



TERMS and CONDITIONS

Northern Diesel Injection CC

220 Propshaft Road Samcor Park Silverton Pretoria

1. **INTERPRETATION AND PRELIMINARY**

The headings of the clauses in these Terms and Conditions are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the provisions of these Terms and Conditions nor any clause hereof. In these Terms and Conditions, unless a contrary intention clearly appears:

- 1.1 Words Importing
 - 1.1.1 any one gender include the other two genders;
 - 1.1.2 the singular include the plural and *vice versa*; and
 - 1.1.3 natural persons include created entities (incorporated or non-incorporated) and *vice versa*.
- 1.2 The following terms shall have the meanings assigned to them hereunder, unless the context indicates otherwise, and cognate expressions shall bear corresponding meanings, namely:
 - 1.2.1 **“Agreement”** and **“Terms and Conditions”** shall mean the content of this document, together with any annexures, appendices, amendments and updates hereto;
 - 1.2.2 **“Customer(s)”** shall mean any Person(s), company, close corporation, partnership, trust or any other natural or juristic entity which engages the Services of the Company or which purchases any Vehicle, Machine, Component or Part from the Company;
 - 1.2.3 **“Company”** shall mean Northern Diesel Injection CC, a close corporation duly incorporated in terms of the laws of the Republic of South Africa, with registration number 1991/020786/23 and with its registered address at, 220 Propshaft Road Samcor Park Silverton Pretoria SA.
 - 1.2.4 **“Component”** shall mean any component of a Vehicle or Machine, being comprised of Parts;
 - 1.2.5 **“Fuel Injection Component”** shall mean any diesel fuel injection-related Component (including pumps and injectors), and **“Other Component”** shall mean any other Component;
 - 1.2.6 **“Machine”** shall mean a diesel or diesel-related mechanical, electronical or electric apparatus having one or more Components and/or Parts using or applying any form of power to perform a specific task, including but not limited to generators, production-line equipment, mining machines and equipment and all other diesel or diesel-related machines;
 - 1.2.7 **“Part”** shall mean any part of a Vehicle, Machine or Component, regardless of whether or not same is able to function independently from such Vehicle, Machine or Component;
 - 1.2.8 **“Parties”** shall mean the Company and the Customer and **“Party”** shall mean either one of them as the context may indicate;

- 1.2.9 **“Person”** shall mean and include natural and juristic persons, partnerships, trustees of trust (jointly), associations, institutions, organisations, governmental entities, authorities and state institutions, departments and ministries;
- 1.2.10 **“Service(s)”** shall mean the services provided by the Company, including but not limited to the service and repair of Fuel Injection Components and ancillary matters;
- 1.2.11 **“Supplier”** shall mean contractor, subcontractor, service provider or other third party with whom the Company makes arrangements to provide goods or Services to Customers in connection with the Services of the Company, including such Supplier’s agents, representatives of any form, associates, affiliates, subsidiaries, members, holding companies, shareholders, directors, and employees;
- 1.2.12 **“Vehicle”** shall mean any Vehicle designed or adapted for propulsion or haulage on a road by means of diesel,; and
- 1.2.13 **“Week”** shall mean 7 consecutive days from Monday to Sunday but excluding any official public holidays of the Republic of South Africa.
- 1.3 The termination of these Terms and Conditions shall not affect any provisions hereof which expressly or by necessary implication provide that they will operate subsequent to any such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.4 If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.5 No Party shall be bound by any express or implied term, representation, warranty, undertaking or the like not specifically being recorded in this Agreement.
- 1.6 No latitude, extension of time or any other indulgence which may be given, or permitted, by either Party to the other Party in respect of the performance of any obligation in terms of this Agreement, or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by any Party shall, under any circumstance whatsoever, be construed to be any implied consent to such Party, or operate as a waiver, or a novation of, or otherwise affect any of that Party’s rights in terms of and arising from this Agreement, or stop such Party from the enforcement, at any time and without any notice, of strict and punctual compliance with each and every provision, term or condition of this Agreement.
- 1.7 The Parties shall not cede, assign, transfer, pledge or make over in any way whatsoever their right, title and interest in and to these

