



Print on demand

STANDARD TERMS AND CONDITIONS OF TRADE

1. The following definitions shall apply to these Terms and Conditions: (a) "Customer" means any person or entity referred to as such in any credit application, quote, sales order, tax invoice, delivery note of the Supplier; (b) "parties" means the Supplier, Customer and/or the Surety; (c) "products" means all and any products under the Jetline brand supplied by the Supplier to the Customer, pursuant to any credit application, quote, sales order, tax invoice, delivery note of the Supplier and these Terms and Conditions; (d) "services" means all and any services under the Jetline brand supplied by the Supplier to the Customer, pursuant to any credit application, quote, sales order, tax invoice, delivery note of the Supplier and these Terms and Conditions; (e) "Supplier" means any of the entities and/or franchisees within the Jetline Group, which provide products and/or services to Customers under the Jetline Brand; (f) "Surety" means any person who binds himself as a surety and co-principal debtor, as referred to in clause 4 below; (g) "Terms and Conditions" means the standard terms and conditions of trade as set out herein, which may be amended by the Supplier from time to time, and are available to the Customer upon request; alternatively may be freely accessed, viewed and/or downloaded by the Customer on the Supplier's following website address:
<https://www.jetline.co.za/standard-terms-and-conditions-of-trade/>
2. The Customer agrees that (a) these Terms and Conditions, read in conjunction with any approved and accepted credit application ("Credit Agreement"), quote, sales order, tax invoice, delivery note of the Supplier, represent the entire agreement between the Customer and the Supplier and that these Terms and Conditions may be amended by the Supplier from time to time; (b) these Terms and Conditions will govern all future contractual relationships between the parties, notwithstanding receipt of acknowledgement of the Customer's own order form or terms and conditions; (c) these Terms and Conditions are applicable to all existing agreements between the parties; (d) these Terms and Conditions are final and binding and are not subject to any suspensive or resolutive conditions; (e) any conflicting terms, conditions or alterations stipulated by the Customer are expressly excluded; (f) these Terms and Conditions supercede all previous terms, conditions or agreements between the parties without prejudice to any securities or guarantees held by the Supplier; and (g) these Terms and Conditions apply to all employees and subcontractors of the Supplier.
3. These Terms and Conditions shall become binding upon the parties either when a Customer's credit application has been approved and accepted by the Supplier; alternatively, where there is no such credit application, when a quote, sales order, tax invoice or delivery note has been submitted by the Supplier to the Customer.
4. The signatory to any credit application made to the Supplier shall (a) bind himself to the Supplier in his personal capacity as Surety for and as co-principal debtor together with the Customer, jointly and severally the one paying the other to be absolved, for the due and punctual performance of all and any obligations which the Customer may now have or have incurred and from time to time hereafter have or incur to the Supplier in terms of any quote, sales order, tax invoice, delivery note of the Supplier and the Credit Agreement reached between the Parties in the event of such credit application being approved and accepted by the Supplier, incorporating these Terms and Conditions; (b) renounce the benefits

of the legal exceptions "excussion", "division", "no value received", "errore calculi", "de duobus vel pluribus reis debendi" and "revision of accounts" with the force, meaning and effect of which he shall declare himself to be fully acquainted; and (c) agree to be personally bound to these Terms and Conditions, which will apply in the exact same way to him.

