



ADVENTURE LED LIGHTING - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context clearly indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.1.1 "Body Conversion Kit/s" means the motor vehicle body conversion kit/s, to be fitted and installed to the Customer's Vehicle, by the Company;

1.1.2 "Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.3 "Company" - means Adventure LED Lighting CC T/A Venture 4x4, Registration Number: 2003/072674/23;

1.1.4 "CPA" means the Consumer Protection Act, Act 68 of 2008, as amended from time to time;

1.1.5 "Customer" means the person or entity who/which engages and contracts with the Company, under and in terms of these Terms and Conditions, for: i) the supply of the Goods and/or ii) the rendering of the Services;

1.1.6 "Extended Payment Terms" means the extended payment terms granted by the Company to certain of its Customers from time to time (refer clause 6.3 below);

1.1.7 "Goods" includes but is not limited to the Body Conversion Kit/s, the LED Lights, the Vehicle Accessories and/or the LED Accessories;

1.1.8 "Invoice" means the invoice rendered and delivered by the Company to the Customer, which invoice will be in line with the relevant Quotation, if applicable, and will among others stipulating the following: payment terms, banking details, amount due and payable, date etc;

1.1.9 "LED Accessories" means accessories to the LED Lights as listed on the Website, including but not limited to wiring harnesses, chargers and batteries;

1.1.10 "LED Lights" means, as the case may be, the range of light emitting diode lights, including flashlights, spotlights, headlights and bulbs, to be supplied and distributed by the Company, and/or the light emitting diode bars to be distributed and/or installed and fitted to the Vehicle;

1.1.11 "Manufacturer Warranty" means the warranty provided by the Vehicle's manufacturer and or dealer;

1.1.12 "NCA" means the National Credit Act, Act 34 of 2005, as amended from time to time;

1.1.13 "Parties" means the Customer and the Company collectively, and "Party" means either one of them as the context may require;



1.1.14 "Quotation" means the quotation furnished by the Company to the Customer, stipulating the estimated costs in respect of the Goods to be delivered and/or the Services to be rendered;

1.1.15 "Services" means the fitment and installation of the Goods to the Vehicle;

1.1.16 "Terms and Conditions" means these general terms and conditions;

1.1.17 "Vehicle" means the Customer's Vehicle;

1.1.18 "Vehicle Accessories" means vehicle accessories, as listed on the Website, to be supplied, fitted and/or installed by the Company, to the Customer's Vehicle; and

1.1.19 "Website" means the Company's website with its website address at www.adventureled.co.za.

1.2 In these Terms and Conditions, the words "clause" or "clauses" refer to clauses of these Terms and Conditions.

1.3 If any period is referred to by way of reference to a number of days, the days 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 first Business Day thereafter.

1.4 Where the day on or by which anything is to be done, is not a Business Day, it shall be done on or by the first Business Day thereafter.

1.5 An expression which denotes:

1.5.1 any gender includes the other genders;

1.5.2 a natural person includes a juristic person and vice versa; and

1.5.3 the singular includes the plural and vice versa.

1.6 The use of the word "including" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it.

1.7 These Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of South Africa.

2. APPLICATION

2.1 Unless specifically and explicitly otherwise agreed in writing by the Company, only these Terms and Conditions shall apply to an order for, and/or the sale and delivery of the Goods and/or rendering of the Services by the Company to the Customer. This includes that these Terms and Conditions will override and supersede any and all terms and conditions of trade stipulated/advanced by the Customer from time to time, unless specifically and explicitly agreed otherwise by the Company in writing.



3. QUOTATIONS AND ORDERS

3.1 The acceptance of Quotations or Invoices and/or the placing of orders in respect of Goods and/or Services by the Customer shall not be binding on the Company unless same has been acknowledged and confirmed by the Company in writing. Any and all orders shall be executed at the discretion of the Company and the mere receipt by the Company of an order shall not oblige the Company to supply any Goods and/or render any Services.

