

EPOXY EMPOURIUM (PTY) LTD
"Epoxy Empourium"

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Customer** means any person who is purchasing products sold by Epoxy Empourium.
- 1.2. **Goods** means any products or goods or services sold in the ordinary course of business by Epoxy Empourium.

2. CONDITIONS FOR USE

- 2.1. The Customer acknowledges that working with the Goods sold by Epoxy Empourium requires a level of skill and expertise before use and application of the Goods.
- 2.2. The Customer shall before making use of any Goods purchased from Epoxy Empourium, consult and study:
 - (a) The Data Sheets made available for Casting Resin, Surface Cast Resin and Floorpoxy Resin;
 - (b) Terms and conditions of use; and
 - (c) Youtube Video tutorials.

3. DELIVERY

- 3.1. The obligation of Epoxy Empourium to deliver Goods shall be subject to the following conditions:
 - (a) The availability to Epoxy Empourium of the Goods;
 - (b) Time shall not be of the essence and any delivery date or time quoted by Epoxy Empourium shall be treated as an estimate based on the most recent information available to Epoxy Empourium.
- 3.2. Although Epoxy Empourium will endeavour to deliver the Goods according to the Customer's requirements, Epoxy Empourium will not be bound by the Customer's delivery requirements and shall not be liable in any manner whatsoever for any failure or delay in delivery.
- 3.3. When making delivery at the Customer's premises or other premises nominated by the Customer, the Customer shall be responsible for receiving, unloading and checking the Goods in the presence of the Epoxy Empourium representative affecting the delivery.
- 3.4. If short delivery is affected, the Customer shall forthwith upon delivery endorse Epoxy Empourium's copy of the delivery documentation, specifying details of the short delivery. Within 5 (FIVE) days of such delivery, the Customer shall lodge a claim with Epoxy Empourium in respect of such short delivery, with reference to the relevant invoice number, failing which it shall be deemed that delivery was affected in compliance with the information stated on the applicable delivery note.
- 3.5. If defective or damaged Goods are delivered, the Customer shall forthwith upon delivery endorse Epoxy Empourium's copy of the delivery documentation detailing the damage or defects to the Goods. The Customer shall within 5 (FIVE) days of such delivery notify Epoxy Empourium of such damage or defects in the Goods delivered and within this period, shall return all the damaged and defective Goods (at its own cost) to Epoxy Empourium for inspection and verification of the claim.

- 3.6. If Epoxy Empourium agrees with the Customer's claims, Epoxy Empourium will either make up the shortfall or replace the damaged or defective Goods, as the case may be, at the cost of Epoxy Empourium.
- 3.7. Goods may not be returned for credit without authorization, and if so authorized, shall be subject to a 10% handling fee.

4. DEFECTS

- 4.1. If the Customer claims any of the Goods delivered by Epoxy Empourium to be defective, damaged, or that incorrect quantities of Goods were delivered, the Customer shall:
 - (a) Notify Epoxy Empourium of the existence of such defect within 5 (FIVE) working days from the date upon which the defect did, or should reasonably have come to the knowledge of the Customer; and
 - (b) Ensure that the allegedly defective Goods are not destroyed or disposed of; and
 - (c) At the request of Epoxy Empourium, return the allegedly defective Goods to such address as Epoxy Empourium may nominate, at the cost of Epoxy Empourium;
 - (d) Allow Epoxy Empourium a reasonable opportunity to inspect the allegedly defective Goods for the existence of the alleged defects.
 - (e) Failing which the Goods shall be deemed to have been delivered to the Customer free of any defect, and Epoxy Empourium shall be under no obligation to refund the Customer, or replace the allegedly defective Goods.
- 4.2. The liability of Epoxy Empourium to the Customer for the supply of defective Goods shall be limited to:
 - (a) The replacement of the defective Goods within a reasonable time or;
 - (b) Refund by Epoxy Empourium to the Customer of the invoiced value to the Customer of the defective Goods.

Epoxy Empourium shall not be held liable for credit should product not be stored as specified.

5. INDEMNITY

- 5.1. Epoxy Empourium shall not be liable for any claims of whatsoever nature and however arising from direct or consequential loss sustained by the Customer due to events or circumstances beyond the reasonable and direct control of Epoxy Empourium, its employees or agents. This included the actions of third parties not associated with Epoxy Empourium. This includes damages of any sort of the client's customers in connection with the goods. The Customer hereby indemnifies Epoxy Empourium against the above claims. This indemnity does not include claims due to negligence of Epoxy Empourium or negligence of their employees
- 5.2. The Customer warrants and undertakes that it will not dispose of the Goods to, or use it on behalf of a third party or allow it to be acquired or used by a third party unless such third party agrees to be bound by the provisions of this agreement.
- 5.3. If and to the extent that any claims may be instituted by a third party against Epoxy Empourium, the Customer indemnifies Epoxy Empourium against such claims.

6. VIS MAJOR

- 6.1. Epoxy Empourium shall not be liable to the Customer for any delay or defect caused to the Goods, whether directly or indirectly by any cause beyond the reasonable control of Epoxy Empourium, including but not limited to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in South Africa, strikes, lockouts, pandemic lockdown of ports or supply channel, or labour difficulties.

7. PROPRIETARY RIGHTS

- 7.1. The Customer shall not do anything to infringe the proprietary rights of Epoxy Empourium in respect of the Goods.

The Customer shall not allow selling of Epoxy Empourium products by third parties and/or sub-contracting products bought from Epoxy Empourium.

8. CREDIT

- 8.1. Epoxy Empourium shall in its sole and absolute discretion and on notice to the Customer be entitled to alter any credit facilities granted to the Customer. Epoxy Empourium shall be entitled to ask the Customer, who shall be obliged to provide, security or guarantees acceptable to Epoxy Empourium to secure payment of the purchase price of the Goods.

9. INDULGENCE

- 9.1. No relaxation or indulgence granted to the Customer by Epoxy Empourium, at any time, shall be deemed to be a waiver of any of the creditor's rights in terms hereof, and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions set out herein, or create any estoppel against Epoxy Empourium.

10. APPLICABLE LAW

- 10.1. All disputes arising in connection with this agreement shall be determined in accordance with the laws of the Republic of South Africa by a South African Court.

EPOXY EMPOURIUM MANAGEMENT

2022