UBERTEX cc
Textile Supplier

STANDARD TRADING TERMS (REVISED 22/07/2022)

DEFINITIONS

For the purpose of these contractual terms, unless inconsistent with the context, the following words shall have the following meaning:

"the Supplier" – Ubertex cc (CK2008/183167/23).

"the Customer"- any person or persons at whose request or on whose behalf or for whom the Supplier undertakes any business, or provokes any advice, information or services, whether gratuitously or not.

"the Goods" – any goods of any nature whatsoever in respect of which the Supplier provided goods.

"the Services"- any services of any nature whatsoever in respect of which the Supplier provided services.

SUPPLIER'S DETAILS

Physical Address:
33b Circuit Road, Westmead, Pinetown, 3610

Telephone: 031 2086099

Email: jorg@ubertex.co.za

VAT No. 4340251018

BANK DETAILS:

FIRST NATIONAL BANK
BRANCH – Comm Account Services Cust
ACCOUNT 62367182674
CODE 210554

1. **The Customer agrees that: -**
   (a) **This contract represents the entire agreement between the Customer and the Supplier and that no alterations to this contract may be effected unless agreed to by both parties, reducing to writing and signed by the Customer and a duly authorised representative of the Supplier.**
   (b) **This contract will govern all future contractual relationships between the parties and is applicable to all existing debts between the parties.**
   (c) **This contract is not subject to any suspensive or dissolutive conditions, or any conflicting conditions stipulated by the Customer**
   (d) **These terms supersede all previous conditions without prejudice to any securities or guarantees held by the Supplier.**
   (e) **The terms apply to all servants, agents and subcontractors of the Supplier.**

2. **Our credit terms are strictly 30 days from date of statement with no settlement discount, unless otherwise stated or agreed upon.**

3. **All quotes and orders are subject to the availability of the Goods and Services and the prices quoted are subject to any increases in the cost price, including unsecured currency fluctuations and subject to correction of bona fide errors by the Supplier before despatch of goods and commencement of services.**

4. **Any delivery note (copy or original) signed by the Customer, or a third party engaged to transport the Goods and held by the Supplier shall be conclusive proof that delivery was made to the Customer.**

5. **The risk of damage to, destruction or theft of the Goods passes to the Customers on conclusion of the agreement of sale and the Customer undertakes to insure the Goods fully until paid for.**

6. **Delivery and performance times given are merely estimates and are not binding on the Supplier.**

7. **All orders must be placed in writing. The Supplier is not obliged to accept any order and the Supplier is only bound by an order when it accepts that order in writing.**

8. **Ubertex cc standard level of acceptable quality (LAQ) is 12 flaws per 100 square metres. No claims for flaws within this parameter will be considered. (A 3% no claim reject level allowance applies)**

9. **If the Supplier cannot deliver a consignment or if delivery is delayed for any reason beyond its reasonable control, including but not limited to the negligence of the Supplier, its employees or agents or a breach of these conditions, the Supplier may cancel the delayed consignment or extend the time for performance until it is able to deliver the goods. Ubertex cc will under no circumstances accept claims relating to chain store penalties and discount claims relating to late deliveries.**

10. **If the Customer requests to cancel an order due to a delay in delivery, the Supplier will discuss the cancellation request with the Manufacturer and where possible cancel the order with the factory. If the Manufacturer refuses to cancel the order, the supplier reserves the right to refuse the customer's order cancellation request, for any orders where the delivery delay is less than 20 days. Once fabric has been shipped, no cancellation will be accepted if delivery is delayed during transit or due to customs related issues.**

11. **No claims will be recognised in respect of Goods-in-transit unless pointed out to the driver on receipt and endorsed accordingly. Claims must be lodged in writing within 7 (seven) days from date of receipt. No claims will be recognised where Goods have been removed from original packaging and cut.**

12. **All Goods supplied by the Supplier remain the property of the Supplier until such Goods have been fully paid for whether such property is attached to other property or not.**

13. **The Customer shall be liable to the Supplier for all legal expenses and attorney and counsel incurred by the Supplier in the event of any default by the Customer or any litigation in regard to the validity and enforceability of this contract.**

14. **Payments in the form of CASH must be deposited directly into the Supplier's bank account and unless an official receipt in the name of Ubertex cc is provided in support of this CASH payment, it will not be accepted as a valid payment toward the Customer's account held with the Supplier.**

15. **The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the customer and any such extension will not be applicable or enforceable unless agreed to by the Supplier, reduced to writing and signed by the Customer and a duly authorised representative of the Supplier.**

16. **Where goods are delivered on the basis of the Customer's receiver paying the delivery costs and the receiver does not accept the goods on this basis, the Customer will be liable for the Transporters costs.**

17. **Where monies are payable and overdue, the Supplier reserves the right to withhold any delivery of Goods or Services, without prior notice, until full settlement of the amounts due are paid.**

18. **The Customer agrees and acknowledges that the Supplier may at any time and for any reason whatsoever immediately withdraw all and any credit facility extended to the Customer and claim forthwith from the Customer the full outstanding balance due and payable in terms of such facility.**

19. **Accounts dormant for a period of three months (90 days) will be closed. Purchases thereafter will require a new credit application to be filled in and to be submitted.**

20. **Ubertex cc shrinkage parameters (Dimensional Stability after washing) are based on manufacturer guidelines and are checked via lab reports. Ubertex cc customers must ensure a bulk sample is manufactured from the purchased fabric and tested to confirm that fabric shrinkage is acceptable for the intended end use. Fabric shrinkage must be checked by customers before cutting the bulk of the fabric purchased, as no shrinkage related claims will be considered for cut fabrics and or made ups.**

21. **It is strongly recommended and, in the client's best interest to test fabric delivered before commencing the processing thereof. No claims will be recognised if fabric in question has been cut and/or refers to fabric invoiced more than three months ago from time of claim. Claims will only be considered for fabric invoiced by Ubertex cc. Third party processing related claims will not be considered. Unless "Colour Blocking" requirement is specified on order placement no cross-staining claims will be considered.**

22. **Fabrics containing any variation in mass, not exceeding 5%, variation in width not exceeding 2% and/or minor variations in colour shall be accepted by the Customer as being in accordance with the order. A latitude of 10% shall be allowed for the quantity delivered versus ordered.**

23. **Length variation – a tolerance of 1% for woven fabrics and 3% for knitted fabrics is applicable to the length invoiced compared to that when measured by hand and/or on flat table.**

24. **The Seller shall be entitled to charge the Customer interest up to the maximum rate allowable in law, on any amount not paid by the Customer on the due date thereof, such interest to be calculated from the date when such amount falls due until the date payment thereof is received by the Seller.**

25. **The maximum liability of Ubertex in respect for any claims of loss, damage or expense of whatever nature and however arising in respect of any fabrics sold to a customer by Ubertex, shall in no circumstance exceed fabric value as stipulated in the Ubertex invoice in question.**