



TERMS AND CONDITIONS
WOLFPACK RENTALS (PTY) LTD
2014/273371/07

TERMS OF PAYMENT

Advance Payment Guarantee may be used for securing shipment and payments at the client's expense.

Sales payment terms are as follows:

No	Milestone Activity	Payment Method
1	Advance payment	70% of contract value
3	On completion in our yard	25% of contract value
4	Once unit has been placed on site	5% of contract value

Rental payment terms are as follows:

No	Milestone Activity	Payment Method
1	Advance payment	80% of contract value
2	Prior to container leaving the site	20% of contract value

DELIVERY

Delivery schedule will be provided separately in weeks EX works from order, agreement of technical specification and down payment.

VALIDITY

This quotation is valid for 30 days from the date hereof.



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ORDER PLACEMENT AND CONFIRMATION

Kindly raise an official order referencing this quotation number and an order acknowledgement will be sent by Wolfpack Rentals (Pty) Ltd. Any variation in the order will require a revised quotation. Commencement of work is subject to the fulfillment of the payment terms above.

PAYMENT DETAILS

Kindly find below our banking details for payment. Please include the invoice number as a reference and send us a copy of the POP.

Beneficiary name: Wolfpack Rentals (Pty) Ltd
Beneficiary Address: 4th Floor, Unit 402, 4 Loop Street, Cape Town, 8001
Beneficiary Bank: First National Bank
Beneficiary Bank's Branch: Portside, CBD, Cape Town, South Africa
Account Number: 62521911405
SWIFT Code: FIRNZAJJ

COPYRIGHT

No part of any document issued by Wolfpack Rentals (Pty) Ltd may be copied, photographed or repeated in any manner or by any process without the written consent of Wolfpack Rentals (Pty) Ltd.

Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

CONDITIONS

This quotation is subject to our Standard Terms and Conditions of Sales and for Services which document is available on request.

We trust the foregoing meets with your approval and look forward to developing this project with you in due course.

Should you require any further information, please do not hesitate to contact us.

Yours faithfully,

Justin Anley
Wolfpack Rentals (Pty) Ltd
(the "Company")



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STANDARD TERMS AND CONDITIONS OF SALE AND FOR SERVICES

1. INTERPRETATION

In these terms and conditions the following expressions shall have the following meanings, unless the context otherwise provides:

- 1.1. **"Company"** means Wolfpack Rentals (Pty) Ltd;
- 1.2. **"Contract Price"** means the price for the Goods and/or Services provided for in a Quotation;
- 1.3. **"Customer"** means the person referred to on any of the Company's quotation forms, order forms, statements, invoices and delivery notes, as being the Customer, purchaser or other contracting party. In the case of persons acting as agent, the expression **"Customer"** shall be deemed to refer to the agent and its principal who shall be jointly and severally liable in respect of the obligations to be performed by either of them hereunder;
- 1.4. **"Goods"** means the goods to be manufactured or supplied by the Company in terms of a Quotation;
- 1.5. **"Parties"** means, together, the Customer and the Company and **"Party"** shall be construed as either one of them as the context may indicate;
- 1.6. **"Prime Rate"** means a rate of interest per annum which is equal to the Company's principal banker's published minimum lending rate of interest per annum, compounded monthly in arrears, charged by such bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time;
- 1.7. **"Quotation"** means the offer by the Company to provide specific Goods and/or Services to the Customer, which Quotation shall include these Terms;
- 1.8. **"Services"** means the services to be provided by the Company in terms of a Quotation;
- 1.9. **"Terms"** means the terms and conditions of trade set out herein which shall be attached to each Quotation and, upon acceptance thereof by the Customer, shall be binding on the Parties; and
- 1.10. **"VAT"** means value-added tax as levied from time to time in terms of the Value-Added Tax Act, 89 of 1991.



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2. AGREEMENT

- 2.1. These Terms shall be binding upon the Parties upon the Customer accepting a Quotation, whether such acceptance is written, per fax or per email and irrespective of whether the Quotation in question is signed.
- 2.2. The Customer is deemed to have read and understood these Terms before accepting a Quotation.