3.2 Each separate order for Goods and/or Services shall, upon confirmation by the Company, constitute a separate contract between the Parties and accordingly any breach by the Company in relation to any one order will not entitle the Customer to terminate or vary any other order placed by it.

4. PRICE

4.1 The price/s applicable to orders confirmed by the Company, will, subject to clause 3.1 and 3.2 above, be based on accepted Quotations, and/or Invoices rendered, as the case may be.

4.2 If any of the Company's costs/expenses in sourcing, delivering and/or manufacturing the Goods and/or rendering the Services to the Customer (i.e. costs of manufacturing, procurement, sales, transport, delivery, etc.) have increased for any reason beyond the Company's control, or in the ordinary course of the Company's business, before delivery of the Goods and/or rendering of the Services, then the price/s shall be increased by the excess or, if the excess cannot be determined exactly, by a reasonable allowance for it.

5. DISCOUNTS AND REBATES

5.1 Prices charged will be strictly nett and not subject to any discount/rebate, unless otherwise agreed in writing by the Company.

5.2 In the event that the Company agreed to grant a settlement, volume, trade or other discount/rebate, such discount/rebate shall only be effectively and formally granted where the Company receives full payment by due date. If the Company does not receive full payment by due date, the settlement or trade discount/rebate shall be regarded as null and void and the Customer shall be liable for payment of the full amount charged. Interest and penalty charges, as provided for in these Terms and Conditions, shall be levied on such full amount charged.

6. PAYMENTS

6.1 General

6.1.1 All amounts owing by the Customer to the Company from time to time shall be paid by the Customer to the Company: i) on or before the due date for payment thereof; ii) via electronic funds transfer into such a bank account as the Company may nominate from time to time; iii) in South African currency free of bank and other charges; and iv) free from any and all deduction, withholding, set-off and/or counterclaim of any nature whatsoever.



6.1.2 The Customer will be required to use the Quotation number and/or Invoice Number, as the case may be, for payment reference purposes.

6.1.3 Should any payment not be received by the Company from the Customer by the due date for payment thereof, the Company shall have the option, without prejudice to any of its other rights (albeit in terms of these Terms and Conditions or otherwise), to: i) cancel or suspend further supply of Goods and/or rendering of Services; ii) by giving written notice thereof to the Customer, to require immediate payment of all amounts owing by the Customer to the Company, whether or not those amounts are actually due; and/or iii) to take any other action it may deem necessary, in accordance with these Terms and Conditions or otherwise at law, until such payment is received.

6.1.4 Any payment to be made by the Customer to the Company shall only be deemed to have been received by the Company once formal proof of payment has been delivered to the Company and the relevant amount reflects in the Company's nominated bank account. The sufficiency, and subsequent acceptance, of the "formal proof of payment" referred to in this 6.1.4 aforementioned, shall be within the sole and absolute discretion of the Company.

6.1.5 All payments received by the Company from the Customer from time to time shall be appropriated firstly towards levied interest and thereafter to capital.

6.1.6 The Customer shall not withhold or delay payment to the Customer for any reason whatsoever and/or at any time whatsoever.

6.2 Cash On Demand Payments

6.2.1 This clause 6.2 shall apply where Extended Payment terms have not been agreed between the Company. In such circumstances the payment terms will strictly be on a "cash on demand" basis, in terms of which the Goods will only be delivered and/or the Services will only be rendered upon receipt of payment of the total price in terms of the Quotation or Invoice, as the case may be.

6.3 Extended Payment Terms

6.3.1 Extended Payment Terms shall only be granted and effective between a Customer and the Company, in the event that the Company has granted such Extended Payment Terms to the Customer.

6.3.2 In assessing whether to grant the Customer Extended Payment Terms, the Company may require access to certain information and/or copies of certain documents of the Customer. The Customer will provide the Company with any and all information and copies of any and all documents which the Company may request upon first demand therefore being made by the Company. Failure by the Customer to do so may jeopardize its chances of being granted Extended Payment Terms.

