



INTERIORS PACKAGES SALE AGREEMENT

PARTIES:

- 1. UMHLANGA ARCH DEVELOPMENT (PTY) LTD
- 2. THE PURCHASER IDENTIFIED IN TABLE 1

Table 1 - Details of Purchaser

Full Name	
Identity / Registration Number	
Email Address	
Physical Address	
Postal Address	

Table 2 - Details of Premises

Unit Number	
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Signature

By their signatures below the parties conclude an agreement on the following terms.

Umhlanga Arch Development (Pty) Ltd	
Name of Representative	Teraza Blair
Signature of Representative	
Date	
Place	Umhlanga, Durban

Purchaser	
Name of Representative	
Signature of Representative	
Date	
Place	

1. DEFINITIONS

- 1.1 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
 - 1.1.1 "Agreement" means this sale agreement;
 - 1.1.2 "Business Day" means any day other than Saturday, Sunday or public holiday in the Republic of South Africa;
 - 1.1.3 "Developer" means Umhlanga Arch Development (Pty) Ltd (registration number 2016/272179/07), its successors in title and assigns;
 - 1.1.4 "Interiors Package" means the composition of goods listed in **Schedule 1**;
 - 1.1.5 "Parties" / "Party" means the parties named in the header to this Agreement or any one of them as the context may indicate;
 - 1.1.6 "Premises" means the Purchaser's unit with the Umhlanga Arch sectional title scheme identified in **Table 2**;
 - 1.1.7 "Purchase Price" means the total purchase price stated in **Schedule 1**;
 - 1.1.8 "Purchaser" means the Party identified in **Table 1**;
 - 1.1.9 "Sellers" means the suppliers of the Interiors Package identified in **Schedule 1** and "Seller" means any one of them;

2. INTERPRETATION

- 2.1 This Agreement includes all of the schedules or annexures to the Agreement (if any).
- 2.2 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of this Agreement nor any clause hereof.
- 2.3 Unless a contrary intention clearly appears words importing:
 - 2.3.1 any one gender includes the other two genders;
 - 2.3.2 the singular includes the plural and vice versa; and
 - 2.3.3 natural persons include created entities (incorporated or unincorporated) and vice versa.
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 2.5 Expressions defined in this Agreement bear the same meanings in the schedules or annexures to this Agreement (if any).
- 2.6 In the event of conflict between this Agreement and the schedules or annexures to this Agreement (if any), the provisions of this Agreement shall prevail, save to the extent that any schedules or annexures expressly provide otherwise.
- 2.7 If a term is defined within the context of a clause in this Agreement, that definition shall, unless it is clear from that clause that the definition has limited application to it, have the same meaning throughout this Agreement.
- 2.8 The rule that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract (the Contra Proferentem Rule), shall not apply to the interpretation of this Agreement.
- 2.9 The words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any preceding word/s or introducing an exhaustive list.
- 2.10 Any reference in this Agreement to any other agreement, document or statute shall be interpreted as a reference to such other agreement, document or statute as same may have been amended varied, novated or supplemented, or may from time to time hereafter be, amended, varied, novated or supplemented.
- 2.11 Any reference to any legislative provision is deemed to include any subordinate or delegated legislation.
- 2.12 Where in this Agreement a number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by:
 - 2.12.1 excluding the day on which the first event occurs;
 - 2.12.2 including the day on or by which the second event is to occur; and
 - 2.12.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated above, respectively.
- 2.13 Where figures are referred to in numerals and in words, the words shall prevail if there is any conflict between them.
- 2.14 The provisions of the preamble, introduction and other records are binding on the Parties and are not intended to be merely informative.
- 2.15 Where in this Agreement provision is made for the giving of a notice, the notice shall be given in writing.
- 2.16 The termination or cancellation of this Agreement shall not affect the operation of clauses which are intended to remain in force.

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3. SALES' AGENT

- 3.1 The Developer is the agent of each of the Sellers and accordingly concludes this Agreement with the Purchaser on behalf of the Sellers.
- 3.2 The Developer does not hereby take on any obligations or give any warranties to the Purchaser or acquire any rights as against the Purchaser in the Developer's personal capacity.
- 3.3 The Purchaser accordingly concludes this Agreement with the Developer as representative of each of the Sellers.
- 3.4 Provisions in this Agreement which state or imply obligations on the part of the Developer shall be construed as being obligations on the part of the relevant Sellers and the Developer shall not be liable to the Purchaser in contract or in delict for the performance of its agency on behalf of the Sellers.