3. CONTRACT PRICE AND PAYMENT TERMS

- 3.1. The Contract Price is, unless otherwise stated in writing, exclusive of Value Added Tax and does not include additional Services or Goods to be rendered or supplied beyond those specified in the relevant Quotation. Should the Customer require additional Services or Goods then the Company shall be entitled to additional consideration based on the then prevailing rate charged by the Company therefore.
- 3.2. The Contract Price is based on the cost of labour, materials, services and transport (if specified) ruling at the date of acceptance by the Customer of the Quotation. If at any time after acceptance of the Quotation within the first 20 working days, but before manufacture thereof has commenced, there is any increase in the price of raw materials or the cost of labour or carriage and similar services or any duties or taxes applicable, or any other cost relating to or required for the manufacture of the Goods, then the Company shall be entitled, by notice in writing to the Customer, to impose an appropriate increase in the Contract Price of any undelivered Goods under the contract.
- 3.3. Unless the Quotation expressly provides otherwise or the Parties otherwise agree thereto in writing, payment of the Contract Price in respect of any Goods or Services must be effected by the Customer to the Company within 30 days of the Company issuing the Customer with a valid tax invoice to that effect.
- 3.4. All payments by the Customer to the Company are to be made without deduction or set-off by electronic funds transfer using the reference provided on the Quotation into the bank account nominated for that purpose by the Company, the details for which shall be set out on each tax invoice issued to the Customer.
- 3.5. The Company shall have the right (but without prejudice to any of its other rights and remedies against the Customer) to cancel this agreement and any other contract between the Company and the Customer or to suspend performance of any of the Company's obligations in respect of this



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contract or any other in the event that the Customer fails to pay any amounts owing by it to the Company within 7 days after the due date for payment.

- 3.6. In the event that any amounts owing to the Company are not paid by the Customer on their due date for payment, interest shall accrue thereon at the Prime Rate plus 2% until such amounts are settled in full.

4. VALIDITY

All Quotations are valid for a period of 30 days from date of issue thereof by the Company.

5. INTELLECTUAL PROPERTY:

- 5.1. The Company has expended significant time, effort, and funds in developing the Goods and/or in rendering the Services. The Customer acknowledges that the Company exercises exclusive intellectual property rights in respect of any designs, technical specifications, manufacturing techniques, technical drawings, items, names, or marks ("**the Protected Items**") created or developed by or for the Company for use within or in relation to the Goods. The Customer further acknowledges that the Company exercises exclusive intellectual property rights in respect of the Goods itself.

- 5.2. The Customer undertakes and warrants that it shall not do, nor permit to be done:

- 5.2.1. any act which may constitute a reverse engineering of the Goods or the Protected Items;
or
- 5.2.2. any act which may compromise, frustrate or violate the Company's rights (including its intellectual property rights) in respect of and in relation to the Goods or the Protected Items.

6. RESERVATION OF OWNERSHIP

- 6.1. Notwithstanding delivery of the Goods, ownership of the Goods shall remain with the Company until all amounts due to the Company from the Customer, whether in respect of this contract or otherwise, have been fully paid to the Company.
- 6.2. Notwithstanding that ownership in respect to the Goods shall only pass to the Customer upon payment in full in accordance with clause 6.1 above, all risk in and to the Goods shall transfer to the Customer upon delivery thereof to the Customer.



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- 6.3. Pursuant thereto and until such time as ownership in the Goods vests in the Customer, the Customer shall keep the Goods secure and fully insured from and against all normal commercial risks and shall notify the insurer of the Company's interest in such policy and the proceeds thereof. The Company shall, upon request, be supplied with proof of such insurance and the payment premiums.