6.3.3 The Parties note and agree that Extended Payment Terms are granted by the Company upon the requirement, agreement and understanding that the total order price be paid to and received by the Company within 30 (thirty) days of the Company delivery the Goods and/or rendering the Services, or invoice date, whichever date occurs first in time.



6.3.4 Notwithstanding anything contained herein to the contrary, including the fact that Extended Payment Terms have been granted to the Customer, the Customer shall be and remain fully and ultimately liable for payment of the total order price to the Company and shall not be relieved from this obligation and liability by the fact that Extended Payment Terms have been advanced to him/her/it. As such, if the total order price is not paid within the time period as stipulated in clause 6.3.3 above, then the Customer shall be liable to settle the total order price, or outstanding balance thereof, forthwith.

7. INTEREST

7.1 Should any payment owing by the Customer to the Company, albeit subject to Extended Payment Terms or otherwise, not be received by the Company by the due date for payment thereof, the relevant amount shall accrue interest at a rate equal to the current prime lending rate plus 2 (two) percent, from the due date for payment until the date of actual payment thereof, both days inclusive.

8. CERTIFICATE

8.1 A certificate under the hand of any member, shareholder, director and/or manager of the Company (whose appointment need not be proved) as to the existence and the amount of the Customer's indebtedness to the Company at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Customer's indebtedness to the Company, shall be prima facie proof of the contents and the correctness thereof for the purposes of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Customer in any competent court and shall be valid as a liquid document for such purpose.

9. DELIVERY

9.1 Unless the Company agrees otherwise in writing, or otherwise, delivery of ordered Goods will occur on the basis of either Ex Works or DAP (i.e. Delivered At Place as per Incoterms 2020) at a point of delivery, and within a certain time period, as agreed upon between the Company and the Customer.

9.2 Although delivery schedules may be determined and agreed between the Parties, time shall not be the essence of any order and any and all delivery dates which may be advanced must be (and will be) treated as approximate/estimated only, based on the latest information available to the Company. Under no circumstances shall the Customer be entitled to withdraw from and/or terminate any order on account of any delay in delivery or have any claim of any nature whatsoever against the Company arising from late delivery.

9.3 If the Customer fails to take delivery of ordered Goods upon the Company tendering delivery then: i) all risk in and to the Goods shall pass immediately from the Company to the Customer, and ii) the Customer shall refund to the Company, on first demand, the reasonable costs (including storage and insurance) of keeping the Goods during the period of that delay.

9.4 All risk, liability and responsibility in the Goods ordered shall pass to the Customer on either the due delivery date, if the Customer has not yet taken possession of the Goods (refer clause 9.3 above), or on the moment delivery has been completed, whichever occurs first.



9.5 Notwithstanding the delivery of any Goods to the Customer, ownership and benefit therein shall remain vested in the Company until such a time as the Company has received payment of the full purchase price relating thereto. For the avoidance of doubt, ownership and benefit shall pass to the Customer at delivery of the Goods, provided that payment of the full purchase price has been received. This shall apply even where Extended Payment Terms are afforded to the Customer.

9.6 The Company reserves the right to repossess any Goods delivered, without prejudice, and/or to resell such Goods, should payment not be received by the Company in full by due date for payment.

10. FITMENT AND INSTALLATION

10.1 Should the Company not be engaged to render the Services (i.e. the Company delivers the Goods, which in turn is fitted and installed by the Customer and/or a third party installer):

10.1.1 the Company advises that the Customer utilises/engages the services of an accredited installer; and

10.1.2 the Company cannot and will not be held liable and/or accountable for any damage caused to the Goods and/or malfunction of the Goods, arising after delivery of same, which may arise for any reason whatsoever during the installation by the Customer and/or the third party installer.

10.2 In order to ensure proper fitment and installation of the Goods, the Customer must ensure that the current electronics, mechanics and/or body parts of the Vehicle are not damaged and are in good working order.

10.3 The Customer and the Company will do a joint inspection of the Vehicle prior to the Company attending to the fitment and installation, in order to determine any existing damage to the Vehicle.

10.4 In addition to the provisions of clause 10.3, the Customer will advise and indicate to the Company any and all latent and patent defects in respect of the Vehicle, which was not observed during the inspection, but which is known to the Customer.