4. SALE

- 4.1 The Purchaser hereby purchases the Interiors Package from the Sellers on the terms contained in this Agreement as a multiple divisible transaction.
- 4.2 Accordingly, each component of the Interiors Package listed in **Schedule 1** is purchased from the corresponding Seller as a sale transaction which is separate and distinct from the sales transactions concluded with each other Seller listed in **Schedule 1**.
- 4.3 Accordingly:
- 4.3.1 the cancellation of this Agreement between the Purchaser and a particular Seller shall not have the effect of the cancellation or termination of this Agreement between the Purchaser and any other or every other Seller;
- 4.3.2 provisions of this Agreement, for instance, entitling the Sellers to cancel or terminate this Agreement or enforce this Agreement, shall be construed as entitling each Seller individually and separately from the others or together with the others or any number of them as they might determine;
- 4.3.3 reference in this Agreement to the Sellers shall include any one or more of them and to the Interiors Package shall include any item thereof.

5. PURCHASE PRICE

- 5.1 The Purchase Price for the Interiors Package is stated in **Schedule 1**.
- 5.2 Should the Purchaser fail or refuse to make full payment of the Purchase Price on due date, the Interiors Package might no longer be available for sale at the Purchase Price due to variations in the Sellers' costs.
- 5.3 Under circumstances of non payment by due date, the Sellers may, in their discretion, elect on written notice to the Purchaser to deem non payment by due date to be a resolute condition terminating this Agreement. In that event the Parties shall be restored to their pre-contractual position as far as reasonably possible.

6. PAYMENT

- 6.1 Payment of the Purchase Price is due, owing and payable within 5 Business Days of presentation of the Developer's pro forma invoice ("Invoice") to the Purchaser.
- 6.2 Payment of the Purchase Price shall be made exclusively by way of direct deposit or electronic funds transfer into the bank account nominated by the Developer in the Invoice. The Developer shall then distribute payment to the Sellers.
- 6.3 Delivery of the Interiors Package shall not be made until payment of the Invoice has been made by the Purchaser to the Developer in full.

7. NO DEFERMENT OF PAYMENTS

- 7.1 The Purchaser may not:
- 7.1.1 defer, withhold or reduce any payment or part thereof arising out of this Agreement;
- 7.1.2 obtain the deferment of any judgment for any such payment or part thereof; or
- 7.1.3 obtain the deferment of the execution of any judgment for any such payment or part thereof;
- whether by reason of any set-off or counterclaim of whatsoever nature and howsoever arising.
- 7.2 The Purchaser's obligation to make any payment arising out of this Agreement is absolute and unconditional, regardless of any contingency, including but not limited to any right of set-off, counterclaim, defence or contribution.

8. DELIVERY

- 8.1 Delivery of the Interiors Package will follow as soon as reasonably possible after the Invoice has been paid by the Purchaser.
- 8.2 The Purchaser acknowledges that the Sellers are dependent upon suppliers to perform in accordance with orders placed on such suppliers and that some of the Interiors Package may be ordered from overseas and be subject to stringent lead times.
- 8.3 Accordingly:
- 8.3.1 any delivery date discussed between the Parties or indicated, requested or agreed to shall not be binding on the Sellers;
- 8.3.2 the timing of delivery shall not be of the essence to this Agreement;
- 8.3.3 delivery of the Interiors Package may be affected in tranches;
- 8.3.4 the Sellers shall not be liable to the Purchaser or any other third party in any way whatsoever for damages, whether it be consequential or otherwise, as a result of a delay in delivery.
- 8.4 Delivery of the Interiors Package will be made exclusively to the Premises and not to any other address.
- 8.5 A signed delivery or installation note shall constitute *prima facie* proof that the Interiors Package has been delivered to, and installed, as the case may be, and received by the Purchaser in good working order and condition as at the date thereof, whether signed by the Purchaser or the employee, agent, representative or occupant of the Purchaser.
- 8.6 The failure or refusal by the Purchaser or the employee, agent, representative or occupant of the Purchaser to accept delivery at the Premises shall entitle the Sellers to either:
- 8.6.1 unlock the Premises for the purposes of effecting delivery; or
- 8.6.2 put the Interiors Package in storage.

9. INSTALLATION

- 9.1 Where the components of the Interiors Package are of the nature of goods or equipment that require connection to the electrical, water or other supply of services to the Premises, the Sellers shall install and connect such items of the Interiors Package in the Premises in good working order.
- 9.2 The Developer and / or Sellers shall not be responsible for any damage to or malfunction of the Interiors Package caused by the supply of services to the Premises.
- 9.3 If the Premises are not in a state of readiness for installation and connection at the time of delivery, the obligation to effect installation or connection shall fall away.

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10. OBLIGATION TO COMPLAIN

10.1 Invoices or deliveries not objected to in writing by the Purchaser within the payment term or within 10 Business Days of delivery, as the case may be, shall be presumed to be correct. The said presumption shall shift the onus of demonstrating the manner in which it is incorrect or defective to the Purchaser.

11. TRANSFER OF OWNERSHIP

11.1 Ownership in the Interiors Package will transfer to the Purchaser on delivery of the Interiors Package to the Premises, subject to full payment of the Purchase Price.

