

PFG



BUILDING  
GLASS

A division of PG Group (Pty) Ltd  
ADDRESS

Reg. No. 1973/001729/07

**ACCOUNT REGISTRATION**

Legal Entity: .....

Trading Name: .....

Company Registration No: .....

Tel No: ..... Area Code: ..... Cell No: .....

Physical Address: .....

Postal Address: .....

Name & Address of Auditor: .....

- Public Co.                       Private Co.                       Partnership                       Other \_\_\_\_\_
- Sole Proprietorship               Close Corporation               Government                       Specify \_\_\_\_\_

**Full Name/s of Director/s, Principal Owner/s, Partner/s:**

Name	ID Number	Residential Address	Capacity
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Bankers \_\_\_\_\_

Branch \_\_\_\_\_

Account No: \_\_\_\_\_

**TRADE REFERENCES**

Name	Address	Tel No
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Terms: \_\_\_\_\_ Total credit facility required \_\_\_\_\_

**The Purchaser:**

1. Warrants that the above information is true and correct in each and every respect and acknowledges that the above information will be relied upon by the Supplier in granting credit. Without detracting from this warranty the Purchaser consents to the Supplier making any enquiries it deems necessary to verify and amplify the information;
2. Acknowledges that the credit facilities granted by the Supplier, if any, shall be at the sole discretion of the Supplier, particularly with reference to the nature, duration and extent thereof and security required;
3. Accepts and undertakes to be bound by the general terms and conditions of purchase set out overleaf, which terms and conditions the Purchaser acknowledges having read and understood and agrees will be applicable to all transactions, relating to the purchase of goods by the Purchase from the Supplier;
4. Acknowledge that it has viewed or is entitled to request a copy of the manufacturer's warranty applicable to the goods.



AUTHORISED SIGNATORY: \_\_\_\_\_

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

CAPACITY: \_\_\_\_\_

DATE \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF EXPORT SALES**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. <b>DEFINITIONS</b></li> <li>1.1 <b>Bill of lading</b> – document facilitating goods in carriage.</li> <li>1.2 <b>Incoterms</b> – the international rules for the interpretation of trade terms, as amended from time to time.</li> <li>1.3 <b>Indent</b> - a request for Products received by PFG.</li> <li>1.4 <b>Invoice</b> - the document issued by PFG setting out amounts owing for Products delivered to the Purchaser.</li> <li>1.5 <b>Manufacturer</b> - the manufacturer of Products.</li> <li>1.6 <b>Order confirmation</b> – a communication generated by PFG by email, fax or phone or otherwise setting out details of an order of Products which PFG has agreed to supply to the Purchaser.</li> <li>1.7 <b>Parties</b> – the Purchaser and PFG.</li> <li>1.8 <b>Products</b> – all items manufactured in the medium of glass and allied accessories, supplied by PFG to the Purchaser.</li> <li>1.9 <b>Product Specification</b> - the qualitative and quantitative physical and functional characteristics of Products set by PFG within which Products are manufactured as modified from time to time by PFG.</li> <li>1.10 <b>Purchaser</b> - the legal entity stated in the account registration form.</li> </ol> | <ol style="list-style-type: none"> <li>1.11 <b>Quotation</b> - any verbal order enquiry responded to by PFG or any document issued by PFG containing an estimate of the purchase price of Products.</li> <li>1.12 <b>Statement</b> – the document issued by PFG to the Purchaser consolidating a number of Invoices in a period of trading.</li> </ol>  |
|   | <ol style="list-style-type: none"> <li>2. <b>APPLICATION OF THESE TERMS</b></li> <li>2.1 PFG recognizes that for operating convenience, the Purchaser may seek to use its own documents. Irrespective of any other term in any of the Purchaser's documents, including the Order, every supply of Products will be on these terms and conditions.</li> <li>2.2 No warranties or representations made by PFG will be binding unless contained in this agreement and no amendment, novation, or cancellation of any or all of these terms will be valid unless in writing and signed by PFG.</li> </ol> |
|   | <ol style="list-style-type: none"> <li>3. <b>SPECIFICATIONS AND PROMOTIONAL MATERIAL</b></li> </ol> <p>All Products are supplied subject only to the Product Specifications and no other representations regarding the Products, whether in illustrations, plans, dimensions, adverts, brochures or other formats, issued by PFG or the Purchaser may be relied on by the Purchaser for any purpose.</p>  |