- Terms and Conditions or any Part thereof without the prior written consent of the other Party.
- 1.8 These Terms and Conditions constitute the entire agreement between the Company and the Customer in respect of the subject matter hereof, and supersedes and replaces in their entirety all previous agreements, representations or warranties between the Parties in this regard. Unless otherwise stipulated elsewhere in this Agreement, no variation, cancellation, novation or deletion of any provision hereof shall be binding unless reduced to writing and signed by an authorised representative of the Company.
- 1.9 Where a conflict exists with regard to the provisions of this Agreement and any other agreement or document, other than an amendment hereto, the provisions of this Agreement shall prevail.
- 1.10 No waiver of any of the terms and conditions of this Agreement will be binding or effective for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of any Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 1.11 All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* (as not included herein) and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect. The Parties declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 1.12 Unless the contrary is indicated, when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or official public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 1.13 References to notices, statements and other communications by or from the Company include notices by or from the Company's agent(s).
- 1.14 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

- 1.15 Expressions defined in these Terms and Conditions shall bear the same meanings in schedules, annexures, addenda and amendments to these Terms and Conditions which do not themselves contain their own definitions.
- 1.16 This document shall not be interpreted against the Party responsible for preparing and drafting it; in other words, the *contra proferentem* rule shall not apply to the interpretation of this document.
- 1.17 The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of these Terms and Conditions).

2. AGREEMENT

These Terms and Conditions govern the relationship between the Company and the Customer in all aspects of such parties' dealings with each other, including the delivery of goods and rendering of Services by the Company to the Customer. This includes, but is not limited to, consultations, quotes and invoices issued, Services rendered and good delivered by the Company.

3. SCOPE OF SERVICE

- 3.1 The Company is a specialist in the service and repair of Fuel Injection Components. It is not and does not represent itself as being a specialist in the service and repair of the Vehicles and Machines (and their constituent Other Components and Parts) in respect of which the Fuel Injection Components find application or of which they form part; the Company only renders its Services in respect of such Vehicles and Machines (and their constituent Other Components and Parts) insofar as is necessary to gain access to and render the Services to the relevant Fuel Injection Components thereof.
- 3.2 To the extent that a Vehicle or Machine is not operating properly or at all, the Company is only in a position to restore the Vehicle or Machine to proper operation (i.e. to a running condition) to the extent that the non-operation is attributable to a Fuel Injection Component or Part thereof; to the extent that the non-operation is caused by any Other Component or Part thereof, or any reason other than one attributable to a Fuel Injection Component, the Company does not represent itself as being able to restore the relevant Vehicle or Machine to proper operation (i.e. to a running condition).
- 3.3 In other words, the Company does not represent itself as being a specialist in any matter besides the service and repair of Fuel Injection Components, and if a Vehicle or Machine is not operating properly or at all due to any reason other than a Fuel

Injection Component, the Company may not be able to assist with restoring the relevant Vehicle or Machine to proper operation, but shall still be entitled to charge for its Services in relation thereto at its standard labour rates (which Services include, without limitation, those necessary to determine whether the relevant Vehicle or Machine is not operating properly due to a Fuel Injection Component or some other reason).

4. WORK SPECIFIC AND GENERAL

4.1 The following provisions apply to work done by the Company which is of a specific nature:

4.1.1 **Fuel pump calibrations:** Notwithstanding anything to the contrary contained in these Terms and Conditions, if a pump has been calibrated only, then the Company does not offer any guarantee, warranty or back-up service whatsoever in respect of such pump and the Services rendered;

4.1.2 **Injector checking:** Notwithstanding anything to the contrary contained in these Terms and Conditions, if an injector(s) has been tested only, then the Company does not offer any guarantee, warranty or back-up service whatsoever in respect of such injector and the Services rendered;

4.1.3 **Specific repairs:** Notwithstanding anything to the contrary contained in these Terms and Conditions, if the Customer specifies a work or job repair instruction to be carried out by the Company, then only such specific instruction will be carried out. In respect of such instruction, the Company does not guarantee the Customer's desired outcome in any way;

4.1.4 **Partial or patch up repairs:** Notwithstanding anything to the contrary contained in these Terms and Conditions, no guarantee or warranty shall be offered by the Company on Customer-specified partial or patch up repairs. Such work shall be undertaken by the Company at the Customer's sole risk. The Customer shall be liable for quote costs and the Company shall not be held responsible or accountable in any way should the desired results not be achieved;

4.1.5 **Strip and quote:** Notwithstanding anything to the contrary contained in these Terms and Conditions, should the Customer give an instruction to strip a Component, Machine and/or Vehicle in order to prepare a quote for Services to be rendered in respect thereof, and such Customer then denies or rejects the quote rendered by the Company, no guarantee will be given by the Company that the Company will be able to return the relevant Component, Machine and/or Vehicle to a running or properly functioning condition. The Company reserves its

