2.2 A valid and binding agreement between LEAD and the Customer on the terms set out in this Agreement shall come into existence at the time and place where LEAD accepts the Order.

1.1 Agreement: this agreement;

1.7 Instructions: the installation, operation and preventative maintenance of the Goods and/or the repairs of goods supplied by LEAD;

1.13 Order: a written official order for Goods and services placed by the Customer with LEAD;

2.1 LEAD may accept or reject any Order placed by the Customer. Each Order accepted by LEAD shall create a separate agreement. Notwithstanding the foregoing, the breach of any one such agreement shall, at LEAD's election, constitute a breach of all of any such agreements.

2.3 Order: a written official order for Goods and services placed by the Customer with LEAD.

4.6 Time shall not be of the essence of any contract of sale between LEAD and the Customer, and/or date.

4.3 Timeous receipt by LEAD of any designs and specifications that may be required from the Customer to the Customer at the Customer's sole costs which costs include but are not limited to machine moving and rigging.

2.2 A valid and binding agreement on the terms set out in this Agreement shall come into existence at the time and place where LEAD accepts the Order. The Customer accepts that the supply of goods and services by LEAD is done solely on LEAD's terms and conditions. Accordingly, no other terms and conditions of the Customer shall be of any force and effect.

4.6 Any service under the specified Warranties shall only be carried out if the specified Warranties have been produced and duly completed and sent to LEAD as provided for in the Specified Warranty, as described in 8.4 below.

2.3 Each Order accepted by LEAD shall create a separate agreement. Notwithstanding the forenamed, the breach of any one such agreement shall, at LEAD's election, constitute a breach of any of all such agreements.

5.1 Ownership in the Goods shall pass to the Customer upon the payment in full of the Purchase Price.

5.2 The availability of goods (the Customer must check with the relevant sales person, the availability of stock at time of Order). Serial equipment is generally ex-stock.

5.3 Credit facilities may be withdrawn by LEAD at its sole discretion at any time without prior notice to the Customer. LEAD strictly reserves its rights to review the extent, nature and duration of such facilities at all times.

8. WARRANTIES/ GUARANTEES

8.1 In addition to any statutory guarantee to which a CPA Customer may be entitled, LEAD provides to the Customer the Specified Warranties, which differ, depending on the type of Goods sold by LEAD to the Customer.

8.2 In the event of Goods supplied by a domestic/single household usage customers are afforded a Warranty which is limited to the supply of parts only. Warranties are applicable only in cases where the work (installation and commissioning) is carried out on the Goods by a suitably qualified employee of LEAD or its authorised agent. Any parts supplied to the Customer under the Warranty shall be subject to the Customer returning the defective parts to LEAD. Parts that are faulty due to customer negligence, abuse, misuse etc. will be charged for. All travel (limited to a 50km radius), call out and labour charges shall be included in such Warranty. Any non-returns, whether being within the relevant time period for the Specified Warranty, as described in 8.4 below.

8.3 Unless otherwise agreed to in the Order, the specified Warranties will remain in effect from date of delivery of the Goods until the end of the period of the specified Warranty.

8.4 The relevant time periods for the specified Warranties are as follows:

- Speedqueen
- 1 to 2 Years + additional period as specified in brochure/product manuals
- Hitachi
- 2 Years
- Inset
- 2Years

8.5 The specified Warranties do not apply, and LEAD shall not be liable to the Customer, in the following circumstance:

- where the recommended service and maintenance procedures are not followed;
- for any damage to or malfunction of the Goods arising from any cause whatsoever (other than negligence or gross negligence) and/or failure to use the Goods in accordance with the Instructions;
- for any consequential damages of the Customer arising from any defect in material or workmanship of the Goods or the gross negligence or wilful and willful conduct of the Customer;
- for any damages or losses of whatsoever nature, including consequential loss, arising out of any cause whatsoever including, without being limited to, death or personal injury to the Customer, prison, destruction or loss of property or any other property belonging to the Customer arising from any cause whatsoever, other than as a result of the gross negligence of LEAD and the Other Protected Parties.

8.5.2.6 transportation damage to the Goods after delivery of the Goods to the Customer;

8.5.2.5 improper installation of the Goods;

8.5.2.4 failure to use the Goods in accordance with the Instructions;

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 for any consequential damages of the Customer arising from any defect in material or workmanship of the Goods or any other property belonging to the Customer, as a result of a defect in material or workmanship of the Goods or the gross negligence of LEAD including, but not limited to:

8.5.2.1 for any damage to or malfunction of the Goods arising from any cause whatsoever (other than negligence or gross negligence) and/or failure to use the Goods in accordance with the Instructions;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;

8.5.2.2 failure to use the Goods in accordance with the Instructions;

8.5.2.1 customer negligence and willful and willful conduct of the Customer;

8.5.2.0 misuse of the Goods (domestic single household use only);

8.5.2.3 failure to use the Goods in accordance with the Instructions;
12. BREACH BY THE CUSTOMER

12.1 If the Customer breaches any provision of this Agreement and fails to rectify such breach within 5 days of receipt of a written notice delivered to it by LEAD, calling upon the Customer to rectify such breach, or

12.2 being a natural person commits any act of insolvency or assigns, surrenders or attempts to assign or surrender his/her estate; or

12.3 allows a default judgment to remain unsatisfied for a period of 7 days or be refused rescission within 14 days of any default judgment; or

12.4 is sequestrated, or placed under business rescue, or wound up, whether provisionally or finally; or

12.5 compromises with any of its creditor/s or endeavors to attempt to do so, then and upon the occurrence of any of these events (all of which are deemed to be material) LEAD shall be entitled at its election, to seek specific performance of the Customer’s obligations in terms of this Agreement, or to cancel this Agreement, in either instance without prejudice to LEAD’s right to claim such damages as it may have suffered by reason of such breach.

