

CATERMARKET (PTY) LTD – TERMS AND CONDITIONS OF ONLINE SALE

These terms and conditions govern CATERMARKET (PTY) LTD's rights and obligations when you purchase catering, refrigeration and food service Equipment including parts and components associated therewith. Each and every purchase shall be subject to the terms and conditions set out below which must be carefully read. These terms and conditions shall take precedence over any terms and conditions which may be contained in any other documentation provided by CATERMARKET (PTY) LTD.

1. Definitions

1.1. In these Terms and Conditions, the following words shall have the meanings assigned to them hereunder:-

1.1.1. "BTU" means British Thermal Unit;

1.1.2. "Business Day" means any day other than a Saturday, Sunday or an official public holiday in South Africa;

1.1.3. "CaterMarket" means CaterMarket (Pty) Ltd (Registration number: 2016/056426/07), a private company duly incorporated in accordance with the laws of South Africa;

1.1.4. "Customer" means a Consumer in terms of the Consumer Protection Act 68 of 2008 and the end-user who purchases Goods from CaterMarket.

1.1.5. "Customer code" means a unique identifier code assigned to Customers by CaterMarket;

1.1.6. "Customer" means a person or entity purchasing Goods from CaterMarket.

1.1.7. "Goods" means the catering, refrigeration and food service equipment including parts and components associated therewith, offered for sale by CaterMarket to the Customer;

1.1.8. "Handling Fee" means the fee charged to cover the administrative and operational costs associated with processing and managing the Customer's cancellation request;

1.1.9. "Invoice" means the document issued by CaterMarket in respect of the Sales Order, which serves to confirm that the Goods have been delivered to or collected by the Customer, specifying an invoice number, invoice date, purchase order number, product codes and descriptions, serial numbers of the Goods and prices, and which serves to confirm receipt of payment by Customer.

s;1.1.10. "LPGSA" means the Liquefied Petroleum Gas Association of South Africa;

1.1.11. "Outlying Area" means a delivery address in respect of a purchase order which falls outside a 60km radius of a warehouse;

1.1.12. "Purchase Order" means the written request for the purchase of Goods issued by the Customer to CaterMarket, setting out the amount, quantities, requirements and delivery request in respect of the Goods;

1.1.13. "Purchase Order Number" means a number identifying an order placed by the Customer;

1.1.14. "Reference Number" means the unique workshop instruction number issued by CaterMarket when a Customer logs a call to report that Goods have failed, which number is subsequently sent to the dedicated technician to attend to such failure;

1.1.15. "Sales Order" means the document issued by CaterMarket which serves to confirm the details and price of the Goods specified on the Purchase Order received by CaterMarket from the Customer, requesting payment from the Customer for the Goods requested on the Purchase Order;

1.1.16. "SANS 1237" means the standard for Single-stage regulators for liquefied petroleum gas;

1.1.17. "Statement" means a document issued by CaterMarket setting out the amounts owing to CaterMarket by the Customer;

1.1.18. "VAT" refers to Value Added Tax as levied in terms of the VAT Act, no. 89 of 1991, as amended;

1.1.19. "Warehouse" means one of the three official warehouses of CaterMarket with addresses as set out in clause 4.3.1.1.

2. Purchase and Supply of Goods

2.1. All purchases must be confirmed with a Purchase Order.

2.2. CaterMarket will issue a Sales Order to the Customer, after receipt of a Purchase Order, to confirm stock availability and prices of the Goods.

2.3. CaterMarket makes no representations regarding the availability of stock.

2.4. CaterMarket shall at all times endeavour to supply Goods that are in a good condition, safe and fit for the purpose for which such Goods are purchased.

2.5. Should the Customer cancel a Purchaser Order, CaterMarket reserves the right to charge a Handling Fee of 15% of the invoiced value of the Goods returned to CaterMarket.

3. Pricelists and Payments for Online Sales:

Pricelists:

3.1 All prices listed on CaterMarket's online platform and any quoted prices for Goods exclude VAT and, where applicable, delivery costs.