5. The Customer acknowledges that it does not rely upon any representations or warranties made by the Supplier regarding the products and services, or qualities thereof, leading up to these Terms and Conditions other than those contained in these Terms and Conditions. All specifications, price lists, performance figures, advertisements, brochures, and other technical data furnished by the Supplier in respect of its products or services, whether verbally or in writing, will not form part of these Terms and Conditions in any way; unless agreed to in writing by the Supplier.
6. The Customer agrees that neither the Supplier nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
7. All quotations will remain valid for a period of 15 days from the date of the quotation; unless otherwise stated on the quotation, or unless otherwise specified in writing by the Supplier.
8. Delivery and performance times quoted are estimates only and are not binding upon the Supplier.
9. All quotations are subject to the availability of input products or services and subject to correction of good faith errors made by the Supplier; and the prices quoted are subject to increases in the cost price, including currency fluctuations, to the Supplier before acceptance of the sales order.
10. In the event of the Customer disputing the amount of the cost increase in clause 9, the said amount may be certified by the Supplier's auditor who shall act as an expert valuator and not act as an arbitrator or quasi arbitrator. The Supplier's auditor shall be entitled to determine the manner in which and the time when submissions are to be made to him. The Supplier's auditor's certificate shall be final and binding upon the Customer and/or the Surety.
11. Notwithstanding the provisions of clause 2, all sales orders of the Supplier or any other contracts of sale, or agreed variations thereto, whether verbal or in writing, shall be binding upon the parties and subject to these Terms and Conditions in all respects. If there is any discrepancy between any provision of a sales order and any provision of these Terms and Conditions, then the provision contained in these Terms and Conditions shall prevail.
12. The Customer undertakes to retain copies of all electronic or image media furnished to the Supplier. Media altered by the Supplier immediately becomes the Supplier's sole property.
13. Proofs, pulls, samples, specimens, sketches, photographs or any representations, whether partial or total (collectively referred to as "proofs"), of the finished product may be submitted to the Customer for approval. Upon acceptance of such proofs by the Customer, or any employee of the Customer, the Supplier will not be liable for any errors contained in any approved proofs.
14. In the event of the Customer being unwilling to view and accept final proofs, the Customer will still be liable for the cost of the work produced.
15. The Customer will be liable for the costs incurred in the event of the alteration or variation of any proofs, at its request, other than the correction of Supplier's errors.
16. The Customer shall be required to pay for any preliminary work which is produced at its request, whether experimentally or otherwise.
17. Origination and preliminary work shall remain the property of the Supplier; unless otherwise agreed upon in writing, with the Customer.
18. Standing matter, originals and printer's materials of any kind may be distributed, effaced, or disposed of immediately after the sales order has been executed; unless written arrangements are made for the retention thereof. The Supplier may charge the Customer for storage at the Supplier's standard rates, prevailing from time to time, for any products retained.

19. The Customer acknowledges all copyrights and shall not duplicate the Supplier's copyrighted material. Each infringement attempt shall render the full value of the sales order of such infringement immediately payable by the Customer to the Supplier.
20. The Supplier reserves the right to withhold production of any material it deems unsuitable or unlawful, in its sole and absolute discretion. The Supplier reserves the right to edit, revise or reject any material it deems untruthful, objectionable, illegal or in conflict with fair business practices. The Customer remains liable for the cost of work produced in the event of the Supplier exercising these rights.
21. The Customer hereby indemnifies the Supplier against all and any claims, costs and expenses of whatsoever nature and howsoever arising out of the infringement of any copyright, patent, trademark, design, or any other intellectual proprietary rights by supplying products and/or services to the Customer; or the printing of any illegal or defamatory material.
22. It is the sole responsibility of the Customer to determine that the products or services ordered by it are suitable for the purposes of intended use. The Supplier gives no warranty, express or implied, concerning the suitability of the products supplied or the services ordered, for any purposes whatsoever.
23. The Supplier reserves the right, in its sole and absolute discretion, to provide alternative products at the prevailing prices to those ordered by the Customer, should those products have been superceded, replaced or otherwise become unavailable.
24. Products are sold voetstoots with no warranty against latent defects. All other guarantees, including common law or otherwise guarantees, are hereby specifically excluded.
25. Liability under clause 24 is restricted to the cost of repair or replacement of faulty products or cost of the services or granting of a discount, at the sole and absolute discretion of the Supplier.
26. The Supplier shall not be required to work to tolerances closer than those applicable to the materials obtained by it in the ordinary course of trade or supplied to it by the Customer. The Supplier shall not be held liable for any variations in the standard, quality, and performance of such materials.
27. The Supplier shall not be liable for any defects resulting from it being required to expedite delivery ahead of the time needed for the proper production of a sales order.
28. The Supplier shall not be responsible for imperfections in the products due to defects in, or the unsuitability of material or equipment not supplied by the Supplier. Extra costs incurred through the use of defective materials or equipment supplied, shall be for the Customer's account.
29. The Customer agrees to pay all costs and/or disbursements resulting from any acts, omissions or requests of the Customer pertaining to suspension of work, modification of requirements, reprints, failure or delay in giving particulars required to enable work to proceed on schedule, or requirements that work be completed earlier than previously agreed.
30. The Supplier shall not be responsible for Customer's material, which may be wasted in the course of production.
31. Customer's property and property supplied by the Customer to the Supplier will be retained by the Supplier, at the Customer's sole risk.
32. The Supplier shall not under any circumstances whatsoever, be liable for any damage arising from any misuse, abuse or neglect of products or services.
33. Any sales order is subject to cancellation by the Supplier, due to acts of God, or from any causes of whatsoever nature beyond the control of the Supplier, which precludes the effective performance by the Supplier of any part(s) thereof; including but not limited to: inability to secure labour, power, materials or supplies, or by reason of an act of God, vis major, war, civil disturbance, riot, state of emergency, strike, lockout or other labour disputes, natural disaster, fire, flood, drought, pandemic, lock down or legislation.