10.5 The Company will not be liable for any existing latent and/or patent defects in respect of the Vehicle.

10.6 The Company will not be liable and/or accountable for any damage/s to the Vehicle or any Goods delivered by it, where same was caused by third parties for whom the Company is not responsible or liable

11. SPECIFICATIONS

11.1 It is noted and agreed that it shall at all times be the sole and absolute responsibility and liability of the Customer to ensure that correct and accurate specifications and descriptions are delivered to the Company with regard to each order. Any document (including order forms, quotations, invoices, e-mails, faxes, etc.) delivered or transmitted to the Company by the Customer, albeit a signed document or not, referencing the type, quantity, description and/or specifications of the Goods ordered, shall serve as: i) absolute proof of the Customer's agreement with and acceptance of the entire content



referenced in such document; and ii) absolute confirmation and agreement by the Customer that the correct Goods have been ordered by it.

11.2 It is noted and agreed that it shall at all times be the sole and absolute responsibility and liability of the Customer to ensure that correct and accurate Materials (as relates to description, type, quantity, specifications, etc.) are delivered to it by the Company. A delivery note signed by the Customer or its representative shall serve as: i) absolute proof of the Customer's agreement with and acceptance of the entire content referenced in such document; and ii) absolute confirmation and agreement by the Customer that the correct Goods ordered (including quantity, type, specification, description, etc.) have been delivered.

11.3 The Customer wholly indemnifies and undertakes to hold the Company completely harmless with regard to any and all claims, damages, losses, costs, expenses and/or demands the Company may suffer or incur as a result of the Company ordering and/or delivering incorrect Goods (albeit as relates to quantity, type, specifications, description, etc.) based on the communications and/or confirmations made and/or delivered by the Customer.

11.4 If the Goods or any part thereof are to be supplied or delivered in accordance with any special specifications, instructions or information furnished by the Customer, the Customer shall not have any claim of any nature whatsoever against the Company and the Company shall in no form or manner be liable for any loss, damage, claim, demand and/or cost suffered or incurred by the Customer or anyone else (albeit as a result of death, injury or otherwise) as a result of any error, discrepancy or defect in, or brought about by, those specifications, instructions and/or information.

12. INSPECTIONS

12.1 The Customer acknowledges that it, or its representative in taking delivery of the Goods and/or Services (i.e. converted/fitted Vehicle), will at all times have a reasonable opportunity to inspect the Goods and/or Services (i.e. converted/fitted Vehicle) before the Company's, or a third party courier's, delivery note is signed and/or the Vehicle leaves the installation premises. The inspection will generally be aimed at satisfying the Customer that the Goods and/or Services (i.e. converted/fitted Vehicle) delivered : i) are of the type and quality reasonably contemplated by the Parties; and ii) correspond, in all material respects and characteristics, to that which an ordinary alert customer would have been entitled to expect, when considering the descriptions and/or a reasonable examination of any samples presented as basis for the order; and iii) in the case of special-order Goods and/or Services (i.e. converted/fitted Vehicle), reasonably conform to the material specifications of the special-order.

12.2 In the event that the Company's, or a third party courier's, delivery note is signed, or the Vehicle leaves the installation premises, irrespective of whether the right to inspection referenced in clause 12.1 has been exercised or not, it shall be deemed that the Customer is completely aware of and satisfied with the entire nature and extent of the Goods and/or Services (i.e. converted/fitted Vehicle) delivered. Subsequently the Customer will have no right or title to return any of the said Goods to the Company and/or reject any of the rendered Services based on any of the reasons contemplated in clause 12.1 above. For avoidance of doubt, the Customer shall always have the opportunity to examine the Goods and/or Services (i.e. converted/fitted Vehicle) before the Company's delivery note is signed, or before the Vehicle leaves the installation premises, albeit via third party representatives or otherwise.



12.3 The Company shall only accept a return of Goods and/or a rejection of rendered Services in circumstances where it is obliged by law to do so or where it specifically in writing agrees to do so.

