

## **MARUMO TERMS AND CONDITIONS OF SALE**

### **1. Orders**

1.1 Numerical orders numbers must be quoted in all instances when dealing with the company.

1.2 The price charged by the company for each publication shall be its recommended retail price on the date that the order is processed, less the applicable discounts without notice.

1.3 The company may dispatch publications by its own transport and at its own expense. In the event the applicant requests a different mode of transport, such as overnight freight, the additional cost shall be borne by the applicant. All orders less than R1000.00 shall be subject to a delivery fee of R55.00 borne by customer.

### **2. Returns and Refunds**

2.1 All orders are firm sales unless otherwise agreed at the time order is placed. The company shall only accept returns under the following conditions;

2.2 Advance authorization for the returns has been obtained in writing from the company.

2.3 The publications are received by the company within six months of the date of statement relating to the supply of these publications.

2.4 In relation to out of print titles, no more than three calendar months should have elapsed since a notice advising that the publications are out of print has been posted by the company.

2.5 The applicant should supply proof that the company was the supplier of the publications, by way of copies of invoices, or relevant invoice numbers. If the anticipated returns exceed 10% of the net invoice value, a handling charge of 5% may be raised at the discretion of the company, on any returns exceeding this amount.

2.6 The publications returned are, in the opinion of the company, in mint condition. The company reserves thirty days from the receipt of the returned publications to determine condition.

2.7 Payment of the publications was made within the company's credit limits and terms with the applicant.

2.8 The full cost of freight paid in returning the publications is borne by the applicant.

2.9 A full credit will be passed for incorrectly supplied publications by the company, misbound or publications damaged in transit to the applicant.

2.10 No claim will be considered in respect to publications that are damaged, misbound or short-supplied, if the claim is not registered in writing with the company within seven (7) days of receipt of the publications by the applicant.

2.11 Any requests for refunds where applicable, shall be done in writing, and should comply with the following conditions;

- ❖ The request is made on a company letterhead.
- ❖ Letter confirming bank details of the company shall be submitted, bearing a bank stamp not older than 5 days.
- ❖ No refund claim shall be considered, unless the funds in question have been cleared by our bank.

### **3. Payments**

3.1 Unless otherwise agreed in writing, the applicant undertakes to make full payment within thirty days, from the date of statement for all account customers.

In the event of the applicant not paying any amount which is due, then any other amounts which are outstanding and not yet due, will immediately become due, and payable without further notice to the applicant.

3.2 The applicant nominates as their domicilium citandi et executandi the addresses reflected in Section A of this application for purpose of services of all processes, notices and related matters.

3.3 If any amount owing is not paid on the due date, then the Applicant shall be liable for interest at 2% above the prevailing prime overdraft interest rate, determined by ABSA Bank of SA, charged on the overdue amounts from the due date of payment.

3.4 Should the company instruct attorneys to collect any amount owing by the applicant, the applicant agrees that he/she/it will be liable for all costs, including all legal costs on the scale as between attorney and client, and collection commission may be charged in respect of the collection thereof.

3.5 The applicant and any surety for the obligations of the applicant, hereby consent in terms of Section 45 of the Magistrate's Court Act to the jurisdiction of the Magistrate's court having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount claimed may exceed its jurisdiction.

3.6 All disputes shall be settled according to the South African law.

3.7 The risk (relating to publications delivered) passes to the applicant on physical delivery to the delivery address stipulated by the applicant. Delivery shall be evidenced by a signed delivery note.

3.8 Notwithstanding the delivery and possession of any publications purchased, ownership of the publications shall remain vested in the company, until the purchase price thereof has been paid in full and received by the company.

3.9 It remains the responsibility of the applicant to inform the company in writing of any changes to the details/ information supplied herein.

3.10 The company reserves the right to change these conditions of sale, by giving written notice of such changes to the applicant.

3.11 In the event of the Applicant breaching any of the terms contained herein, and failing to remedy such a breach within forty eight (48) hours of receipt of the company's written notice calling upon the applicant to remedy such a breach, or should the applicant go into voluntary or compulsory liquidation (whether provisional or final), or become insolvent or call a meeting of its creditors or enter into any arrangement that may affect this agreement, then the company shall be entitled to cancel all orders placed with it without prejudice to any its rights to sue for, and recover any payments or monies due, or publications delivered, or damaged for breach of contract or otherwise howsoever.

3.12 No variation, addition, deletion, or agreed cancellation of these terms and conditions will be of any force or effect, unless they are in writing, and signed by, or on behalf of the company.

3.13 The applicant may not cede, delegate or assign any of its rights, obligations or both, in respect hereof, to any party without the prior written consent of the company.