34. Delivery of products or services to the Customer shall take place at the place of business of the Supplier.
35. The completed product will be dispatched to; or must be collected by the Customer when ready and the Customer shall not delay or refuse to take delivery.
36. The Customer agrees that an over-supply or under-supply, not in excess of 10% (ten percent) of the products ordered, may be produced and supplied, and that it shall be liable for payment of all quantities so produced and supplied.
37. The Supplier shall be entitled in its sole and absolute discretion to split the delivery or performance of the products or services ordered in the quantities and on the dates it decides, in its sole and absolute discretion.
38. The Supplier shall be entitled to render a tax invoice for each delivery or performance separately, as and when executed.
39. The Customer agrees to establish, immediately upon delivery, that the products and services appearing on the Supplier's sales order, tax invoice, delivery note correctly represents the products or services, the prices agreed to and are free of any defects.
40. Where products or services are delivered prior to the issue of a tax invoice, the Customer agrees to, immediately upon receipt of the tax invoice, establish that it correctly represents the delivered products or services and the prices agreed to.
41. The Customer hereby confirms that the products or services detailed on the tax invoice issued, duly represent the products or services ordered by the Customer, at the prices agreed to by the Customer and, where delivery/performance has already taken place, that the products or services were inspected and that the Customer is satisfied that same conform in all material respects to the quality and quantity ordered and are free from any defects.
42. Any delivery note, tax invoice or waybill (copy or original) signed by the Customer, or a third party engaged to transport the products, and held by the Supplier, shall be conclusive proof that delivery of the products was made to the Customer.
43. The Customer shall return any defective movable products to the premises of the Supplier at the Customer's sole risk and expense and packed in the original or suitable packaging.
44. Claims under these Terms and Conditions shall only be valid if the Customer has, within a period of 3 days of an alleged breach hereof or receipt of a defective product occurring, given the Supplier 30 days written notice to rectify any breach hereof or defective product.
45. To be valid, claims must be supported by the original tax invoice.
46. If the Supplier agrees to engage a third party to transport products on the Customer's behalf, it does so on terms deemed fit by the Supplier, in its sole and absolute discretion. The Customer indemnifies the Supplier against any claims arising from such agreement.
47. The risk of damage to, or destruction or theft of the products shall pass to the Customer on the date of delivery thereof, which shall occur once the products have been collected by the Customer at the Supplier's premises; alternatively once the products have been loaded onto a delivery vehicle at the Supplier's premises. The Customer undertakes to comprehensively insure the products, from the aforesaid date of delivery, until paid for in full. The Supplier may recover proceeds from the Customer for products insured on the Customer's behalf. The Customer undertakes to note the Supplier's interests regarding the products on the policy of insurance.
48. All products supplied by the Supplier remain the property of the Supplier until such products have been fully paid for, whether such products are attached to other property or not.
49. The Customer agrees that the amount contained in a tax invoice issued by the Supplier shall be due, unconditionally (a) cash on order, or (b) if the Customer is a credit approved Customer, then within the granted credit period as specified on the Supplier's credit application, or not later than the end of the month in which a tax invoice has been issued by the Supplier.