3.2 CaterMarket retains the right to adjust its pricelist without prior notice.

Payments:

To ensure clarity and transparency in CaterMarket's online payment procedures, here are the payment terms for customers:

3.3 For all online customers:

3.3.1 Payment must be made in full before delivery of Goods.

- Verification of bank account details with CaterMarket's accounts department is necessary prior to payment.
- All payments must reference the Customer Code.
- Payment confirmations should be promptly emailed to: debtors@catermarket.co.za.

3.3.2 Goods will only be delivered once full payment has been received and reflects in CaterMarket's bank account or confirmation of payment has been received from our online payment partners.

3.3.3 Goods will not be reserved until full payment/confirmation is received and cleared.

3.3.4 For assistance with payments or any inquiries, Customers can reach out to CaterMarket's accounting department at (021) 949 7325 or via email at debtors@catermarket.co.za. Delivery and/or collections

4.1. CaterMarket operates between the hours of 08:00 – 16:30 on weekdays. Deliveries and collections shall occur strictly during these hours.

4.2. Delivery Procedures:

4.2.1. Prior to delivery, customers will receive an Invoice detailing their order.

- The customer or an authorized representative must acknowledge receipt of the Goods by signing the Invoice.
- Before signing, the customer must ensure that all details on the Invoice match the received Goods.
- Unless noted otherwise on the proof of delivery, the Goods are considered accepted and in good condition upon receipt.

4.3. Delivery Timeframes:

4.3.1. For deliveries within a 60km radius of a Warehouse, Goods will be delivered within 48 hours of the order.

Warehouse locations:

- Western Cape: Unit 7, Radnar Industrial Park, 21 Radnar Street, Parow Industrial, Cape Town.
- Gauteng: 11 Milano Close, Cosmo Business Park, Cosmo City Ext 11, Johannesburg.

4.3.2. For deliveries in Outlying Areas, Goods will be delivered within 3-5 Business Days of order placement.

4.3.3. Customers can opt for courier delivery, with Goods available for collection from a Warehouse within 48 hours of order placement.

4.3.4. Free delivery is offered for purchases, subject to a minimum order value of R5000.00 for outlying areas. Otherwise, a travelling charge per kilometre may apply.

4.3.5. While CaterMarket endeavors to meet delivery timelines, occasional delays may occur due to factors beyond its control, such as courier availability or stock availability.

4.4. Collections and Risk:

4.4.1. Third-party collections must be arranged in advance with CaterMarket and require proper identification and proof of purchase.

4.4.2. Customers in urgent need are encouraged to collect Goods directly from CaterMarket's warehouse.

4.5. Liability:

CaterMarket is not liable for any loss or damages to Goods caused by third-party transport or courier companies, even if acting upon CaterMarket's instructions.

5. Returns Policy

5.1. Return of unused Goods

5.1.1. The Customer may return unused Goods to CaterMarket in exchange for credit (and/or refund if requested) subject to 5.1.4 to 5.1.7, provided the Goods are:

5.1.1.1. Unused;

5.1.1.2. Enclosed in its original packaging complete with relevant manuals, warranty cards, spare parts and any other accessories provided in the packaging; and

5.1.1.3. Accompanied with CaterMarket's Invoice or copy thereof.

5.1.2. Should the Customer wish to return the unused Goods, the Customer must notify CaterMarket thereof, in writing, within 14 (fourteen) Business Days from date of Invoice.

5.1.3. The Customer is responsible for the costs associated with the return of the unused Goods to CaterMarket's warehouse.

5.1.4. CaterMarket reserves the right to impose a 15% Handling Fee on the invoiced value of the returned unused Goods.

5.1.5. CaterMarket shall inspect all returned unused Goods and may, in its sole and unfettered, discretion elect whether or not the Customer will be credited for the unused Goods (i.e. issue a credit note).

5.1.6. CaterMarket may refuse to credit the Customer's account for returned unused Goods if:

5.1.6.1. The returned unused Goods do not comply with clauses 5.1.1.1, 5.1.1.2 and 5.1.1.3;

5.1.6.2. The unused Goods are affixed with counterfeited labels or labels that have been tampered with;

5.1.6.3. The standard certification labels have been removed from the unused Goods;

5.1.6.4. The unused Goods have been modified, personalised and/or customised;

5.1.6.5. The serial number/s on the returned unused Goods do not match the serial numbers reflected on the packaging and/or Invoice.