4. **QUOTATIONS AND ORDERS**
- A Quotation or an Indent will only become binding when PFG generates an Order Confirmation.
5. **SUSPENDED OR CANCELLED SUPPLY**
- PFG will be entitled to suspend or refuse delivery without the Purchaser having any recourse against PFG if products or components are not available from PFG's suppliers, or PFG doesn't receive any instructions required PFG from the Purchaser; or there isn't capacity at PFG's plants for the manufacture or processing of the Products; or PFG believes the Purchaser may not be able or willing to pay for the Products; or PFG has called for a deposit and the Purchaser has not paid the deposit in full or the Purchaser is in breach of these terms.
6. **DELIVERY**
- 6.1 Products are supplied by PFG ex works PFG's premises, unless agreed otherwise in writing by PFG and the Purchaser.
- 6.2 PFG does not guarantee delivery of the Products on any specific date. Other than in terms of clause 7, below, the Purchaser will have no claim against PFG for delays in delivery, partial delivery or non-delivery and the Purchaser will not be entitled to cancel the order nor to withhold any payment due to PFG.
- 6.3 The signature of PFG's document by any person at the premises at which the Products arrive when PFG's responsibility for delivery ceases, will constitute evidence of the delivery of all the Products described in the document in good condition unless proved otherwise by the Purchaser.
- 6.4 If the Products are delivered by a transporter chosen by the Purchaser, the Purchaser indemnifies PFG against all claims arising out of the transportation of Products.
- 6.5 If the Purchaser fails to take delivery of the products when agreed or tendered by PFG, risk in the Products will pass to the purchaser and the Purchaser must pay within 10 days of demand PFG's costs, including without limitation storage, insurance, penalties, taxes, duties and demurrage.
- 6.6 The Purchaser indemnifies PFG against expenses or losses caused by governments, authorities or third parties tasked with fiscal control, freight forwarding or clearing and carriage or other services relating to the delivery and handling of Products.
- 6.7 The delivery cost, risk and responsibilities by both PFG and the Purchaser on an INCO Trade Term will be governed by the latest existing revision of the International Chamber of Commerce Inco Trade Terms guideline.
7. **DAMAGED OR MISSING PRODUCTS**
- The Purchaser undertakes to inspect Products within five business days of delivery. No claim against PFG for damaged or missing Products will be valid unless the Purchaser notifies PFG of the claim in writing within 48 hours of delivery of the Products giving details of the nature and extent of the damage. In all circumstances PFG will not accept any liability for any damaged or missing products that are brought to PFG's attention six months and longer after delivery commenced.
8. **PRODUCT QUALITY AND WARRANTY**
- 8.1 PFG warrants that Products will, for a period of 10 years from the date of Delivery, comply with the Product Specifications. PFG makes no other warranties whatsoever. The Purchaser waives any claim against PFG arising out of design or suitability of Product or installation method, fitness for purpose, aesthetics, defects arising from improper transportation, storage, handling, installation, maintenance, cleaning or other abuse such as breakage, pitting or chipping, deterioration from normal wear and tear.
- 8.2 No claim for defective Products or under PFG's warranty will be valid unless the Purchaser notifies PFG within 5 days of the defect manifesting in the Product or the date on which the Purchaser should have become aware of the defect, giving details of the nature and extent of the defect and PFG is afforded access to the Product for testing or repair purposes.
- 8.3 Should PFG accept a warranty claim, PFG will be obliged in full and final discharge of its obligations to the Purchaser to at PFG's election either supply replacement Product ex-works or repair the Product to conform to the Product Specification, without any further cost to PFG. These remedies will be the only remedies available against PFG and PFG will not be liable on any other basis in law.
- 8.4 PFG will under no circumstances be liable for consequential damages or indirect losses, including loss of profits.
- 8.5 This warranty does not cover products or components of products supplied by PFG but manufactured by a party other than PFG. PFG will however cede the manufacturer's warranty to the Purchaser to the extent PFG is able.
9. **RETURNS**
- Under no circumstances will PFG be obliged to accept the return of Products other than as provided for in this agreement. If PFG accepts the cancellation of an order or the return of Products manufactured for the Purchaser which PFG is unable to sell to another customer within 10 days, the Purchaser agrees to pay the full price of the Products together with a handling fee of 10%.
10. **RISK AND OWNERSHIP**
- 10.1 To the extent an Incoterm is agreed by the Parties in writing which regulates risk to the contrary, risk passes to the Purchaser on loading of the Products at PFG's premises and the Purchaser will be required to obtain insurance.
- 10.2 Where PFG carries risk for the Products, the Purchaser waives any claim which it may have in excess of PFG's insurance cover.
- 10.3 The Purchaser will only become the owner of the Products when PFG receives full payment of the purchase price.
- 10.4 The Purchaser undertakes to inform PFG immediately of any attempt by any third party to claim, seize, retain possession of or execute against the Products prior to ownership transferring to the Purchaser.
11. **PRICE**
- 11.1 Unless otherwise agreed in writing and signed by PFG:
- 11.1.1 Products are supplied subject to PFG's current price ruling on the date upon which the Products are delivered to the Purchaser, less any discounts authorised by PFG in writing;
- 11.1.2 all prices are specified ex-factory and are strictly net of value added tax, or any other ancillary cost, charge or impost such as packaging, carriage or freight costs.
- 11.2 Discounts will be calculated on the net price of the products, exclusive of value added tax.
- 11.3 If the supply constitutes a direct export, Value Added Tax of Zero rate will be applied.
12. **PAYMENT**
- 12.1 The Purchaser agrees to pay the full purchase price of Products without any deduction, exchange or set-off, save for discounts, within thirty days of Bill of lading or such other period as PFG may agree to in writing and sign for, into the account and in the currency nominated by PFG.
- 12.2 Discounts will be forfeited if payment of the purchase price is not received by PFG on due date.

