



**LetMeRepair CC**  
Johannesburg Branch  
Crn Gizelle and Lechwe  
Corporate Park  
Midrand, South Africa 1865  
**+27 11 542 0200 Tel**  
**+27 11 542 0225 Fax**

## TERMS AND CONDITIONS OF SALES

**The following terms and conditions shall apply to all contracts concluded between LetMeRepair CC. Hereinafter referred to as LetMeRepair and its customers. Any conditions stipulated by a customer hereinafter referred to as ("the purchaser") or any third parties who are in conflict with these conditions are expressly excluded.**

1. .... Notwithstanding the grant of any credit facilities to the purchaser, LetMeRepair shall be entitled, at any time in its absolute discretion to withhold such facilities and to demand payment of all amounts then outstanding.
2. .... The purchaser undertakes to ensure that payment of any account rendered will reach LetMeRepair no later than 14 days from date of statement in respect of repairs or 14 days from date of invoice in respect of support packs for the month during which credit was granted.
3. .... The purchaser Agrees to pay interest on the outstanding balance at the rate of 2.5 % per month or at a maximum rates prescribed by law from time to time, whichever rate the higher.
4. .... Risk in the goods sold will pass to the purchaser on delivery. However, ownership therein shall only pass to the purchaser when the purchase price has been paid for in full. If LetMeRepair should become dissatisfied with the financial status of the purchaser, it shall be entitled, in its absolute discretion, without notice to the purchaser to:
  - 4.1 Cancel any agreement in respect of which the full purchase has not been paid;
  - 4.2 Recover possession of the goods to which any such agreements relate.
5. The purchaser agrees to adhere to the following goods returned policy:
  - 5.1 All goods returned must be granted quality control approval before credit will be considered.
  - 5.2 Short deliveries or goods damaged in transit must be reported to LetMeRepair within 48 hours of receipt.
  - 5.3 LetMeRepair reserves the right to accept the return of any goods in its absolute discretion.
6. The purchaser undertakes to notify LetMeRepair within seven days of any change in address.
7. All prices are subject to alteration without notice and orders will be executed at prices ruling at time of delivery. The prices on any price list issued by LetMeRepair from time to time only apply to the Republic of South Africa. All other countries are known as export countries and prices to these countries obtainable on request. Prices are based on circumstances prevailing at the date on which the contract is concluded with the purchaser and any price increase prior to the date of delivery of the goods occasioned as a consequence of legislation, the imposition of any taxes, levies and/or customs surcharges shall be for the account of the purchaser. The purchaser may not set off any claims, which it may have against LetMeRepair against any amounts due to LetMeRepair.
8. LetMeRepair will designate the carrier to be used to deliver the goods to the purchaser in which case responsibility will remain with LetMeRepair until a signed receipt of goods is obtained. Where however the purchaser designates that the goods be delivered by any other carrier, such costs will be for the purchaser's account. The carrier shall be deemed to be the purchaser's agent and LetMeRepair does not hold itself liable for goods, which are lost or damaged during transportation by that carrier. LetMeRepair responsibility for loss and damage during transportation ceases immediately upon having obtained a railage or carrier's receipt. In cases of loss or damage during transit, the purchaser should claim immediately upon the carrier.
9. Unless otherwise stated in any written guarantee given by LetMeRepair, the sale of all goods shall be free form conditions and warranties whether statutory under the common law or otherwise as to quality or fitness for any particular purpose. LetMeRepair shall not be responsible for injury to person or property arising out of the use or circumstances whatsoever for loss of profit or damages direct, or indirect, consequential or otherwise claimed by the purchaser as a result of goods supplied by LetMeRepair being defective or as a consequence of any delay in the delivery of such goods or non-delivery thereof or as a consequence of any advice of whatsoever nature given to the purchaser by any representative of LetMeRepair.
10. The purchaser undertake to pay all legal expenses incurred in connection with the recovery of any amounts due by it, including collection charges and legal costs on the scale as between attorney and own client.
11. The purchaser agrees that the street address set out overleaf shall constitute its domicilium citandi et executandi for all-purpose under this agreement whether in respect of court processor any other notices of whatsoever nature.
12. Should it be necessary for LetMeRepair to institute legal proceeding against the purchaser for the recovery of any amount due by it then, the purchaser hereby consents to the jurisdiction of the magistrates' court having jurisdiction in respect of the purchaser irrespective of the amount of such claim.
13. Where necessary, LetMeRepair reserves the right to make partial deliveries. Signature of LetMeRepair delivery note in respect of any goods shall continue prim fascia proof that the goods to which such delivery notes relates have been delivered in undamaged conditions and in all respect in accordance with the contract. The purchaser shall give LetMeRepair written notice of any deficiencies in the goods within seven days of delivery thereof. If the purchaser fails to give such notice to LetMeRepair, the purchaser shall be bound to accept and pay for such goods.
14. No waiver of or alternation to or modification of the terms and conditions set out herein shall be binding upon LetMeRepair unless contained in writing and signed by its Authorized officer. Oral quotations and the oral acceptance of any order will not be binding on LetMeRepair, which will only be bound by written quotations on LetMeRepair official documentation. LetMeRepair shall only be deemed to have accepted an order upon dispatch of the goods covered by that order.
15. LetMeRepair has the right to dispose of the products to defray expenses incurred if the purchaser fails to respond to 3 quote reminders or the elapse of 90 days from date of the first quote reminder. (excluding the time elapsed due to "waiting for parts" delays)
16. LetMeRepair shall not be liable for delays, nor the quote cancellation, caused by market shortage of / or missing components.
17. Quotes are valid for 14 days and are based on the initial fault diagnosis and may change upon further diagnoses during the repair process. The quote price may also change if the materials cost fluctuation for the ordered part exceeds 15% of the purchase price.
18. A quote assessment fee of R199,50 is payable by the purchaser to cover incurred expenses by LetMeRepair should the quote be rejected (The assessment fee does not include eventual pick up and return cost for units collected or returned by LetMeRepair. An additional pick up and delivery surcharge based on the size and weight of the product applies for all pick up and return services)
19. LetMeRepair shall not be liable for any Data, Software or Application Program loss during a repair process.
20. No relaxation or indulgence, which LetMeRepair may grant to the purchaser, shall constituted a waiver of its rights to enforce strict compliance with the terms of this contract.
21. The contract between the purchaser and LetMeRepair shall be governed by and construed in accordance with the laws of the Republic of South Africa.
22. A certificate signed by a director of LetMeRepair (whose appointment need not be proven) showing the amount due and owing by the purchaser to LetMeRepair at the time, shall be valid as a liquid document for the purpose of obtaining provisional sentence against the purchaser.
23. All prices quoted by LetMeRepair exclude VAT and any other duties or taxes levied by any competent authority.
24. Ownership of all advertising materials, logo trademarks and registered names shall at all times remain vested in LetMeRepair. The use of any of these devices by the purchasers is subject to the prior written approval of LetMeRepair.
25. No change from list or tender price or any discounts or product specifications will be accepted by LetMeRepair as a result of variations contained in the purchaser.

LetMeRepair CC  
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Bank Details:  
ABSA George  
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Branch Code 632005  
Swift Code ABSAZAJCPE

Managing Director: Uwe Dominick  
Director: Karl Dominick

Co.Reg Number: 2007/123128/23  
VAT number: 4150216697