4.1.6

rights to agree to reassemble such Component, Machine and/or Vehicle, which assembly will be done at the Customer's cost at the Company's standard labour rates. All work carried out as above will be charged for at the Company's standard labour rates;

Non-running Vehicles or Machines: If a Vehicle or Machine is provided to the Company in a non-running condition (or a condition in which the Vehicle or Machine is not running properly), then all quotes issued by the Company in respect of Services to be rendered on such Vehicle or Machine shall be deemed to be an estimate only. Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company does not guarantee that the Services rendered in respect thereof will result in the Vehicle or Machine being restored to a proper running condition, but the Company shall nonetheless be entitled to charge for its Services at its standard labour rates. To the extent that the Company services or repairs a Fuel Injection Component of a Vehicle or Machine which is not operating properly or at all, and pursuant to such service or repair the Vehicle or Machine is restored to proper operation, the Company only guarantees its Services in respect of the relevant Fuel Injection Component. Accordingly, if, subsequent to such repair or service and corresponding restoration of proper operation, the relevant Vehicle or Machine ceases to operate properly or at all for any reason other than the relevant Fuel Injection Component (for example, the failure of any Other Component (or Part thereof) of such Vehicle or Machine, including but not limited to power issues and hard starting), then the Company is not responsible for such non-operation and its guarantee shall not extend thereto. Further, the Company shall be entitled to charge, at its standard labour rates, for the Services necessary to determine whether the relevant Vehicle or Machine is not operating properly due to the previously-serviced Fuel Injection Component or some other reason; and

4.1.7

Running Vehicles or Machines: If a Vehicle or Machine is provided to the Company in a running condition, then all quotes issued by the Company in respect of work to be done on such Vehicle or Machine shall be deemed to be an estimate only. During the course of the Company conducting work on such Vehicle or Machine, further faults, problems or defects may manifest or be uncovered, which faults, problems or defects had not manifested or were not detectable until work on the Vehicle or Machine commenced. The identification of, and, to the extent

- possible, remedying of any such further faults, problems or defects, shall be attended to by the Company at its standard labour rates.
- 4.2 The following provisions apply to all work done by the Company in general:
- 4.2.1 the Company shall not provide Customers or any third party with any loan Vehicles under any circumstances;
- 4.2.2 any Component or Part not collected within three (3) months of completion will be sold to cover the costs incurred by the Company for the storage thereof. The proceeds of such Component or Part, regardless of the value thereof, shall be deemed to be the value of the storage costs incurred by the Company, unless the Company determines that such value is less than the storage cost;
- 4.2.3 a storage fee of R 250.00 per day will be charged for each Vehicle or Machine not collected within one (1) week of the completion of the Services rendered by the Company in relation thereto, and subsequent notification of such completion to the Customer. Notification of completion to the Customer shall be made either via telephone, email, fax, SMS, voice message or an instant message service such as Whatsapp; and
- 4.2.4 should the Company not be able to render Services or provide goods at a date agreed upon between the Parties, then the Company shall render such Services or provide such goods thereafter within a reasonable time.

5. LIABILITY

- 5.1 The Customer must notify the Company immediately of any problems which are encountered or which manifest subsequent to the Company carrying out Services on any Vehicle, Machine or Component of the Customer.
- 5.2 While a Customer's Vehicle, Machine or Component is in the Company's possession, the Company shall make every reasonable effort to ensure that such Vehicle, Machine or Component is protected from any danger or damage, however, the Company shall not be held responsible for any loss sustained by a Customer as a result of damage to such Vehicle, Machine or Component (while in the Company's possession) as a result of fire, theft, acts of God or public enemy, terrorism, civil war, insurrection or riot, civil unrest, labour disputes, strikes, fire, flood, explosion, earthquake, accident, epidemic, quarantine restriction, or as a result of the application of any law(s), or the acts or omissions of any state, government or regulatory authority, or as a result of any other cause beyond the reasonable control of the Company, accidents, criminal behaviour or negligence by outside parties or by employees of the Company.

