

## Basic Terms and Conditions of Sale

I/We, (hereinafter below referred to as “the customer”) agree to the below basic terms and conditions of sale by Regal Distributors SA (Pty) Ltd (hereinafter below referred to as “Regal”) in respect of goods to be supplied and/or services to be rendered:

### Change of address

The customer chooses domicilium citandi et executandi (“chosen address for service of all correspondence, notices and legal process”) at the address set out by the customer upon sign up on the Regals Website <https://regalsecurity.co.za/>

The customer undertakes to notify Regal in writing within 7 (seven) days of any change of address.

### Change of ownership

The customer undertakes to notify Regal in writing within twenty days of any change in ownership of the customer’s business, or should the customer be a company, of its share transactions whereby the majority shareholding is affected. The customer acknowledges that immediately upon any change of ownership in the customer any outstanding amount, whether due or not, shall be deemed to be forthwith payable by the customer to Regal.

### Pricing increments

Prices quoted by Regal are determined from time to time and are subject to increases at the discretion of Regal. Regal shall be entitled to increase the cost of goods delivered or services rendered to the customer with prior written notice.

Regal’s quotations are valid for the period indicated thereon and upon expiry of the validity period, unless the assumptions and input costs that were used to calculate the price reflected on the quote, change and result in an increased cost to Regal in delivering services, Regal shall have the right to renegotiate the price of the goods or services; the changed assumptions are to be material changes that have a material effect on the price. The new pricing will be concluded by written mutual agreement between the parties.

The price may include a delivery fee for delivery of the goods to the customer.

Should a legitimate error be made by Regal’s employee, agent, servant in relation to any price quoted to the customer, the customer shall be notified of any price change.

## Valid orders

In the event of any order being given to Regal on an order form reflecting the customer's name as the entity from which the order emanates, such order shall be deemed to have emanated from the customer, notwithstanding the fact that such order may have been given or signed by a person not authorised by the customer, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of the customer to determine that goods ordered are suitable for the purposes of the intended use.

Orders placed by the customer for Regal's goods or services, shall be made in writing, alternatively they may be placed telephonically or via the Regal Online Website, to the nominated *domicilium* and/or email address of Regal.

In the event that Regal does not have stock of goods which have been purchased, Regal shall procure the same or similar goods from an alternative source at the same price subject to the customer's consent; Regal shall not be liable for shortage of stock in circumstances that are beyond the control of Regal.

## Clearance Stock

The terms and conditions outlined below apply to products marked and categorised as Clearance on the Regal website.

Clearance items will carry a 1-month repair return warranty only.

Clearance items cannot be returned for sales credit.

Any items found faulty new / out of box failure can only be returned within 7 days of purchase for credit or repair.

No items can be credited after the 1-month repair warranty.

No items can be returned to branches stock if credited within the 1-month repair warranty period.

No discount can be provided to clearance items, the listed sales pricing is final.

Clearance items can only be supplied centrally (from Greenstone Warehouse), and returned centrally only.

Standard shipping costs will apply to all clearance items, locally or remotely.

The customer acknowledges that Clearance products may be considered, shop soiled, or end of range. All goods are sold as is.

Regal will not be liable to the customer in application or incorrect installation of the products supplied or utilised. Product installation are as per manufacturers installation manual

## Delivery

The customer agrees that the signature of any agent, contractor, sub-contractor or employee of the customer on Regal's official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

Any delivery date stated on any order confirmation is approximate only. Regal shall not be bound by that date but will make all reasonable efforts to deliver by that date.

Whilst Regal will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and the customer shall not be entitled to refuse acceptance of such late deliveries.

The risk in and to the goods shall pass from Regal to the customer at the time of delivery notwithstanding that ownership will not pass to the customer until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of Regal's or its courier partners delivery note.

In the event that Regal makes delivery of the goods to the customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any such instalment shall not affect the balance of the contract or entitle the customer to cancel the contract.