12.3 Under no circumstances shall any payment be deemed to have been received by PFG, until PFG is actually in possession thereof, if in cash, or irrevocably cleared to the credit of PFG on PFG's account, if by other means.

12.4 If the Purchaser disputes any Invoice or Statement, the Purchaser undertakes to pay for all Products not disputed on the credit terms granted to the Purchaser, failing which any discounts will be forfeited without prejudice to PFG's remedies in law.

12.5 PFG shall be entitled to appropriate or apportion any payment received from the Purchaser to any indebtedness which the Purchaser may owe to PFG or realize any security held by PFG and use the proceeds towards payment of any amount due by the Purchaser.

12.6 Negotiable instruments received by PFG from the Purchaser wont novate the debt for which they're given unless otherwise stated by PFG in writing, and the Purchaser waives presentment, notice of dishonour and protest, if applicable.

12.7 Should PFG require, the Purchaser will pay to PFG on demand interest compounded monthly in arrears on any amount not paid on due date in terms of this Agreement at 4% above the prime borrowing rate levied by PFG's Bank from time to time, from the due date of payment is received by PFG.

12.8 If payment of any invoice becomes overdue, the price for all other Products delivered to the Purchaser will immediately become due, owing and payable to PFG even though the due date for payment has not arrived.

### 13. CREDIT FACILITIES

13.1 To obtain credit from PFG, the Purchaser is to complete and sign this credit application form and provide security for payment required by PFG.