- 5.3 It is the Customer's responsibility to ensure that any Vehicle, Machine or Component, while in the Company's possession, is adequately insured and that the Customer's insurers are aware of the location of such Vehicle, Machine or Component, the work being undertaken and that any Vehicle may be test driven, or any Machine may otherwise be tested, by employees, representatives or agents of the Company.
- 5.4 It is the Customer's responsibility to ensure that all valuables are removed from any Vehicle, Machine or Component before leaving the Vehicle, Machine or Component at the premises of the Company.
- 5.5 Vehicles are test driven at the Customer's own risk. Any test drive may result in overheating, engine failure and any other consequence and damage to such Vehicle. The Customer warrants and confirms that these risks are understood and accepted and that the Company shall not be held liable in the event of such damage being sustained.
- 5.6 The Company shall not be held liable for product defects. No guarantee is accordingly given by the Company for products which were faulty when same was manufactured, regardless of such fault being latent or not.
- 5.7 Notwithstanding anything else contained in this Agreement, the Company shall not be liable or responsible to a Customer or any third party for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property unless caused by the Company's gross negligence or wilful misconduct (irrespective of the cause of such injury, death, loss or damage).
- 5.8 The Company will not be liable for any consequential damages or economic loss suffered by the Customer as a result of any Services rendered or goods delivered whatsoever.
- 5.9 The Company shall under no circumstances be responsible or liable for the acts or omissions of its Suppliers and/or other third parties and their products.
- 5.10 The Customer binds his/her/its directors, shareholders, members, dependents, heirs, trustees, executors, administrators, third parties, assigns or any other similar successive or executive entities related to the Customer to the terms and conditions of this document.
- 5.11 Whenever it is necessary or preferable that a third party provides the required services and/or goods, the Company will be entitled to arrange the involvement of such third party on behalf of the Customer. The Company shall not be liable for the services or goods of such third party or any damages that arise therefrom.
- 5.12 Should the Customer allege that any of the Services rendered or the goods provided by the Company are defective, the Company shall be entitled to a reasonable opportunity to carry out an inspection in order to determine or verify the cause of the alleged

defect, and shall charge for such inspection at its standard labour rates (unless the defect is directly attributable to the Services rendered by the Company).

5.13 The Company's liability arising under any warranty or guarantee shall be limited to the reasonable costs of remedying defective Services only.

5.14 The Company will not be liable for any damage caused by any pre-existing defect (latent or otherwise) in any Vehicle, Machine or Component (or Part thereof) owned by the Customer.

5.15 Should the Customer purchase any Part for fitment (by the Company) from any third party, the Company does not guarantee that such Part is suitable for the purposes for which it was purchased.

6. QUOTATIONS, INVOICES AND BILLING

6.1 All work carried out by the Company (including fault finding and troubleshooting), regardless of the outcome, shall be charged for by the Company at its standard labour rates, in the manner indicated on notice boards displayed at the reception area on the Company's premises and is subject to change without any notice.

6.2 All quotes are calculated and charged for at an hourly rate. The Company may render and dispatch quotes to the Customer in any number of ways, including but not limited to fax, email or other electronic means or SMS or other instant message service such as WhatsApp.

6.3 Only quotes received in writing will be deemed to be binding.

6.4 Services rendered by the Company in relation to timing and fitment faults and issues which are a result of the Customer's negligence, ignorance or other action shall be charged for at a standard hourly rate, which rate does not include call-outs, travel or towing to repair the fault or timing or other issue, which will be charged for separately.

6.5 The amounts reflected on the Company's quotations are subject to change at any time before acceptance by the Customer for any reasons, including but not limited to actual costs of Parts or Components provided and/or Services rendered, exchange rate fluctuations, fuel costs, taxes, government regulations, and increased or additional costs which may be imposed upon the Company by any Suppliers and/or other persons or entities beyond the Company's control.

6.6 No cheques whatsoever will be accepted as payments for any Services rendered by the Company. Payments may only be made by means of Electronic Funds Transfer, card or cash payments.

6.7 All charges by the Company are VAT exclusive unless otherwise indicated on invoices rendered to the Customer.

6.8 The Customer has the right to cancel the rendering of Services at any time, it being understood that the Customer will be liable to the Company for all costs incurred up to the time of cancellation.

7. BANKING DETAILS

7.1 Notwithstanding anything else stipulated on invoices and/or statements, the Company's banking details are available on the Company's website.

7.2 Please pay careful attention to the banking information and requirements as any payment will remain the responsibility of the Customer and will be deemed to remain unpaid unless and until payment it is received in cleared funds into the appropriate bank account of the Company.

7.3 The Customer should ensure that all of its own bank charges incurred are included in his/her/its payment to the Company. Any shortfall in the amount received by the Company will be considered as being outstanding. Copies of all bank transfers, which should include the relevant invoice number as a reference, are required upon payment and must be emailed to the Company.

