

## **TERMS AND CONDITIONS**

1. **MONARCH TRAVEL GOODS (PTY) LTS** and any of its Divisions or subsidiaries will hereinafter be referred to as the “company”
2. The company reserves the right to grant or withdraw credit facilities at its own discretion.
3. No alteration or variation of these terms and conditions shall apply unless expressly agreed to in writing and signed by an authorized representative of the company.
4. Payment shall be made in full and by the 25<sup>th</sup> of the month in which payment is due to the company’s head office in Johannesburg.
5. Any leniency shown by the company in respect of overdue amounts will be at the sole discretion of the company and will not negate any of the Company’s right pertaining to these terms and conditions.
6. The company reserves the right to charge interest on overdue accounts.
7. Delivery shall be deemed to have been effected when delivery is made to any carrier or agent or the purchaser, or, if the purchaser takes delivery of the goods at the company’s premises.
8. Delivery made by the company or any carrier designated by the company shall be deemed to have been effected on receipt of a clear signature given by the purchaser or the purchaser’s authorized representatives.
9. Any delay in delivery by the company or its designated carrier will not unduly affect any payment terms granted to the purchaser.
10. Notwithstanding clause 9 above, the company shall not be held liable for and be exempt from any direct or indirect consequential damages or loss of profit or special damages of any nature which the Purchaser may suffer as a result of any breach of Company’s obligations under any contract, verbal, written, implied or otherwise due to any Act of God, Riot or civil disturbance which precludes the company from fulfilling its contractual obligations.
11. Notwithstanding the delivery of goods to the purchaser, it is agreed that ownership shall not pass until the company has received payment in full for the good delivered
12. The company guarantees that all goods sold are free of faulty workmanship and materials. Exclusions to this clause are any goods sold as “factory seconds” or “reject goods”