5.1.6.6. Electrical and gas parts and components are non-returnable after purchase.

5.2. Return of damaged and/or defective Goods

5.2.1. Goods which are damaged and/or defective may be returned by the Customer to CaterMarket for credit and/or a replacement, subject to the clauses below:

5.2.1.1. The damage must have occurred prior to delivery of the Goods;

5.2.1.2. The Customer is required to provide written notice to CaterMarket notifying CaterMarket that the Goods are damaged and/or defective Within 24 (twenty-four) hours of delivery;

5.2.1.3. The damaged and/or defective Goods must be returned to CaterMarket's warehouse within 48 (forty-eight) hours after notifying CaterMarket;

5.2.2. CaterMarket shall inspect all returned Goods and may in its sole and unfettered discretion determine whether or not to credit the Customer or replace the Goods.

5.2.3. In order to justify the return of the Goods, the Goods must be materially defective excluding minor scratches, dents, marks or defects which do not affect the usage and/or enjoyment of the Goods.

6. Warranty

6.1. When does the warranty apply?

6.1.1. CaterMarket offers a 1 (one) year warranty on all electrical and gas Goods from the date of sale by Catermarket to the Customer.

6.1.2. The warranty covers all parts, labour and travelling costs within a 60km radius from CaterMarket's warehouses listed in clause 4.3.1

6.1.2.1. Warranty repairs in an Outlying Area shall be subject to a travelling charge per kilometre as determined by CaterMarket and charged to the Customer.

6.1.3. For the warranty to apply, the Goods must be installed by a qualified technician registered with an accredited gas or electrical body.

6.1.4. The Customer must, for the warranty to apply, take due care and attention in the installation, use and maintenance of the Goods.

6.1.5. Warranty terms relevant to gas components and parts ("Gas Goods"):

6.1.5.1. Gas Goods must be installed by a registered LPGSA gas installer;

6.1.5.2. Gas lines, gas pipes or hoses used to connect any gas Goods must be installed by an LPGSA certified installer;

6.1.5.3. Gas cylinders with a minimum capacity of 19kg must be used;

6.1.5.4. Gas Goods must be fitted with 2,8 kPa LPG gas regulator complying with SANS 1237

6.1.5.5. It is the Customer's responsibility to ensure that all gas Goods have the correct jets fitted for the Customer's gas supply (either LPG or Natural Gas).

6.1.5.5.1. Customers must notify CaterMarket, in writing, of the gas specifications to ensure the correct jets are fitted prior to delivery.

6.1.5.5.2. It is the Customer's responsibility to verify the BTU ratings on all Gas Goods when calculating the correct volume of gas needed to operate the Gas Goods in an efficient manner.

6.1.5.6. CaterMarket does not accept any responsibility for any damage to Gas Goods due to the Customer's failure to abide by clause 7.1.5.

6.1.5.7. CaterMarket reserves the right to charge a 20% Handling Fee on the invoiced value of the Gas Goods returned by the Customer.

6.1.6. Warranty terms relevant to carry-on/countertop Goods:

6.1.6.1. CaterMarket offers a 1 (one) year warranty on all carry-on/countertop Goods from the date of sale by CaterMarket to the Customer.

6.1.6.2. These Goods do not require professional installation;

6.1.6.3. The Goods must be taken, at the Customer's cost, CaterMarket's nearest service centre and/or accredited repair agent;

6.1.6.4. Repairs cannot be claimed under the warranty if the damage to the Goods and/or failure thereof was caused by any of the factors listed in 6.4.1.1 to 6.4.1.11 infra.

6.2. Early termination of the warranty:

6.2.1. The warranty shall terminate early if:

6.2.1.1. The Goods are installed or repaired by a third-party and/or non-authorised technician;

6.2.1.2. The Goods' power supply cable is cut or lengthened;

6.2.1.3. The Goods' electrical connections are not installed in accordance with the supplied installation manual;

6.2.1.4. The Goods are not fitted with a surge protection plug;

6.2.1.4.1. The surge protection plug will be supplied by CaterMarket and charged to the Customer.

6.2.1.4.2. Should the Customer decline the cost of the surge protection plug, the warranty on the Goods shall be null and void.