7. REPRESENTATIONS AND INDEMNITY

- 7.1. All specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance schedules supplied by the Company and any representations relating thereto, are approximate only and are furnished for information purposes only and, unless specifically guaranteed by the Company in writing in its Quotation, shall not form part of the contract nor bind the Company in any way whatsoever.
- 7.2. Where the Goods are manufactured to the specifications or drawings furnished by the Customer or a third party to the Company, no liability whatsoever shall attach to the Company, whether in contract or delict or any other law or doctrine whatsoever, in the event of the Goods failing to perform the services or function for which they were required to the satisfaction of the Customer or at all. The Customer shall furthermore indemnify and hold the Company harmless from and against all claims or demands made by any third party in connection with or as a result of the Company supplying the Goods subject to the specifications or drawings furnished by the Customer and/or any Third Party.
- 7.3. Where the Company utilises components, machine elements or materials supplied by or specified by the Customer for use in the manufacture of the Goods, no liability whatsoever shall attach to the Company, whether in contract or in delict or any other law or doctrine whatsoever, in the event of the aforesaid items:
- 7.3.1. not being fit for the purpose specified;
 - 7.3.2. not being fit for their intended use;
 - 7.3.3. failing for any reason whatsoever; and/or
 - 7.3.4. causing the failure of any other equipment whatsoever,
- 7.4. whether or not supplied, installed or repaired by the Company and no representations or warranties are made with regard to the merchantable quality of such components, elements or materials.

8. DELIVERY

- 8.1. If and to the extent that delivery of the Goods is required to be made by the Company or its agents, delivery shall be made to the place or address specified by the Customer in writing and the



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Company shall use its reasonable efforts to ensure that delivery is made within the time specified by the Customer provided that any time so specified shall be treated as approximate only and shall not be or be capable of being made of the essence of the contract.

- 8.2. The costs of carriage or delivery and off-loading shall be borne by the Customer, unless otherwise agreed in writing by the Company.
- 8.3. The Company shall not be liable in respect of any claims for shortfalls in delivery unless such claim is made in writing to the Company within 7 (seven) days after receipt of the Goods by the Customer. The Company may deliver the Goods in instalments and each instalment shall be deemed to be sold under a separate contract and no failure of or delay in delivery of any instalment shall entitle the Customer to treat the contract as repudiated with regard to any remaining instalment.

9. SERVICES

- 9.1. In relation to any Services which the Company or its agents or employees ("**Representatives**") may be required to perform at a place other than the Company's premises, on behalf of the Customer, the Customer shall provide, at its own cost, to the Representatives all facilities as shall be reasonably necessary for the performance by the Representatives of such Services. In particular the Customer shall use its best endeavours to ensure that the Representatives carry out the Services in a safe environment.
- 9.2. The Customer shall be liable for any loss, damage or injury to the Representatives and/or such persons' property which may arise whilst the Services are being rendered at the Customer's premises, where such loss, damage or injury is a result of the negligence of the Customer and/or is caused by a breach by the Customer of any statutory duty.

10. EXCLUSION OF LIABILITY

- 10.1. The Company shall not be liable whatsoever for any penalties (unless agreed to in writing) or for any loss of profit or damage, direct or indirect, consequential or otherwise, sustained by the Customer as a result of:
 - 10.1.1. any delay in the manufacture or delivery of the Goods or completion of the Services by the Company;
 - 10.1.2. failure of the Company to deliver the Goods or render the Services as a result, directly or indirectly, of riots, acts of God, fire, strike, civil commotion, labour disputes, flood, accidents, shortage of fuel, materials or labour or any act, demand or requirement of any



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governmental authority or any cause whatsoever which is directly or indirectly or wholly or partly beyond the control of the Company; and/or

10.1.3. repairs executed by the Company or its agents proving defective or unsatisfactory for any reason whatsoever.

10.2. In addition to clause 10.1 above, the Company shall not be liable for any for any loss or damages (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property, of whatsoever nature and howsoever caused, and whether or not caused the Company, its directors, its officers, servants, agents or any other person acting on behalf of the Company, arising out of or connected in any way with:

10.2.1. the rendering of the Services;

10.2.2. the supply, provision or use of any Goods; and

10.2.3. the entry by the Customer into any agreement or contract with the Company,

10.3. except if such loss or damage arises directly from the gross negligence or willful misconduct of the Company or any person acting for or controlled by the Company.