When goods are delivered in accordance with the paragraph above, payments relating to separate deliveries shall be paid as agreed between Regal and the customer, and payment by the customer shall not be postponed until such times as all the goods ordered have been delivered.

If the customer fails to take delivery of the goods ordered due to a direct /indirect act/omission by the customer, its employees or agents, then the risk in the goods shall immediately pass to the customer and the customer shall be liable to pay Regal the reasonable costs of storing, insuring and the handling of goods, until delivery takes place. This may be charged at up to 10% or at the discretion of Regal based on the nature of the case at hand.

## Cost of delivering items

All prices of items posted on the website are exclusive of delivery costs.

Delivery costs will be stated separately when settling the order and may vary daily for each order.

Regal will deliver free of cost to all major centres subject to the specified minimum order values and volumetric limitations.

Delivery outside of major centres can be subject to additional transport cost to outlying\* areas.

\*Any area outside the major centres. A list will be made available on request.

Delivery costs are subject to a R80.00 fee should the order value be less than R1 000.00.

Delivery costs will be subject to additional transport costs should the goods exceed a 20Kg maximum volumetric weight.

### Delivery Period

Regal shall make an effort to supply the items ordered, provided that Regal has such items in stock, to the delivery address within 2 - 5 working days (within the borders of The Republic of South Africa) of the order confirmation and the required receipt of payment. Prior to delivering an order, the buyer may be contacted to verify the correctness of the order. This may cause some delay in delivery. When registering, buyers must state a telephone number on which they can be reached during the day (such as their number at work or a mobile phone number), so that the delay, if any, will be as short as possible.

The delivery periods referred to above are of an indicative nature and are not guaranteed. Should the order not be delivered within 30 days or otherwise agreed timeline, the buyer will be entitled to cancel the order at no charge.

Regal may dispatch the delivery in parts. Any extra costs for subsequent deliveries will be borne by Regal.

### Warranties and repairs

Goods are guaranteed according to either Regal's specific warranties (see [https://regalsecurity.co.za/img/cms/Regal\\_Product\\_Warranty\\_2020.pdf](https://regalsecurity.co.za/img/cms/Regal_Product_Warranty_2020.pdf)), or the original Manufacturer's warranties. Where indicated certain goods may be sold to the customer on the basis of Regal not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

Should a product supplied to the customer by Regal be faulty or require return for credit and where a warranty is applicable, the customer shall contact Regal within Ten (10) days from the goods becoming defective and arrange for the goods to be returned to Regal, where applicable.

Liability under the above paragraph is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by Regal.

All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of Regal are not covered in any warranties.

Should Regal find no fault with the returned goods, this will be returned to the customer, and a 10% handling fee will be charged.

Where goods are returned for repair the customer shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to Regal may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

## Reservation of ownership

Until such time as the customer has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in Regal. Regal shall, in its sole discretion, without notice to the customer, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event the customer shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by Regal. The customer hereby waives any right it may have for a spoliation order against Regal in the event that Regal takes possession of any goods.

Further to the above, goods in possession of the customer bearing Regal's name, trademarks and labels, shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by Regal.

In the event of the customer processing the goods before payment is made in full, Regal shall be considered a manufacturer and shall directly acquire sole title to the newly produced product. If the processing involves other materials, Regal shall acquire joint title to the newly produced product in the proportion to the value of the goods, as invoiced.

Before payment is made in full and upon request by Regal, the customer shall provide all necessary information regarding the inventory of the goods. Furthermore, upon request by Regal, the customer shall identify on the packaging Regal's title of ownership of the goods and shall notify the customer of assignment of its claims to Regal.

## Damages in transit

Notice of claims arising out of damage in transit must be lodged by the customer directly with the carrier, Regal shall also be provided with a copy of the notice.

The customer undertakes to inspect goods upon delivery for any damage or defect which may have occurred in transit and to inform the driver and Regal immediately during the offloading process of the extent and nature of the damage in transit. In the event of a claim arising out of damage in transit, this inspection by the customer will be referred to.