6.2.1.5. In-Line water filters ("softeners") must be installed in Combi Steam Ovens, Dishwashers and Ice Machines;

6.2.1.6. Where Goods are exported beyond the borders of South Africa, there shall be no warranty. However, CaterMarket shall, in its discretion, supply parts in respect of Goods which have been exported within 1 (one) year from date of sale by Catermarket to the Customer.

6.3. Goods and/or parts excluded from the warranty:

6.3.1. The Goods and/or parts specifically excluded under the warranty include:

6.3.1.1. PC Boards, motors, elements, contactors etc. damage or failure not caused by normal parts failure;

6.3.1.2. Wearing parts including blades, bearings, gears, belts, bushes, door seals, globes, fluorescent tubes, cutting units, clutches, fuses;

6.3.1.3. Rusted or corroded plates, grates and vitreous enamelware;

6.4. Repairs excluded from the warranty:

6.4.1. Repairs cannot be claimed under the warranty if the damage to the Goods and/or failure thereof was caused by the Customer's:

6.4.1.1. Use/conduct;

6.4.1.2. Failure to abide by operating instructions;

6.4.1.3. Improper use, manipulation or abuse of the Goods;

6.4.1.4. Incorrect and/or irregular power supply to the Goods;

6.4.1.5. Incorrect installation of the Goods;

6.4.1.6. Inadequate water supply, poor water pressure and/or poor water quality;

6.4.1.7. Insufficient cleaning;

6.4.1.8. Use of incorrect cleaning chemicals;

6.4.1.9. Insufficient ventilation around the Goods;

6.4.1.10. Unqualified repairs and/or modifications by unauthorised technicians;

6.4.1.11. Any other external factor.

6.5. Warranty process:

6.5.1. In order to claim in terms of the warranty:

6.5.1.1. The Customer must do an initial inspection of the faulty Goods to determine if the fault qualifies as a warranty repair.

6.5.1.2. The Customer shall log a call with CaterMarket and obtain a Reference Number.

6.5.1.3. Once a call has been logged, CaterMarket shall either send a dedicated technician ("the technician") or assist telephonically, except for countertop Goods which are provided for in terms of clause 6.1.6.

6.5.1.4. All warranty claims require a copy of the original Invoice, model and serial number to be provided.

6.5.1.5. The Customer shall, prior to the technician being dispatched, e-mail a copy of the signed Invoice to CaterMarket's relevant service centre:

6.5.1.5.1. Johannesburg - jhbworkshop@catermarket.co.za;

6.5.1.5.2. Cape Town – Workshopcpt@catermarket.co.za;

6.5.1.6. Whether the damage, fault or failure falls under the warranty shall be in CaterMarket's sole and unfettered discretion. CaterMarket shall handle all warranty claims objectively, fairly and reasonably.

6.5.1.7. Should the technician be called out for a repair that is not covered by the warranty, the Customer shall be charged at the standard call out fee and labour rate which shall be determined from time to time by CaterMarket.

6.5.1.7.1. Saturday callouts shall be charged at 1.5 x the standard labour rate.

6.5.1.7.2. Sunday and/or Public Holiday callouts shall be charged at 2 x the standard labour rate.

6.5.1.8. Following a warranty call out of a technician, the Customer will be liable for the cost of the callout and labour in the following circumstances:

6.5.1.8.1. The technician arrives on site but due to lack of power, gas, water etc. the technician is unable to assess and repair the Goods;

6.5.1.8.2. The technician finds no faults on the Goods, and find that the fault is due to e.g. incorrect gas supply, insufficient water pressure etc.

6.5.1.8.3. The technician is denied access to the faulty Goods;

6.5.1.8.4. Where it is established that the damage, fault or failure is attributable to incorrect use and/or application.

6.5.2. Any Goods that require cleaning in order to execute the repairs will be cleaned and charged to the Customer (whether under warranty or not).