10.4. Notwithstanding anything to the contrary provided for herein, the Company's maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any Quotation, any agreement with the Customer, the rendering of the Services and/or the manufacture, delivery or supply of the Goods (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to Company in respect of the Quotation in terms of which the claim in question arose.

11. ANNUAL FACTORY SHUT DOWN

11.1. The Company's factory shuts down from approximately 15 December to 10 January annually. Orders for delivery in the year in which the same are placed will close towards the end of October. The specific date for the closing of the order book will be communicated to the Customer in September of each year. Orders received after the close off date will be for delivery in the following year unless otherwise agreed to in writing between the Parties.



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12. WARRANTIES:

12.1. The Company provides the following guarantees in respect of the Goods:

- 12.1.1. the Goods will be fit for the purpose for which they have been constructed, provided that this purpose has been sufficiently disclosed to the Company in writing prior to the Goods being designed/ constructed;
- 12.1.2. the Goods will be and will remain structurally sound; and
- 12.1.3. the Goods shall remain waterproof for a period of not less than 5 (five) years.
- 12.1.4. no rust guarantee is given on STANDARD PRIMER and STANDARD PAINT, a 5 Year Guarantee is given on PILOT PRIMER and PILOT PAINT please refer to quotation for paint reference

("the Warranties")

- 12.2. The Warranties shall only apply in respect of any problem, breakage, damage, or defect which can reasonably be shown to be caused by conditions, malfunctions or damage resulting from defects in the materials utilised by the Company in creating the Goods or the workmanship of the Company in constructing the Goods. The Warranties shall not apply in any circumstances where the Customer or any third-party is in any way the cause of the damage in question (fair wear and tear excepted).
- 12.3. Certain moveable items and mechanisms utilised by or within the Goods are the subject of third-party guaranties. The Company repeats the terms of these guaranties to the Customer on terms that are no less or more favourable than it has received from its suppliers.
- 12.4. In no circumstances shall the Company be liable to the Customer in respect of a third-party guaranty repeated to it in the clause above, where the Company itself is not covered under such a guaranty for the exact same amount or remedy by the third-party in question.
- 12.5. Copies of the third-party guaranties will be kept at the premises of the Company and shall be provided to the Customer upon request.
- 12.6. Should the Customer require any extended warranties and/or bespoke services plans, the same may be available upon request.
- 12.7. If at any time the Goods (or any part or component thereof) are exported from the Republic of South Africa ("RSA") and/or are no longer within the confines of RSA's territorial borders, the



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Warranties in respect of the same shall immediately lapse and shall no longer be of any force or effect.

- 12.8. Should the Goods (or any part or component thereof) be erected without the Company or its agents or employees direct supervision (which supervision shall require such person's presence on site), the Warranties in respect of the same shall immediately lapse and shall no longer be of any force or effect.
- 12.9. Save for the Warranties set out above, the Company gives no other warranties or representations, whether express, tacit or implied by law, in relation to the Goods. Save to the extent therefore that the Company gives the Customer the Warranties, the Goods are sold "voetstoots".

13. SNAGS

Should there be any snags after the installation of the product, the Company agrees to rectify such snags, at its own cost, within 1 (one) calendar month of being notified by the Customer, unless there is any manufacturing required. Snags do not entitle the Customer to withhold payment which is due on completion of installation. Snags must be reported to the Company in writing within 30 days of installation, failing which the Company shall not be liable to rectify such snags.

14. CANCELLATION

Should the Customer cancel an accepted Quotation (whether such acceptance was written, oral or by e-mail), the Company shall be entitled to claim damages from the Customer and such damages shall include, but not be limited to, the expenditure incurred in fulfilling the terms of the Quotation.

