

STANDARD TERMS AND CONDITIONS

1. The person, firm, company or close corporation purchasing goods is hereafter termed "The CUSTOMER" and **PROREX TRADING 30 (Pty) Ltd T/A THE COFFEE COLLABORATIVE** "The CREDITOR"

2. GENERAL

- 2.1 The CREDITOR shall be exempted from and shall not be liable under any circumstances whatsoever and the CUSTOMER shall have no claims whatsoever nature arising for:

- 2.1.1 Any damages of any nature of any loss of profit which the CUSTOMER may suffer as a result of any breach by the CREDITOR of any of its obligations of whatsoever nature of howsoever arising out of the use of goods.

- 2.1.2 Any negligence of whatsoever nature and howsoever arising on the part of the CREDITOR, any of its employees, its servants, its agents, its subcontractors or any person whatsoever, in carrying out any of its/theirs obligations.

- 2.2 The CREDITOR's liability in respect of any claim based upon defective goods is limited to replacing such goods as against the return to it of the defective goods.

- 2.3 Save for any express warranty or guarantee given by the CREDITOR to the CUSTOMER in writing, the CUSTOMER agrees:

- 2.3.1 That no warranty or guarantee whether express or implied against latent defects or in respect of the fitness of the goods for any particular purpose has been given by the CREDITOR whether or not that purpose is known to the CREDITOR.

- 2.3.2 That no representations have been made by the CREDITOR, any of its employees, servants, agents, subcontractors or any person in respect of the fitness of the goods for any particular purpose whether or not that purpose is known to the CREDITOR and no representation of whatsoever nature which has been made by the CREDITOR or any of its employees, servants, agents, subcontractors or any person shall be binding on the CREDITOR unless reduced to writing and signed by a duly authorised official of the CREDITOR whose authority shall be in writing and signed by at least one director of the CREDITOR.



- 2.3.3 That any advice or assistance of whatsoever nature or howsoever arising given by the CREDITOR or any of its employees, servants, agents, subcontractors or any person, as to the use to which the goods may be put shall not give rise to any claim of whatsoever nature against the CREDITOR.
- 2.3.4 That no claim of whatsoever nature lie against the CREDITOR as a result of the goods being put to a use to which they are not suited.
- 2.3.5 To indemnify the CREDITOR as it hereby does against all any claims of whatever nature which may be made against the CREDITOR by any person arising out of the use of the goods.
- 2.4 Claims for shortages and/ or transit damages must be made immediately upon receipt of the product and no claim will be entertained unless written notice thereof is communicated to us within 7 (Seven) days of the receipt of the product.