50. The Customer agrees to pay the full amount on the tax invoice into the Supplier's banking account, or at the business address of the Supplier, or at such other place that the Supplier may designate in writing, from time to time.
51. The risk of payment by electronic funds transfer, rests in all respects, with the Customer.
52. The Customer has no right to withhold payment for any reason whatsoever and agrees that any extension of time given for payment shall be valid only if reduced to writing and signed by the Customer and a duly authorised representative of the Supplier.
53. The Customer is not entitled to set off any amount due to the Customer by the Supplier against its indebtedness to the Supplier.
54. All discounts shall be forfeited if payment in full is not made on the due date(s) therefor.
55. The Customer and the Surety agree that the amount due and payable to the Supplier may be determined and proven by a certificate issued and signed by the Supplier's auditor, which certificate shall be final and binding on the Customer and/or the Surety. The provisions relating to the Supplier's auditor referred to in clause 10 shall apply, mutatis mutandis, to the provisions of this clause.
56. Any printout of computer evidence tendered by any party shall be admissible evidence and the parties shall not object to the admissibility of such evidence purely on grounds that such evidence is computer evidence; or that the requirements of the Computer Evidence Act No.57 of 1983 have not been met.
57. The Customer agrees that if an account is not settled in full (a) against a sales order; or (b) within the period referred to in clause 49 in the case of a credit approved Customer, the Supplier is entitled to (i) immediately institute action against the Customer and/or the Surety at the sole cost and expense of the Customer and/or the Surety, or (ii) cancel any agreement reached pursuant to these Terms and Conditions and take possession of any products delivered to the Customer and claim damages, or (iii) in its sole and absolute discretion, refer the dispute to the Supplier's auditors whose decision will be final and binding upon all the parties. These remedies are without prejudice to any other rights the Supplier may be entitled to in terms of these Terms and Conditions, or in law. The Supplier reserves its right to immediately stop supplying products and/or providing services to the Customer, upon cancellation of any agreement reached pursuant to these Terms and Conditions or on non-payment.
58. In the event of cancellation of any agreement entered into pursuant to these Terms and Conditions, the Supplier is entitled to cease producing any unmade balance of a sales order, and to recover any loss sustained thereby from the Customer.
59. A credit approved Customer will forthwith lose any granted approval of credit where payment is not made in accordance with clause 49 and all amounts then outstanding shall immediately become due, owing, and payable to the Supplier.
60. The Customer agrees that interest shall be payable to the Supplier at the maximum legal interest rate prescribed in terms of the National Credit Act No.34 of 2005 on any amounts in arrears, and that interest shall be calculated daily and compounded monthly.
61. The Customer and the Surety shall be liable jointly and severally to the Supplier for all legal expenses incurred by the Supplier on the attorney-and-own client scale in the event of (a) any default by the Customer or (b) any litigation in regard to the breach, validity, or enforceability of these Terms and Conditions. The Customer and the Surety shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that the Supplier may demand.
62. The Customer shall pay R50,000.00 into Court or furnish security in lieu of costs, in the event of any action being instituted by or against the Customer.
63. The Customer agrees that the Supplier will not be required to furnish security in terms of Rule 62 of the Rules of the Magistrate's Court; or in terms of Rule 47 of the Rules of the High Court, as amended.

64. The Customer irrevocably authorizes the Supplier to enter its premises to repossess any products delivered, but not yet paid for, without a Court Order, and indemnifies the Supplier completely against any damage of whatsoever nature and howsoever arising, relating to the removal of any such repossessed products.
65. The Customer is not entitled to sell or dispose of any products unpaid for without the prior written consent of the Supplier. The Customer shall not allow the products to become encumbered in any manner or form prior to the full payment therefore and shall advise third parties (including but not limited to its landlord) of the rights of the Supplier in the products.
66. Any products delivered to the Supplier shall serve as a pledge by the Customer in favour of the Supplier for present and past debts of the Customer to the Supplier and the Supplier shall be entitled to retain or realize such pledged products as it deems expedient at the value as determined in clause 76. The sworn or realized value of pledged products will be offset against the Customer's debts towards the Supplier and any excess balance will be paid to the Customer.
67. The Supplier is entitled to exercise a lien over any of the Customer's property in its possession until all outstanding debts have been paid in full.
68. The Customer hereby cedes and assigns unto and in favour of the Supplier all its rights, title and interest in and to all debts which are now, or which may in future, become owing to it by any party or parties, as security for the payment by it of all amounts which are now or may from time to time in the future, become owing by it to the Supplier from any cause of indebtedness howsoever arising. The Customer agrees that on request by the Supplier, it shall be obliged to hand over to the Supplier all books of account, financials, contracts, documents, and the like, which the Supplier may require for the purpose of ascertaining the amounts due to it and for the purposes of recovering same.
69. If any products supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*), the Customer shall be obliged on notice of cancellation of any sales order/ agreement pursuant to these Terms and Conditions to retransfer ownership of the same quantity and type of products to the Supplier.
70. The Customer, or any agent acting on its behalf, or at whose instance any services are rendered, hereby indemnifies the Supplier and all of its employees against any liability which the Supplier may incur to any other person as a result of the production of any material produced.
71. The Customer agrees to the standard rates of the Supplier for any products supplied or services rendered, from time to time which standard rates may be obtained by the Customer upon request.
72. Any document shall be deemed duly presented to and accepted by the Customer (a) within 3 days of prepaid registered mail to the Customer, or to the Customer's registered, business or postal addresses or to the personal address of any director, member or owner of the Customer or the Surety; or (b) within 24 hours of being faxed to any of the Customer's fax numbers, or any director's, member's, owner's or the Surety's fax numbers; or (c) within 24 hours of being e-mailed to any of the Customer's e-mail addresses, or any director's, member's, owner's or the Surety's e-mail addresses; or (d) on being delivered by hand to the Customer or any director, member or owner of the Customer or the Surety, or (e) within 48 hours if sent by overnight courier, and (f) within 7 days of being sent by surface mail.
73. Any sales order is subject to cancellation by the Supplier if the Customer breaches any of these Terms and Conditions, as determined by the Supplier in its sole and absolute discretion, or makes any attempt of compromise, liquidation, sequestration, termination or if judgment is recorded against the Customer or any of its principals and steps are not immediately taken to rescind the said judgment within a period of 5 days of it becoming aware thereof.
74. The Customer agrees that the Supplier will be immediately and irrevocably released from any contractual damages and penalty obligations should any event as set out in clauses 33 or 73 occur.
75. In the event of the Customer being in arrears with any payment owed to the Supplier or in breach of any term of these Terms and Conditions the Supplier shall be entitled to cancel all sales orders, with immediate effect.