15. BREACH OF CONTRACT

- 15.1. Subject to any other provisions of these Terms providing for the remedy of any breach of any provision hereof, should any Party ("**Defaulting Party**") commit a breach of any provision of these Terms and fail to remedy such breach within 14 days after receiving written notice from the other Party ("**Aggrieved Party**") requiring the Defaulting Party to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law, to terminate the agreement (constituted of an accepted Quotation) or to claim specific performance of all of the Defaulting Party's obligations whether or not due for performance, in either event without prejudice to the Aggrieved Party's right to claim damages.
- 15.2. All legal costs which may be incurred by the Aggrieved Party pursuant to it enforcing its rights under these terms are to be born by the Defaulting Party on the attorney/ client scale



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16. NO WAIVER OF RIGHTS

Any condonation of any breach of the provisions of these Terms or other act or relaxation, indulgence or grace on the part of the Company shall not in any way operate as, or be deemed to be, a waiver by the Company of any of its rights under these Terms or be construed as a novation thereof.

17. JURISDICTION

In terms of Section 45 of the Magistrate's Court Act no. 32 of 1944, the Parties hereby consent to the Jurisdiction of the Magistrate's Court. Notwithstanding the foregoing, the Company shall in its sole discretion be entitled to institute action in any court with competent jurisdiction.

18. VARIATIONS

No addition to, variation or consensual cancellation of these terms of use shall be of any force or effect unless in writing and signed by or on behalf of each of Customer and a director of the Company.

19. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of these Terms of use shall not affect the continuation in force of the remainder of these terms of use, save in the event that any material term hereof is deemed invalid, illegal or unenforceable.

20. ENTIRE AGREEMENT

The Quotation (which for the avoidance of any doubt to the contrary shall include these Terms) when accepted in accordance with clause 2 constitutes the whole agreement between the Customer and the Company and any other terms whether express or implied or excluded herefrom and any variations, cancellations or additions to these Terms shall be of no force or effect unless reduced to writing and signed by the Parties or their duly authorized signatories.

21. APPLICATION OF LAWS

These terms and conditions shall be governed by the laws of the Republic of South Africa.



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22. CONFLICTS

Should any provision in these Terms conflict with any provision which is contained in a written agreement between the Company and the Customer that is already in place as at the date of signature hereof and the same are incapable of being read together, the provision/s in the pre-existing agreement shall prevail.

23. CLIENT WARRANTY

The Customer, by its signature hereunder, warrants that the information submitted in this application is true and correct in all respects and that it is entirely familiar with the terms and conditions contained herein.

24. INTERPRETATION

In these Terms, unless the context requires otherwise:

- 24.1. headings are for convenience only and do not affect the interpretation of these Terms;
- 24.2. words denoting any one gender include all other genders and words denoting the singular shall include the plural and vice versa;
 - 24.2.1. a reference to:
 - 24.2.1.1. a "**Business Day**" means any day other than a Saturday, Sunday or statutory public holiday in South Africa;
 - 24.2.1.2. a "**clause**" or "**Schedule**" is a reference to a clause of or Schedule to these Terms;
 - 24.2.1.3. a "**person**" includes an individual, firm, company, partnership, body corporate, organisation, trust, an unincorporated association and any governmental authority, in each case whether or not having separate legal personality;
 - 24.2.2. when any number of days is prescribed in these Terms, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day; and



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- 24.2.3. when any payment falls due or any other obligation falls to be performed on a day which is not a Business Day, then such payment shall be made or such obligation performed on the next succeeding Business Day.
- 24.3. Any reference in these Terms to these Terms or any other agreement or document shall be construed as a reference to these Terms or, as the case may be, such other agreement or document as same may have been, or may from time to time be, amended, varied, novated, supplemented, restated or replaced (in whole or in part).
- 24.4. Specifying anything in these Terms after the words 'including', 'includes' or 'for example' or similar expressions shall not limit what else is included unless there is express wording to the contrary.
- 24.5. Any provision in a definition which is a substantive provision conferring rights or imposing obligations on any Party shall constitute a substantive provision of these Terms.
- 24.6. The expiration or termination of these Terms shall not affect such of the provisions of these Terms as expressly provide that they shall operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 24.7. A term defined in any clause of these Terms shall, unless it is clear from the clause in question that the term so defined is specifically limited to that clause, bear the same meaning as ascribed to it for all purposes in terms of these Terms, notwithstanding that that term has not been defined in this interpretation clause.
- 24.8. These Terms shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed these Terms in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 24.9. The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of these Terms.



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