as transportation problems of supplier and the like), GB REFRIGERATION will be excused for its delay in performing its obligations under the contract, or, in an extreme case (i.e. war, invasion, riot, violent commotion, terrorism, natural catastrophes and the like) it may be excused from having to perform the contract at all.

#### 13. LEGAL

- a. The customer agrees that the premises of delivery shall be the customer's domicile for all legal purposes.
- b. This Agreement shall be governed by and construed in accordance with South African law
- c. The parties agree to the jurisdiction of the magistrates court in connection with any dispute arising out of or from this agreement
- d. Neither party is precluded from approaching the High Court or similar court with jurisdiction to hear any dispute in connection with or arising from this agreement
- e. The Customer agrees that all costs incurred by GB REFRIGERATION in connection with default of the Customer and/or in connection with any and all of GB REFRIGERATION's rights, shall be recoverable from the customer on attorney and own client scale.
- f. In the event of an account having to be handed over to GB REFRIGERATION's attorneys for collection due to non-payment, the client will be liable for all costs on the attorney and client scale including collection commission.

#### 14. SEVERABILITY

- a. If any term, condition or performance, or any part of a term, condition, provision or performance of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part hereof shall be severed from the remaining terms, conditions, provisions and performance of this Agreement, or amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and this Agreement so amended shall remain in force and effect

**I the authorised representative of the Customer acknowledge having read the above terms and conditions and without limiting the generality thereof, agree to bind the Customer by all such terms and conditions.**

For and on Behalf of

(Customer's Full Name) : \_\_\_\_\_  
(Address of Customer) : \_\_\_\_\_  
: \_\_\_\_\_

**Authorised Signatory:**

\_\_\_\_\_ FULL NAME

\_\_\_\_\_ I.D NUMBER

SIGNATURE: \_\_\_\_\_

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_