13. ADMISSIBILITY OF DATA MESSAGES

Subject to the provisions of 14:

13.1 The parties agree that they may conclude binding agreements by means of Data Messages and that a requirement in this Agreement that a notice, Order or other document be in writing shall be satisfied if such notice, Order or other document is:

13.1.1 in the form of a Data Message; and

13.1.2 accessible in a manner useable for subsequent reference (including without limitation, a hard copy print out thereof).

13.2 Information and Data Messages shall not be denied legal effect, validity or enforceable solely on the grounds that same are wholly or partly in electronic form.

13.3 Information shall not be denied legal effect, validity or enforceable solely on the grounds that it is not contained in the Data Messages purporting to give rise to such legal effect, but merely referred to in such Data Message.

13.4 No information shall be deemed to be incorporated into a Data Message unless such information is referred to in a way in which a reasonable person would have noticed the reference and incorporation of such information, and such information is made accessible to the other party in a form in which it may be read, stored and retrieved by the other party on request.

14. NOTICES AND DOMICILIUM

The parties choose as their domicilium citandi et execudandum ("Domicilium") for all purposes their address as stated in the Order. Either party may change its Domicilium by giving notice in writing to the other party. Any notice to a party’s Domicilium shall be in writing and shall be deemed to have been received on the 7th day after the date of posting, if sent by prepaid registered post, or on the date of delivery or transmission if delivered by hand, transmitted by facsimile or electronic transmission. Notwithstanding the aforesaid, any notice (or other statement of LEAD which is of particular interest to a CPA Customer) shall only be deemed to have been received by such CPA Customer if such notice has been sent by prepaid registered post (and not by any other means).

15. FORCE MAJEURE

Neither party hereto shall have any liability by reason of failure to fulfil any obligations in terms of this Agreement if such failure is occasioned by force majeure including, but not limited to, events such as acts of God, fire, accident, government act, explosion, industrial dispute or any other act, omission or event beyond the reasonable control of such party. The parties agree that, in the event that force majeure occurs as contemplated herein, the duration of the parties obligations to each other, shall be extended by the period for which such force majeure continues. However, should force majeure last more than four (4) months, the Party who has not claimed force majeure may terminate the agreement on written notice to that effect.

16. RESTRAINT

The Customer agrees not to solicit any employee of LEAD for the purposes of offering employment to such employee or seeking services from the employee in his/her private capacity, and in the event of such incident reported to LEAD shall entitle LEAD to terminate any agreement with the Customer forthwith and further pursue a claim for damages, notwithstanding any other rights and remedies that are available to LEAD.

17. GENERAL

17.1 Entire Agreement: This Agreement constitutes the sole agreement applicable to the supply of Goods and services by LEAD and no agreement sought to be imposed by the Customer shall be of any force or effect.

17.2 Interpretation: If there is a conflict between this Agreement and any Order or any other correspondence relating to any Order then the terms of this Agreement shall prevail, unless expressly provided otherwise. The clause headings in this Agreement are intended for convenience only and shall not affect the construction or interpretation of this Agreement. The doctrine of contra proferentem rule shall be excluded from the application and interpretation of this agreement.

17.3 Variation: No amendment or modification to this Agreement shall be effective unless in writing and signed by an authorized representative of LEAD.

17.4 Waiver: No relaxation or indulgence granted or given by LEAD to the Customer or failure by LEAD to exercise any right shall be deemed to be a waiver of any of LEAD’s rights in terms of this Agreement and such relaxation or indulgence shall not be deemed to be novation of any of the terms of this Agreement.

17.5 Applicable Law & Jurisdiction: This Agreement shall be governed and construed according to the laws of the Republic of South Africa. The Customer hereby consents and submits to the jurisdiction of the Magistrate’s Court having jurisdiction of LEAD’s offices situated at 16 Pearson Road, Foundersview North, Modderfontein, Gauteng in respect of all proceedings in connection with this Agreement notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction. In any event LEAD shall be entitled, at its option, to institute any proceedings in connection with this Agreement against the Customer in any other court of competent jurisdiction.

17.6 Severance: If any provision of this Agreement, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereto.

17.7 Legal costs: In the event LEAD instructs an attorney and/or institutes legal action against the Customer for any reason arising out of this agreement, then the Customer shall be liable for LEAD’s costs on an attorney and own client scale up to and including but not limited to tracing costs, interest and collection commission. All payments made by the Customer shall finally be allocated towards such fees and disbursements, thereafter to interest and finally to the capital.

17.8 Warranty of authority: Customer warrants that the person who places the Order with LEAD is duly authorised to place the Order on behalf of Customer.