

COD AGREEMENT

Made and entered into by and between

BLUSH AFFLUENT INTERIORS (PTY) LTD

And

(Hereinafter referred to as the “applicant”)

ANNEXURE A. COMPANY INFORMATION

COMPANY DETAILS	
REGISTERED NAME OF APPLICANT	
TRADING AS	
COMPANY REG NUMBER	
VAT REG NUMBER	
NATURE OF BUSINESS	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
TELEPHONE NUMBERS	
CELL NUMBER	
EMAIL ADDRESS	
SIGNATURE	

Trade Reference

1. Name of Company	2. Name of Company	3. Name of Company
Contact	Contact	Contact
Account Number	Account Number	Account Number

ANNEXURE B. TERMS & CONDITIONS

I/We the undersigned (Full Name) _____ hereby apply to Blush Affluent Interiors (PTY)LTD, for cod facilities and represents and warrant that the particulars given in Annexure A are true and correct. I /We acknowledge and agree that the cod granted to me/us in terms of this application, the following terms and conditions will apply:

CONDITIONS OF SALE

The Contract

- ❖ The Seller's invoice shall constitute a binding contract of sale between the Seller and the Purchaser.
- ❖ Ownership of the Goods shall remain with the Seller until such time as all amounts owing by the Purchaser to the Seller

Orders

- ❖ No order shall be valid unless in writing.
- ❖ In the event of the Seller accepting an oral order, then in that event, the purchaser waives and abandons all claims in respect of any alleged errors pertaining to such order and shall have no claim whatsoever in respect of the goods thus ordered.
- ❖ The Purchaser agrees that all orders the seller receives from the purchaser may not be cancelled or withdrawn without the seller's written consent, and that the seller will suffer damages if the purchaser purports so to cancel or withdraw. The purchaser accepts liability for all such damages.

Price

- ❖ The price payable by the Purchaser for the goods shall be the amount reflected on the Seller's order confirmation and which shall become due and payable immediately upon the Seller presenting the order confirmation to the Purchaser.
- ❖ The Seller may in its sole and absolute discretion require the Purchaser to make to it a payment in advance of the Seller giving execution to the Purchaser's order, and the Seller shall not be obliged to perform until it shall have received such advance payment.
- ❖ The Purchaser shall not apply any deduction or set off in respect of any payment due by it to the Seller.
- ❖ In the event of the Purchaser failing to effect any payment on due date, or should the Purchaser commit an act of insolvency or be liquidated either provisionally or finally, then in that event all and any amounts owing by the Purchaser to the Seller shall immediately become due and payable.

Delivery

- ❖ The Seller shall not be liable for any damages and/or loss howsoever arising from late delivery of the Goods.
- ❖ The Goods shall be deemed to have been delivered by the Seller to the Purchaser as soon as they have left the premises of the Seller. All risk in the Goods shall pass to the Purchaser upon the Goods leaving the premises of the Seller.
- ❖ Should the goods become damaged or lost while in transit from the Seller to the Purchaser, the Seller shall not be liable whatsoever for any damages suffered by the Purchaser (whether direct, indirect or consequential) and the purchaser shall remain liable to discharge its obligations in terms of this agreement.
- ❖ The Purchaser shall pay for all freight carrier and transport cost incurred in transporting the Goods from the Seller to the Purchaser and the Purchaser agrees that the Seller in its own and absolute discretion shall be entitled to select and engage such carrier.
- ❖ The Purchaser agrees that any liability the Seller may have arising from the sale and delivery of the Goods shall be limited to the amount of the purchase price paid by the Purchaser for the Goods.
- ❖ The Seller shall not recognise any claims brought by the Purchaser against the Seller in respect of Goods delivered once a period of three months has elapsed after delivery of the Goods.
- ❖ The Seller reserves the right to refuse to accept the return of any Goods sold and delivered, including Goods which have been cut and/or damaged.

Limitation on liability

- ❖ The Purchaser agrees that any liability the Seller may have arising from the sale and delivery of the Goods shall be limited to the amount of the purchase price paid by the Purchaser for the Goods.
- ❖ The Seller shall not recognise any claims brought by the Purchaser against the Seller in respect of Goods delivered once a period of three months has elapsed after delivery of the Goods.
- ❖ The Seller reserves the right to refuse to accept the return of any Goods sold and delivered, including Goods which have been cut and/or damaged.

Jurisdiction

- ❖ The Purchaser agrees that the Seller shall be entitled (although not obliged) to institute any proceedings arising from this agreement in the Magistrate's court having jurisdiction, notwithstanding that the amount claimed may be in excess of the jurisdiction of such Court, and the Purchaser accepts liability for all of the legal costs incurred by the Seller on the scale as between attorney and own client in respect of any cause whatsoever arising out of this agreement.

General

- ❖ This agreement together with the Seller's invoice constitutes the whole agreement between the parties, and the agreement shall not be varied other than by properly executed written document.
- ❖ The purchaser acknowledges that any representations, mis presentations, omissions or agreements made or omitted by the Seller, its employees or agents shall be of no force or effect and that the Seller makes no warranties whatsoever in respect of the goods.
- ❖ The Purchaser acknowledges that all goods are sold subject to these conditions of Sale, which shall apply notwithstanding any contrary provisions contained in any other document.
- ❖ The invalidity or unenforceability for any reason of any provision/s of this agreement shall not effect the validity, or enforceability of any of the other provisions of same.

Note that all our partners get a 15% discount on all products purchased.



Blush Affluent Interiors

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