8. GUARANTEES AND WARRANTIES

8.1 All Services carried out by the Company in respect of any Fuel Injection Component carry a basic six (6) month guarantee on new Parts fitted and workmanship unless specifically excluded on the Customer's invoice, or as a result of any term of this Agreement. New Parts fitted are covered by manufacturer's warranty and any failure and subsequent replacement of said Part will be at the sole discretion of the manufacturer.

8.2 The Company does not provide any guarantee or warranty in respect of the outcome of excessive fuel consumption problems.

8.3 All guarantees or warranties on the part of the Company shall be deemed to be null, void and *pro non scripto* should any protective seal or any other anti-tamper devices, stickers or equipment be removed or tampered with.

8.4 The Company does not provide any guarantee or warranty whatsoever on calibrations, partial repairs, Customer-specified work or patch ups.

8.5 All guarantees or warranties on the part of the Company shall be deemed to be null, void and *pro non scripto* should any type of performance chip, any other aftermarket chip, hardware, software or any other device be fitted or any other alterations be made to any Vehicle, Machine or Component after the Company has worked on such Vehicle, Machine or Component.

8.6 Any guarantee or warranty by the Company does not cover damage caused by factors out of the Company's control, including but not limited to, contaminated diesel or fuel, missed service intervals, damage caused by overheating of the engine, normal wear and tear, incorrect fitment by Customers, voltage spikes, fitment of third party components (including items described in the paragraph *supra*) and/or consequential damage caused by vibration/resonance of the engine, drive train or any other Component or Part of a Vehicle or Machine.

8.7 The Customer shall be entitled to return Parts or Components purchased within 5 (five) working days, subject to such Parts or Components being unused, undamaged, in the original packaging and in a resalable condition. This applies only to newly packaged Parts or Components, and not to complete/partial jobs including labour.

8.8 The guarantee provided by the Company in terms of clause 8.1 immediately terminates if, during the six (6) month guarantee period, the relevant Fuel Injection Component serviced by the Company, whether it has become defective or not, is serviced by a third party technician or other service provider before the Company has the opportunity to do so. That is to say, the Company has a right of first repair in respect of Fuel Injection Components serviced by it.

8.9 If a Vehicle or Machine (or Other Component or Part thereof) of a Customer should fail after a Fuel Injection Component forming part of such Vehicle or Machine (or which operates alongside such Other Component or Part thereof) is serviced or repaired by the Company, and the Customer alleges that the Fuel Injection Component is the direct cause of the failure, and the Company disputes such allegation, such dispute shall be referred to an engine failure analyst appointed by the Company within a reasonable time. The engine failure analyst shall be a suitably qualified and experienced expert in engine failure. He/she shall prepare an engine failure report which shall determine the cause of the failure of the relevant Vehicle or Machine (or Other Component or Part thereof), and such determination shall be final and binding on the Parties, and delivered within 4 weeks of appointment.

9. OWNERSHIPS AND RESPONSIBILITY

9.1 All Parts installed in, fitted to or in any other way applied or adjacent to any Vehicle, Machine or Component (and, to the extent applicable, Components to any Vehicle or Machine) by the Company remain the property of the Company until all outstanding amounts owing to the Company have been settled in full.

9.2 Should the Customer supply his own Parts for the Company to utilise in the rendering of its Services to the Customer, same is done at the sole risk of the Customer. In such instance, the Company will supply the labour and the machinery to fit and test the Parts at its standard labour rates. The Company does not provide any guarantee or warranty pertaining to such labour, machinery or Parts. Should the Parts supplied by the Customer be faulty, then such Parts may be replaced by the Company at an additional cost.

9.3 Third parties including but not limited to drivers or other agents who provide the Company with any Vehicle, Machine or

Component do so on behalf of the Customer and owner of the Vehicle, Machine or Component and warrant that they are duly authorised to do so.

9.4 All spares extracted from a Vehicle, Machine or Components during the servicing thereof will only be returned to the Customer at the Customer's specific instance and request at the commencement of any job.

9.5 Should the Customer supply its own Parts or specifically request the fitment of second hand Parts, and authorise any repair or fitment, the Company cannot be held liable for the performance of the Parts whatsoever. The Company will only warrantee its workmanship and that such Parts have been fitted correctly.

10. AMENDMENT TO TERMS AND CONDITIONS

10.1 The Company reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions (in whole or in Part) of these Terms and Conditions from time to time.

