

Terms and Conditions

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and **Jordan Winery (Pty) Ltd**, trading as **The Bakery at Jordan** (hereinafter called Jordan Bakery) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Jordan Bakery (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Jordan Bakery and (g) these terms apply to all agents of Jordan Bakery.
2. This Agreement only becomes final and binding on receipt and acceptance of this offer by Jordan Bakery at its business address in Stellenbosch.
3. The Customer acknowledges that it does not rely on any representations made by Jordan Bakery in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Jordan Bakery in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Jordan Bakery.
4. The Customer agrees that neither Jordan Bakery nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
5. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
6. The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represents the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
7. Jordan Bakery shall be entitled in its sole discretion to split the delivery ordered in the quantities and on the dates it decides.
8. Jordan Bakery shall be entitled to invoice each delivery actually made separately.
9. Any delivery note or invoice (copy or original) signed by the Customer or third party engaged to transport the goods and held by Jordan Bakery shall be prima facie proof that delivery was made to the Customer.
10. If Jordan Bakery agrees to engage a third party to transport the goods, Jordan Bakery is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Jordan Bakery.

11. The Customer indemnifies Jordan Bakery against any claims against Jordan Bakery that may arise from such agreement in clause (10).

12. The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Jordan Bakery, reduced to writing and signed by the Customer and a duly authorised representative of Jordan Bakery.

13. The Customer is not entitled to set off any amount due to the Customer by Jordan Bakery against this debt.

14. The Customer agrees that the amount due and payable to Jordan Bakery may be determined and proven by a certificate issued and signed by any director or manager of Jordan Bakery, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

15. The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to Jordan Bakery and that interest shall be calculated daily and compounded monthly from the date that the debt first became due.

16. The Customer agrees that if an account is not settled in full (a) against order, or (b) within the period agreed, Jordan Bakery is (1) entitled to immediately institute action against the Customer at the sole expense of the Customer, or (2) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Jordan Bakery has in terms of this Agreement or in law. Jordan Bakery reserves the right to stop supply immediately on cancellation or on non-payment.

17. A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions above and all amounts then outstanding shall immediately become due and payable.

18. Jordan Bakery shall be entitled to withdraw credit facilities at any time within its sole discretion.

19. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and value of the goods at the time of the repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods shall be deemed to be the value placed on them by a sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil. In event of cancellation of the Agreement by Jordan Bakery, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.

20. All goods supplied by Jordan Bakery remain the property of Jordan Bakery until such goods have been fully paid for.
21. The Customer agrees that no goods may be returned to Jordan Bakery for a credit/refund/replacement after a period exceeding 90 days from date of delivery.
22. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Jordan Bakery in the goods.
23. The Customer shall be liable to Jordan Bakery for all legal expenses on the attorney-and-own-client scale incurred by Jordan Bakery in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including any stamp duties, for any form of security that Jordan Bakery may demand.
24. The Customer hereby consents to the storage and use by Jordan Bakery of the personal information that it has provided to Jordan Bakery for establishing its credit rating and to Jordan Bakery disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Jordan Bakery will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
25. The Customer hereby consents that Jordan Bakery can provide personal information of the Customer to third parties, if the Customer has indicated Jordan Bakery as a trade reference to third parties and the Customer agrees that Jordan Bakery will not be liable for the good faith disclosure of any of this information to such third parties.
26. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
27. Any order is subject to cancellation by Jordan Bakery due to acts of God or any circumstance beyond the control of Jordan Bakery, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
28. Any order is subject to cancellation by Jordan Bakery if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
29. The Customer agrees that Jordan Bakery will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 27 or 28 occur.

30. This Agreement and its interpretation is subject to South African law.

31. The Customer hereby consents that Jordan Bakery shall have the right to institute any legal action in either the Magistrate's Court or the Cape Town Local Division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

32. Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

33. The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

34. The Customer undertakes to inform Jordan Bakery in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Jordan Bakery reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.