76. In the event of cancellation of any sales order/agreement entered into pursuant to these Terms and Conditions, the Customer shall be liable to pay (a) the difference between the selling price and the value of the products at the time of repossession and (b) all other costs incurred in the repossession of the products. The value of repossessed or retained pledged products shall be deemed to be the value placed upon them by any sworn valuator appointed by the Supplier after such repossession, and such valuation shall be conclusive proof of the value thereof. If the products are not recovered for any reason whatsoever, the value thereof shall be deemed to be nil.
77. The Customer agrees that any indulgence of whatsoever nature and howsoever arising, granted by the Supplier will not affect these Terms and Conditions or any of the rights of the Supplier in terms hereof and any such indulgence shall not constitute a waiver by the Supplier in respect of any of its rights herein. The Supplier will not be precluded nor estopped from exercising its rights in terms of these Terms and Conditions under any circumstances whatsoever.
78. The Supplier shall not be held liable towards the Customer for any direct, indirect or consequential damages including loss of profits or for any delictual liability, of whatsoever nature and howsoever arising.
79. The Customer's / Surety's chosen address for legal execution (domicilium citandi et executandi), shall be the Customer's registered, or physical, or business address, or the physical addresses of any director (in the case of a company), member (in the case of a close corporation) or of the owner(s) of the Customer.
80. The Customer undertakes to inform the Supplier, in writing, within 7 days of any change of director, member or owner or its address, or on 14 days written notice prior to selling or alienating the Customer's business. Failure to do so will constitute a material breach of any sales order/agreement entered into pursuant to these Terms and Conditions. Upon receipt of such written notification, the Supplier reserves the right, in its sole and absolute discretion, to withdraw any credit facility advanced to the Customer.
81. The invalidity of any part of these Terms and Conditions shall not affect the validity of any other part.
82. In these Terms and Conditions any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other genders and vice versa.
83. The Customer hereby consents that the Supplier shall, notwithstanding the amount being claimed, have the right to institute any legal action against the Customer, out of either the Magistrate's Court or the High Court having jurisdiction, in the Supplier's sole and absolute discretion.
84. These Terms and Conditions and their interpretation are subject to South African Law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 83.
85. The Customer hereby consents to the storage and use by the Supplier, in accordance with the provisions of the Protection of Personal Information Act No.4 of 2013 ("POPI"), of (a) the personal information that it has provided or provides to the Supplier for establishing its credit rating, and (b) the subsequent conduct of the Customer's account and to the Supplier disclosing such information to credit control companies, banks, bureaus and other institutions involved in rating credit.
86. Each party shall diligently protect the other's personal information, in accordance with the provisions of POPI.
87. The Customer agrees that the Supplier will not be held liable for the good faith disclosure of any personal information to such a third party and that further specific consent need not be obtained for the transfer of such personal information to such a third party.
88. The Parties agree that upon the termination of any sales order/agreement entered into pursuant to these Terms and Conditions, the Supplier and any of its sub-contractors shall, at the election of the Customer, return all documentation containing personal information together with any copies thereof to the Customer; alternatively destroy all such personal information in a manner approved by the Customer and thereafter certify to the Customer that it has done so; unless legislation imposed upon the Supplier prevents it from returning or destroying all or part of the personal information.

In such circumstances, the Supplier warrants to the Customer that it will indefinitely guarantee the confidentiality of the personal information and will not actively process, as defined in POPI, the personal information any further. The Customer shall have the right to request the Supplier to sign such other documents and/or agreements that the Customer may deem necessary to ensure compliance with, inter alia, the provisions of POPI. The provisions of this clause shall survive the termination of any such agreement reached between the parties pursuant to these Terms and Conditions.

89. The Supplier's POPI Privacy Policy, as amended from time to time, is available to the Customer upon request; alternatively may be freely accessed, viewed and/or downloaded on the Supplier's following website address:

<https://www.jetline.co.za/jetline-popi-act-privacy-policy/>