10.2 Any changes to these Terms and Conditions shall immediately become effective subsequent to same being amended.

10.3 The onus rests on the Customer to periodically check the Terms and Conditions on the Company's website and on the premises of the Company where these Terms and Conditions may be displayed for any changes or updates therein contained.

10.4 The Customer's continued use of the Company's Services following any amendments to the Terms and Conditions by the Company shall be considered notice of the Customer's acceptance to abide by, and be bound by same.

11. BREACH

11.1 The Parties acknowledge that any breach of the terms of this Agreement shall constitute a material breach, and a breach of the relationship of trust between the Parties.

11.2 In the event that the Customer breaches this Agreement in any respect whatsoever, the Company will be entitled (without limiting any other rights or actions which the Company might have in terms of this Agreement or any law) to:

- 11.2.1 cancel this Agreement; and/or
- 11.2.2 cancel any other agreement between the Parties; and/or
- 11.2.3 claim damages from the Customer; and/or
- 11.2.4 institute urgent or other proceedings against the Customer to enforce any obligation of the Customer; and/or
- 11.2.5 take any other necessary steps available in law which the Company deems necessary to protect the rights and interests of the Company.

12.	JURISDICTION		
	These Terms and Conditions and all legal relationships between the Customer and the Company shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.		as may be further detailed in the Company's Credit Application, unless legally obliged to do so, or required to do so for the purpose of existing or future legal proceedings, or the sharing of personal information is necessary for the pursuance or protection of the Company's legitimate interests, or that of the customer or of a third party.
13.	CONTACT DETAILS		
	In the event that you need to contact the Company for purposes related to these Terms and Conditions, please use the following contact details:	14.5	The Company shall only collect personal information directly from the customer, save where the customer consents to the collection of trade references from third parties where consent is hereby voluntary given by the customer.
13.1	Telephone: 0861114390		
13.2	Email: info@northerndiesel.co.za		
13.3	Physical address: 220 Propshaft Road Samcor Park Silverton Pretoria SA	14.6	The Company shall process the personal information only for the purpose for which it has been collected.
13.4	Postal Address: PO Box 159 Silverton 0127		Processing by the Company shall include the collection, receipt, recording, organization, storage, collection, retrieval, dissemination, alteration and updating of personal information.
14.	POPI ACT PROVISIONS	14.7	
14.1	The Company collects and processes the personal information of the customer for the purpose of concluding and performing a contract. The customer is aware of the collection at the time of its collection.	14.8	The customer hereby provides its voluntary, specific, and informed consent to the processing of its personal information by the Company in accordance with the purpose of processing, as is described above.
14.2	The personal information of the customer includes:		
14.2.1	Names and surnames and/or		
14.2.2	Identity numbers and/or		
14.2.3	Registration numbers and/or	14.9	The customer understands and accepts that the personal information is mandatory and that withholding of or failure to disclose personal information will result in the Company being unable to conclude and perform in terms of a contact for the supply and delivery of goods.
14.2.4	Physical addresses and/or		
14.2.5	Email addresses and/or		
14.2.6	Telephone numbers and/or		
14.2.7	Other unique identifiers		
14.3	The purpose of processing is to:	14.10	The customer has the right to:
14.3.1	Confirm and verify a prospective customer's identity and credit worthiness	14.10.1	Be notified that personal information about it is being collected.
14.3.2	To provide communications	14.10.2	Be notified that its personal information has been accessed or acquired by an unauthorized person and the Company shall notify the customer in accordance with the provisions of Section 22 POPIA.
14.3.3	To conclude and perform in terms of a contract with the customer		
14.3.4	To manage the customer relationship		
14.3.5	For audit and record keeping purposes		
14.3.6	For legal proceedings including debt collection and / or	14.10.3	Establish whether the Company holds personal information about it and to request access to it and to request a record thereof, as is detailed in the Company's Privacy Policy.
14.3.7	For compliance with legal and regulatory requirements.		
14.4	The Company shall only share the customer's personal information for the purpose for which it was collected and	14.1.4	Request the correction, destruction, or deletion of its personal information. The customer shall

notify the Company of any changes to its personal information.

14.1.5 Object to the processing of its personal information on reasonable grounds, as is detailed in the Company's Privacy Policy.

14.1.6 Withdraw its consent to the processing of its personal information, provided that the processing of personal information by the Company, for the purposes of concluding and performing a contract with the customer, shall not be affected.

15. **UNCLAIMED ORDERS**

15.1 It is the customer's responsibility to collect their items or arrange for delivery thereof.

15.2 Items not claimed within 90 days from the date of invoice may be sold to defray costs.