12.4 In events where the Company's acceptance of a return or rejection is prescribed and necessitated by law, it shall either: i) replace the Goods returned and/or redo the Services rejected, or ii) refund the Customer the amount/s paid for the Goods and/or Services, as the law may prescribe, and the costs and risk regarding such a return shall be carried by the Party prescribed to carry such risk and cost in the relevant law.

13. WARRANTIES

13.1 The Company does not deliver or provide any guarantees/warranties of any nature whatsoever with regard to any Goods and/or Services, except for those that are prescribed by law or which are expressly provided in writing by the Company.

13.2 Any and all guarantees/warranties delivered by the Company shall only cover defects that may develop during proper use, treatment, storage, dispensing and handling of the Goods.

14. LIMITATION OF LIABILITY

14.1 The Company shall be exempted from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever, whether in the contemplation of the Parties or not, which the Customer or anyone else may suffer or incur as a result of any act and/or neglect of the Company, or anyone else, of any nature, scope and/or extent whatsoever and irrespective the cause thereof and/or reason therefore.

14.2 The Company shall be exempted from and shall not be liable under any circumstances whatsoever for any damages of any nature whatsoever (albeit direct damages), whether in the contemplation of the Parties or not, which the Customer or anyone else may suffer as a result of any act and/or neglect of the Company or anyone else of any nature, scope and/or extent whatsoever, unless same was caused by the wilfully malicious and/or grossly negligent acts and/or neglects of the Company.

14.3 The Customer acknowledges that it shall ensure that it is fully acquainted with the condition of all purchased Goods, as well as the Services rendered at all times, albeit via third party representatives or otherwise.

14.4 Notwithstanding anything contained herein or elsewhere to the contrary, the Company's liability toward the Customer, if any, shall never exceed the amount/s actually paid by the Customer to the Company for the relevant Goods and/or Services to which the specific claim relates.

14.5 The Customer acknowledge and agrees that it is aware that, by the installation of any of the Goods to the Vehicle, he/she/it may forfeit his/her/its Manufacturer Warranty. The Customer hereby indemnify and hold the Company harmless in respect of any liability should the Customer forfeit his/her/its Manufacturer Warranty.

15. NON PERFORMANCE



15.1 The Customer shall not have any claims of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under an order or these Terms and Conditions as a result of vis major, force majeure, act of God, strike or lockout, shortage of labour or materials, breakdown of machinery delays in transport, accidents of any kind and default or delay by any sub-contractor or supplier of the Company, riot, political or civil disturbances, the elements, any act of any state or government or any authority and/or any other cause whatsoever beyond the Company's control.

15.2 The Customer shall not have any claims of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under an order or these Terms and Conditions as a result of failure of carriers to furnish facilities for transportation, interference with supplies to the Company from the then existing sources of supply of any Goods, such interference including expropriation, confiscation, nationalization, relinquishment of ownership or control over all or part of the Goods by reason of request of or agreement with any governmental authority to whose jurisdiction the Company is subject or person purporting to act therefore, breakdown of or injuries to the facilities used in the production, transportation, receiving, handling or delivery of such Goods or any allocation programmed or rationing or priorities in effect pursuant to government direction or request or instituted in co-operation with any governmental authority or person purporting to act therefore.

16. SUSPENSION OF THE COMPANY'S OBLIGATIONS

16.1 If any amount owed by the Customer to the Company, from any cause whatsoever, whether under an order or not, is not paid by the due date for payment then at the Company's election (and without prejudice to any other rights the Company may have): i) all amounts then owed by the Customer to the Company from any cause whatsoever, shall immediately become due and payable; and/or ii) the Company may retain in its possession any Goods of the Customer until all outstanding amounts have been paid; and/or iii) until payment is made the Company may suspend the rendering of the Services then uncompleted from any cause whatsoever and whether under any order or not; and/or iv) the Company may retain any payment made by the Customer to the Company prior to the due date of the payment in question.

