



TERMS AND CONDITIONS

- 1) All credit applications must be accompanied by a signed reciprocal indemnity and surety form, required seller documents, debtors contact sheet and a signed resolution of authority of signatories.
- 2) In addition to point 1) above, the seller may request an additional bank guarantee or letter of credit prior to releasing goods.
- 3) Communication regarding this account can be done telephonically or through messaging and will be confirmed by both parties via email to the addresses agreed upon on the Debtors Contact Sheet.
- 4) Any changes in the buyer-seller relationship must be communicated in writing to the seller and accompanied by the relevant updated documents.
- 5) All quotations, invoices and credit notes will be in Botswana Pula.
- 6) All quotations, invoices and credit notes will include Botswana Value Added Tax at the current applicable rate.
- 7) The full invoice value including VAT is the amount due in payment.
- 8) All quotations or proposals will include a 'valid until' date after which the seller retains the right to amend the prices quoted if necessary.
- 9) Requests for goods or services will be responded to with a quotation, which will be in writing.
- 10) Acceptance of a quotation must be in writing and will be by either the return of the signed quotation or by provision of a signed purchase order (if applicable) or both as the buyer chooses.
- 11) Purchase Orders may be sent via email (to any of our registered addresses) or hand delivered.
- 12) No account will be allowed to exceed the credit limit as stated above without prior written authority from the management of the seller.
- 13) Payment should be made via EFT into the account specified on the invoice. The seller accepts cash under BWP2500 and has swipe facilities for card payments.
- 14) An electronic proof of payment (for EFTs) should be sent via email to sales@cleanall.co.bw, receipt of which will be acknowledged. A physical receipt will be

generated for any other payment method.

- 15) The buyers' account will be credited with any payment made once it has been registered in the sellers' nominated bank account.
- 16) All goods purchased remain the property of Trans Africa Imports & Exports (Pty) Ltd (the seller) until paid for in full. Any goods not paid for by the agreed payment due date may be reclaimed by the seller.
- 17) The buyer must inspect goods delivered upon receipt and is deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by the seller within five calendar days after delivery of the goods. The buyer's authorised signatory must sign the invoice or delivery note as proof of delivery.
- 18) Returns will be accepted for unopened or unused items within 3 months of the date of sale and if the equipment is in the original state and is deemed working and in original condition. Refunds for accepted returns will be effected via EFT direct to the buyers' bank account.
- 19) Equipment purchased that is deemed faulty may be returned for inspection within the warranty period and repairs or replacement options will be discussed in writing once the equipment has been assessed. Warranties offered are indicated on the invoice with the serial number of the item covered.
- 20) The buyer must notify the seller in writing if a payment will be late prior to the due payment date and communicate a reason and a reasonable time frame in which they expect payment to be made. Acceptance of this change by the seller, if agreed will be communicated in writing.
- 21) Any payment that is not forthcoming at the due date without prior notification will be deemed late and the seller will notify the buyer in writing that this money is outstanding and request a remittance date.
- 22) Late payments will incur a penalty of 2.5% per month (or part thereof) levied on the buyer's amount outstanding. This will be invoiced on the 7th of the month following the lapsed payment due date and will include VAT. Every subsequent penalty will be based on the same percentage charged on the original buyer and will not include the previous penalty amount. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.
- 23) The supply of goods and services will cease with immediate effect should the buyers credit limit be reached and further account transactions will be suspended until payment is made and the balance is reduced sufficiently or the overdue payments are made.
- 24) Extensions to the credit limit may be applied for in writing to the sellers' management and will be assessed on necessity and payment history.
- 25) Once an account has been suspended, the buyer will be required to sign an acknowledgment of debt and enter into a payment plan agreement on how to clear the balance outstanding.
- 26) Any account that has continued to be suspended for non-payment for a period of 3 months from the initial due date will be closed and should an acknowledgement of debt and payment plan not be submitted, the process of debt collection will commence.
- 27) As per the reciprocal indemnity and suretyship form, any lawyer and seller's own costs

involved in collecting the debt will be for the buyers account and will be included in any claim.

- 28) Once a closed account has been paid off, it will not be reopened automatically and the buyer will revert back to a cash-only basis until such time as the buyer and seller agree that credit terms may be offered again, at which point the application process must recommence from the beginning.
- 29) The seller retains the right to change these terms and conditions. All changes will be notified to the buyer in writing 30 days before any changes being effected.
- 30) The seller will not be held responsible for any damage caused by or by misuse of the goods or equipment once received by the buyer.
- 31) Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.
- 32) In accordance with the Data Protection Act, No. 18 of 2024, we are committed to protecting your personal information. We collect your data solely to provide and manage our cleaning services, communicate with you, issue quotations or invoices, and enhance our offerings. Your information is kept confidential and will not be shared without your consent. You have the right to access, correct, or delete your information at any time.
- 33) These T's and C's are governed in accordance with the Laws of the Republic of Botswana.