6.5.3. CaterMarket shall endeavour to have all repairs completed within 48 hours after approval thereof, however, CaterMarket shall not be held responsible for delays due to factors including but not limited to the availability of parts, availability of technicians or any other external factors beyond CaterMarket's control.

6.5.4. CaterMarket cannot be held liable for any loss of income or other harm suffered by the Customer due to the delay in repairing the Goods.

6.6. Warranty on replaced Gas and Electrical parts/repairs made to Goods:

6.6.1. Replaced parts and/or repairs made to Goods carry a 3 (three) months warranty.

6.6.2. When Goods are replaced under warranty, the new Good's warranty shall follow the warranty period/date of the original Good's warranty.

6.7. CaterMarket shall not be held responsible for any loss of income, loss of product or other harm suffered or incurred due to the failure and/or damage of Goods.

6.8. CaterMarket shall not provide a temporary replacement and/or loan unit for Goods unavailable due to repairs.

7. Risk

7.1. All risk associated with the Goods shall remain with CaterMarket until the Customer has accepted delivery and signed the relevant Invoice as proof thereof.

7.2. Notwithstanding clause 7.1, should the Customer arrange to have the Goods collected and/or employs the services of his/her own delivery company, risk shall pass to the Customer upon collection of the Goods from CaterMarket's Warehouse.

7.3. Upon delivery and/or collection of the Goods, the risk passes to the Customer.

8. Ownership

8.1. Ownership of the Goods shall pass to the Customer once the Goods have been paid for in full.

8.2. Until Goods have been paid for in full, such Goods shall remain the property of CaterMarket.

9. Limited liability

9.1. CaterMarket shall not be liable to the Customer for any indirect, consequential, special, incidental or punitive damages which may arise out of the use, supply and/or resale of the Goods.

10. Electronic communications

10.1. The Customer consents to receive communications from CaterMarket electronically.

10.2. The Customer agrees that all agreements, notices, disclosures, and other communications that CaterMarket provides to it/him/her electronically, satisfy any legal requirements that such communications be in writing.

11. Dispute Resolution and Arbitration

11.1. Any dispute, excluding a dispute which relates to payment due to CaterMarket by the Customer, relating to or arising out of this agreement shall be referred to a committee consisting of two (2) representatives appointed by CaterMarket, and two (2) representatives appointed by the Customer, or alternatives appointed by them, who will seek to resolve the dispute within seven (7) calendar days of the dispute having been referred to them.

11.2. Should the committee be unable to resolve a dispute, the parties agree to have the dispute resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed in terms of such Rules.

11.3. In the case of litigation, the Customer hereby consents to the jurisdiction of any Magistrate's Court. This shall, however, not preclude CaterMarket from instituting action out of any division of the High Court of South Africa having jurisdiction.

12. Notices

12.1. CaterMarket chooses the following address for the receipt of notices, processes, documentation and communications. Should the abovementioned communications not be directed to the address below, CaterMarket reserves the right to deem the service invalid.

12.2. Chosen address:

UNIT 7

RADNOR INDUSTRIAL PARK

21 RADNOR STREET

PAROW INDUSTRIAL

13. CaterMarket's inability to perform

13.1. If CaterMarket cannot deliver, or cannot deliver timeously, some or all of the Goods for any reason beyond its control, including but not limited to:

13.1.1. Lack of proper instructions from Customer;

- 13.1.2. Stock shortages;
- 13.1.3. Industrial disputes;
- 13.1.4. Product delays;
- 13.1.5. Government action;
- 13.1.6. State of war;
- 13.1.7. Riot or civil disturbance;
- 13.1.8. Strike action;
- 13.1.9. Labour unrest;
- 13.1.10. Natural disaster; or
- 13.1.11. Act of God;

CaterMarket may, in its discretion, suspend, delay and/or cancel the purchase and/or delivery of the Goods. In such an event, CaterMarket shall not be liable for any loss whatsoever, including consequential loss of profit, special damages and indirect damage caused.

14. Disclaimer

14.1. CaterMarket takes no responsibility for any harm or damage caused as a result of:

14.1.1. the improper use of any of the Goods supplied by CaterMarket; and

14.1.2. the failure to maintain the Goods to the standard as described in the User Manual or as reasonably can be expected.