## Responsibility for losses, damages or delays

Regal will not be in any way responsible for losses; consequential losses; damages or delays sustained by the customer, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of Regal.

Regal provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

## Payment

Regal Online Website <https://regalsecurity.co.za/> accepts payments via credit card (Visa or Mastercard) and direct transfer. Online credit card transactions will be acquired for Regal via PayGate(Proprietary)Limited

("PayGate"). PAYGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3), and no credit card details are stored on the website. Users may go to their website ([www.PayGate.com](http://www.PayGate.com)) to view their security certificate and security policy.

Customer order details will be stored by Regal separately from card details which are entered by the client on PayGate's secure site. Regal scrutinises all transactions very carefully to prevent attempted fraud and a transaction may be refused if Regal is not satisfied with its legitimacy

Placing an item in a shopping basket, or adding it to a wish list without completing the purchase cycle, does not constitute an agreement of sale between Regal and the purchaser. Users cannot hold Regal liable if such items are not available when the purchase cycle is completed later; and/or constitute an order for such an item; and Regal may remove such an item from the shopping basket if no stock is available. An agreement of sale between Regal and a user only comes into effect if and when a credit card or direct transfer authorisation is received from the issuing bank. Regal reserves the right to refuse to accept and/or execute an order without giving any reasons. Regal also reserves the right to cancel orders in whole or in part as circumstances dictate. Regal shall only be liable to refund monies already paid by the user.

## DEFAULT AND BREACH

If the customer fails to perform any of its obligations when due, Regal may decline to accept further orders or make further deliveries to the customer or may revoke and/or withdraw and/or suspend and/or cancel and/or close the customer's Online account/ credit facility/ Regal account at any time and any future purchases shall be on terms and conditions as determined by Regal in its absolute and sole discretion.

Should the customer default in making payment of any overdue amounts owing, Regal shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding on the account be paid, notwithstanding that a portion of the amount would not be owing in accordance with the agreed terms of payment.

In the event of Regal having to institute any legal proceedings against the customer for breach, repudiation, specific performance or for any other reason whatsoever in terms hereof, the customer undertakes and agrees to pay the company's legal costs on scale as between Attorney and own Client, including collection commission, tracing charges and any other charges incurred by Regal in enforcing its rights in terms hereof.

Any dispute arising in terms of this agreement may be referred to arbitration in accordance with the rules of the Arbitration Foundation of South Africa or to the Consumer Commission which may have jurisdiction in terms of this agreement, or directly to a court having the requisite jurisdiction.

## General

It is agreed that these standard terms and conditions of sale shall be governed by the laws of the Republic of South Africa.

No addition to, variation, or cancellation of these standard terms and conditions of sale shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, the customer agrees that any term or condition which may on any order, written or verbal and which is at variance with the terms of this agreement, shall be of no force or effect unless incorporated in a document signed by a director of Regal and the customer and which has been prepared specifically for the purpose of varying the terms of these conditions.

The customer hereby consents in terms of Section 45 of the Magistrates court Act No 1944, as amended, to the jurisdiction of the Magistrates Court in respect of any action instituted against the customer by the company. It shall nevertheless be entirely within the discretion of Regal as to whether to proceed against the customer in such court or any other court of competent jurisdiction.

Any relaxation or indulgence which Regal may show or allow to the customer shall operate only in respect of the issue in which it was given and shall in no way constitute a novation or waiver or estoppel against or by Regal or in any way prejudice Regal in respect of its rights against the customer.

No terms, warranties or representations other than:

- Those expressly contained in this document; or
- Reduced to writing and signed on behalf of both Regal and the customer; or
- Incorporated in Regal's standard terms and conditions of sale from time to time

Will be of any force or effect as between the parties. The customer acknowledges that it has not relied on any warranties or representations made by Regal in influencing its decision to contract with Regal.