



VICINITY

Proven innovation for interiors

GENERAL TERMS AND CONDITIONS

(Document No. VP4.2 SF01 Rev 01) (Effective Date: 01/06/2023)

- a. Unless otherwise indicated, all prices are in South African Rands (ZAR).
- b. Prices exclude any Value Added Tax (VAT) and the applicable VAT portion will be clearly reflected as part of the invoice details.
- c. All prices are subject to change without prior notice and we strongly recommend that the validity of the prices and / or of our price lists be checked every 30 days.
- d. Terms are strictly Nett for 50% Deposit with Order and 50% Balance due Payable Prior to Collection / Delivery. Please note that orders will only be processed on receipt of the deposit in our bank account.
- e. Ownership of the goods remains vested in Lemon Lab (Pty) Ltd t/a Vicinity ("Vicinity") until paid for in full. In addition, responsibility for all alterations and modifications required to goods already manufactured, as well as any damages or losses incurred on components already collected or delivered will remain vested with the Purchaser. All alterations and making good in this regard will be charged for as an extra over to the order.
- f. All orders are to be submitted in writing to our offices, via e-mail. Verbal or telephonic instructions will not be accepted and no responsibility will be accepted for any errors arising therefrom.
- g. Unless otherwise indicated, all prices are quoted on a supply only basis.
- h. At time of order we will require a number of details to be confirmed by the Purchaser. Should these details not be made available to us, we reserve the right to revise our prices and lead times accordingly. The relevant details are:
 - i. Requested collection or delivery date, as applicable.
 - ii. Manufacturing details and colours, as applicable.
 - iii. Delivery details, where applicable.
- i. Where lead times are quoted by Vicinity, these represent estimates and are subject to change. Specific dates cannot be guaranteed and any delay will be communicated to the Purchaser at the earliest possible opportunity.
- j. Delays actioned by acts of labour unrest, theft, civil commotion, riot, malicious damage, insurrection, labour disputes, national disasters, national emergencies, power supply interruptions (greater than 48 hours) as a result of Eskom's failure to provide energy or similar caused shall fairly entitle us to an extension of time. Any delay will be communicated to the Purchaser at the earliest possible opportunity.
- k. Where applicable, transport charges will be based on full truck load rates. Delivery will be at ground floor level, off-loading and appropriate storage of the materials, in a dry and well ventilated area, will remain the responsibility of the Purchaser. The delivery point must be accessible to normal, commercial delivery vehicles, up to and including 25 ton horse and trailer combinations. On full truck loads, a total of three (3) hours will be available for off-loading from the time of arrival of the vehicle, thereafter standing time will be charged per hour or part thereof.
- l. Please note that, where agreed, delivery will be effected only to the originally specified address and that consignments will not be delivered, in full or in part, to any additional delivery points without prior agreement.
- m. Passing of risk is effected upon delivery of the goods by Vicinity to the Purchaser or their appointed transport agent, alternatively upon collection of such goods by the Purchaser or their appointed transport agent. All claims are to be submitted to Vicinity no later than seven (7) days from date of delivery or collection, as may be applicable.

Lemon Lab (Pty) Ltd t/a Vicinity
Reg No 2013/225667/07 VAT No 482 024 7262
Director R Frankental

The Gables Commercial Park, Unit 1 & 2, 617 Maretsel Place, Wychwood, Germiston, 1401, South Africa
Postal P.O. Box 3740 Dainfern, Johannesburg, 2055, South Africa
Telephone +27 (0) 10 140 4740 Email info@vicinity.za.com

www.vicinity.za.com

- n. In respect of Export Orders, we would like to draw your attention to the fact that:
 - i. Should the Purchaser elect to collect the materials ex-works or should the Purchaser arrange for the collection by a third party of the materials ex-works on his behalf, in accordance with the amendments to the Value Added Tax Act effective from November 1998, Vicinity will be compelled to charge VAT at the rate applicable at that time on the total value of the goods. Please note that the VAT amount due payable will be for the Purchaser's account and will form part of the total purchase order value.
 - ii. Should Vicinity deliver or arrange for delivery by a third party of the materials to the Purchaser in another country, in accordance with the Value Added Tax Act, Vicinity will charge VAT at the applicable zero (0%) rate on the total value of the goods.
 - iii. Should Vicinity agree to use a transporter nominated by the Purchaser the following will apply:
 - i. The transport costs will be included on our quotation to the client. The Purchaser will place an order on Vicinity for the full value (materials and transport costs).
 - ii. The Purchaser will pay the agreed deposit with order and the full remaining amount (including any additional costs based on revised measure based on site drawings) prior to us handing the materials over to the transporter.
 - iii. Once the transporter delivers all of the original export documents for the full order value to us, we will release the payment for the transport to the transporter.
- o. Pre-shipment Inspections where required will remain the responsibility of the purchaser, along with all associated costs.
- p. In instances where orders have already been placed on Vicinity and a request for cancellation has been received, and the same has been agreed to by Vicinity, a minimum cancellation fee of 25% will be applicable. The Purchaser must obtain written confirmation of such cancellation and of any relevant costs from Vicinity. All handling fees and costs incurred by Vicinity, as a result of an agreed cancellation will be for the Purchaser's account. Where applicable, any goods already supplied must be returned to Vicinity by the Purchaser, in their original condition and packaging.
- q. Site Conditions and Exclusions on Installation (where applicable): Delays and additional costs incurred by Vicinity as a result of non-conformance to the following conditions and / or the provision by Vicinity of additional services not specifically included in our quotation will be charged for accordingly as an extra over to the order:
 - i. All installation to be undertaken during the course of normal working hours.
 - ii. We allow for cleaning down of the components once only directly after installation.
 - iii. The provision of adequate uninterrupted power and electric points is to be made available in close proximity to the works (<50 m), at no cost to ourselves.
 - iv. Adequate, uninterrupted lighting is to be provided in all areas where our work is to be carried out, at no cost to ourselves.
 - v. Provision, erection, moving, operation and dismantling of any scaffolding or hoisting equipment that may be required is excluded from our scope of work.
 - vi. Protection of the installed components is excluded from our scope of work.
 - vii. Secure and adequate facilities for the storage of materials are to be made available at no cost to ourselves.
 - viii. Access to the work area must be made available to ourselves at all times for the duration of the contract. All necessary work in this regard is to be carried out timeously by the Main Contractor and the other trades.
 - ix. Unless otherwise noted, we do not allow for medical, inductions, permits or security checks. Should these be required, the corresponding costs would be considered as an extra over to the order.

SUBJECT

REVISIONS RECORD SHEET for VP4.2 SF01

DATE	REV. No.	PAGE	ITEM	BRIEF DESCRIPTION OF CHANGE	DATE EFFECTIVE