13.2 Compliance with clause 13.1 will not mean that PFG is compelled to grant credit facilities to the Purchaser and PFG will always have the discretion whether to grant credit facilities to the Purchaser, and if so, on what terms.

13.3 To obtain an increased credit limit from PFG, the Purchaser is to complete and sign a new credit application form for PFG's consideration.

13.4 If PFG becomes concerned about the Purchaser's creditworthiness, PFG may require the Purchaser to pay the purchase price of Products in cash against delivery and/or furnish security to the satisfaction of PFG for its existing and/or future indebtedness. PFG may cancel this agreement on written notice to the Purchaser, without prejudice to its rights to claim damages, should the Purchaser fail to furnish satisfactory security or satisfactory substantiation of the value of security within 10 days of PFG's request.

### 14. NAME, TRADE AND OTHER MARKINGS

The Purchaser will not in any manner use any name, trade, business, product or other identificatory mark, design or logo belonging to or used by PFG, without the express written permission of PFG.

### 15. TERMINATION

Without prejudice to any other right which PFG may have against the Purchaser, if the Purchaser breaches any of the terms of this Agreement and fails to remedy the breach within 5 days of receipt of a written notice from PFG requesting the Purchaser to do so; ceases carrying on business, dies or is provisionally or finally sequestered or surrenders or makes application to surrender his estate; or being a partnership, the partnership is terminated or sequestered; or being a company or close corporation is placed under provisional or final order of liquidation or

business review; or has a judgment recorded against it which remains unsatisfied for a period of 5 days; or compromises or attempts to compromise generally with any of the Purchaser's creditors; PFG may to elect to treat as immediately due, owing and payable all outstanding amounts due or owing or which will become payable by the Purchaser; cease performance of PFG's obligations; cancel this agreement and retake possession of any of the Products not paid for in full by the Purchaser.

### 16. LEGAL PROCEEDINGS

16.1 This Agreement will be regulated exclusively by South African law and legal proceedings will be adjudicated by the South Gauteng High Court.

16.2 Either party will be liable for the actual legal costs incurred by the other in the valid or lawful enforcement of this Agreement.

16.3 A certificate signed by a Director of PFG, whose appointment will not require proof, showing the amount due and owing by the Purchaser to PFG at any given time shall be sufficient proof of the contents for the purpose of all legal proceedings against the Purchaser, unless proved to the contrary by the Purchaser.

### 17. COMMUNICATIONS

All communications between the parties sent in writing to the above contact details, if sent by pre-paid registered post will be deemed to have been received ten business days after posting; if delivered by hand on the date of delivery, if faxed or emailed on date of due transmission unless such date is not a business day, in which event it shall be deemed to have been received on the following business day, unless the contrary is proved.

### 16. EVENTS BEYOND CONTROL

PFG will not be liable for any failure or delay in performing its obligations caused by the occurrence of any event beyond its reasonable control and affecting its performance.

### 17. CONFIDENTIALITY

The Purchaser undertakes not to divulge or allow to be divulged by its employees, representatives, consultant or agents without the prior written consent of PFG, all information belonging to PFG which is not available to a competitor of PFG.

### 18. GENERAL TERMS

18.1 The Purchaser shall not be entitled to cede its rights or delegate any of its obligations under this agreement without prior written consent of PFG.

18.2 No indulgence, extension of time, relaxation or latitude which either party may give the other party will be a waiver by the former party of its rights.

18.3 This Agreement will be binding on each party's successors in title or assigns.

18.4 PFG will not be liable to the Purchaser for any consequential damages or loss of profits.

### 19. LIABILITY OF SIGNATORY/IES

The person signing on behalf of the Purchaser warrants that s/he is duly authorised to represent and bind the Purchaser to this agreement, that all information given to PFG is correct and accurate failing which s/he will become personally liable to PFG for all the obligations of the Purchaser purportedly assumed by the Purchaser in terms of this agreement.