17. CANCELLATION

17.1 The Company may cancel any Goods order or any uncompleted Services for any reason whatsoever, including the following but not restricted thereto: i) if the Customer commits a breach of any of the provisions of these Terms and Conditions; ii) if the Customer being an individual, dies or is provisionally or finally sequestered or surrenders his/her estate; or iii) if the Customer being a partnership, the partnership is terminated; or iv) if the Customer being a legal entity/juristic person, is placed under a provisional or final order of liquidation or business rescue; or v) if the Customer compromises or attempts to compromise generally with its creditors.

17.2 The Company's rights in terms of clause 17.1 shall not be exhaustive and shall be in addition to its other rights under these Terms and Conditions (and/or the Extended Payment Terms and Conditions applicable between the Parties (if any)) or otherwise.



17.3 Upon the termination of an order for any reason whatsoever: i) all amounts then owed by the Customer to the Company under the order shall become due and payable immediately, and ii) the Company may retake possession of any Goods sold where ownership has not passed.

18. JURISDICTION, ARBITRATION AND COSTS

18.1 Regardless of the Parties' place of execution, performance or domicile, these Terms and Conditions and all orders and all modifications and/or amendments thereto shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

18.2 If any dispute or difference of any kind whatsoever shall arise between the Customer and the Company in connection with or arising out of an order or these Terms and Conditions, then the matter in dispute or difference shall be referred to arbitration in accordance with the provisions of AFSA (Arbitration Foundation of Southern Africa). The Arbitration shall be held in Pretoria, Republic of South Africa, in English before a single arbitrator and with a view of obtaining an expeditious result.

18.3 The Customer agrees that if any claim against the Customer is handed over to the Company's attorneys for collection, the Customer shall be responsible for all attorney's costs incurred by the Company, which costs shall include all collection costs, disbursements and costs on the scale between attorney and own client, inclusive of collection commission.

19. CPA AND NCA APPLICATION

19.1 It is noted that both the NCA and the CPA (amongst other laws) may find application to an order/transaction between the Customer and the Company from time to time. As such, it is confirmed that nothing contained in these Terms and Conditions aims/intends to circumvent the NCA or the CPA in events where it may find application.

19.2 Notwithstanding that stated in 19.1 above, the NCA and CPA shall only apply to an order/transaction between the Parties where it is specifically provided, via the said Acts, that same applies and then only to the extent that same applies. In no way manner or form is intended that either of these Acts (albeit it in whole or partially) apply voluntarily.

19.3 Hence, for as far as the provisions of these Terms and Conditions contradict any provision of the CPA or NCA (or any other law) that apply to an order/transaction between the Company and the Customer, the applicable provision/s of the said law shall prevail in respect of that order/transaction (but only to the extent of the conflict).

20. MISCELLANEOUS

20.1 Severability

20.1.1 It is agreed that each clause and each sub-clause in these Terms and Conditions is severable, the one from the other;

20.1.2 If any clause or sub-clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall continue to be of full and competent force and effect.



20.2 Entire Terms and Conditions and non-variation

20.2.1 These Terms and Conditions represent all the terms and conditions pertaining to the sale and delivery of Goods and the rendering of the Services between the Company and the Customer. The Customer warrants that it understands all the terms and conditions and accepts them.

20.2.2 No alteration or variation of these Terms and Conditions shall apply unless the alteration or variation in question is expressly agreed to or issued in writing by the Company.

20.3 Assignment of rights and obligations

20.3.1 The Customer may not cede or assign its rights or obligations in terms of any order or these Terms and Conditions to any third party without the prior written consent of the Company, which consent shall not be unreasonably withheld.

20.3.2 The Company may cede and assign its rights and obligations in terms of any order or these Terms and Conditions applicable between the Parties (if any)) to any third party without the prior written consent of the Customer.

20.4 Relaxation

No relaxation which the Company may give at any time and on any occasion in regard to carrying out of the Customer's obligations in terms of any order or these Terms and Conditions, shall prejudice or be a waiver of any of the Company's rights to enforce those obligations on any subsequent occasion.