12. RISK

12.1 Risk in the Interiors Package will transfer to the Purchaser on delivery of the Interiors Package to the Premises.

13. STORAGE

13.1 In the event of the Purchaser being unable or unwilling to accept delivery of the Interiors Package on 3 Business Days' written notice to the Purchaser in writing to accept delivery:

13.1.1 the risk in the Interiors Package shall transfer to the Purchaser on the lapse of that period;

13.1.2 the Sellers may (but shall not be obliged to) retain the Interiors Package in storage; and

13.1.3 the Sellers may elect to cancel or enforce this Agreement;

notwithstanding the Sellers' right to access the Premises for the purposes of effecting delivery.

13.2 In the event of the Interiors Package being retained in storage, the Purchaser shall be liable to pay for all reasonable costs of storage, removal to storage or relocating the Interiors Package from one storage facility to another storage facility (calculated from date of first entry into storage to date of delivery or cancellation of this Agreement) and delivery to the Premises.

14. VIS MAJOR

14.1 A Seller shall not be liable for any delay in delivery due to any cause beyond its direct control, including but not limited to any of the following: strikes, lock-outs or other industrial action; sabotage, terrorism, civil commotion, riot, invasion, threat of or preparation for war; fire, explosion, storm, flood, subsidence, unfavorable weather conditions, epidemic or any natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; any act or policy of any state or government or other authority; any inability on its part to obtain or receive any imported items from any supplier due to any failure on the part of such supplier to deliver the items in question as a result of the action of its own government or any other boycott or sanction or embargo which it chooses to observe and which is directed at the government of South Africa or any national or anyone connected with South Africa, or for any other similar reason ("Force Majeure").

14.2 Upon the occurrence of any delay or failure occasioned by a Force Majeure, the provisions of the aspect of this Agreement which is affected shall be suspended for as long as the cause in question continues to operate. Once the Force Majeure no longer applies, the Seller will resume performance of its obligations as soon as its planning permits, provided that if that cause has not ceased within 3 calendar months from when it arose, this Agreement in relation to that Seller may be terminated by either Party.

14.3 The Parties are not entitled to compensation for the damages suffered or to be suffered as a result of the Force Majeure, suspension or termination.

15. SELLERS' WARRANTIES

15.1 The Sellers will furnish the Purchaser with all relevant Sellers' contact details and guarantees, warranties and care instructions in relation to the Interiors Package. All guarantees and warranties are concluded or provided directly between the Sellers and the Purchaser.

15.2 Under no circumstances, even in the case of the Developer's or the Sellers' negligence, breach of a duty or this Agreement or any legal obligation, shall the Developer or the Sellers be liable to the Purchaser for:

15.2.1 consequential damages;

15.2.2 damages, expenses or loss pertaining to loss of production, loss of profit or income or loss of data;

15.2.3 damages, expenses or loss caused by the negligence or intentional wrongdoing of the Purchaser and / or any other person who is not an employee or authorised contractor or agent of the Sellers;

even if the Developer and / or the Sellers have been advised of the possibility of such damages.

15.3 In those cases where the Sellers are liable to the Purchaser, the liability of the relevant Seller, howsoever arising, shall not exceed the amount of the purchase price for the item of the Interiors Package giving rise to such claim irrespective of the nature of the claim, whether in contract, delict or otherwise in respect of any single claim.

15.4 The Developer and the Sellers shall not be liable for and the Purchaser shall indemnify, defend and hold the Developer and the Sellers harmless from any claims based on the Sellers' compliance with the Purchaser's designs, specifications or instructions, or modification of any products or use in combination with other products. If statements or advice, technical or otherwise, are offered or given to the Purchaser, such statements or advice shall be deemed to be given as a gratuity to the Purchaser and the Developer and the Sellers shall have no responsibility or liability whether in contract, delict or otherwise for the content or use of such statements or advice.

16. VARIATIONS

16.1 The Sellers' reserve the right to:

16.1.1 modify designs, specifications and details of the Interiors Package at any time during the ordering, manufacturing and installation process without prior notice; and

16.1.2 deviate from the original design in order to ensure the overall order is implemented in a unified manner at the benefit of the overall installation.

17. LICENSES

17.1 The Purchaser is to provide an existing and appropriate SABC television licence number for the television sets in the Interiors Package at the time of delivery at the Purchaser's own expense.

17.2 The Interiors Package does not include a DSTV package or bouquet. The Purchaser is required to contract directly with Multichoice, or an accredited DSTV service provider to establish a connection to the service at the Purchaser's own expense.

18. OMISSIONS

18.1 "Smart Home" and "Back Up Power" products are not included this Agreement.

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19. BREACH

- 19.1 If any Party breaches any provision of this Agreement (“Defaulting Party”) and, if such breach is capable of being remedied, fails to remedy the breach within 20 Business Days after written notice has been given to the Defaulting Party by the other Party requiring the breach to be remedied (“Aggrieved Party”), the Aggrieved Party shall be entitled, without prejudice to any other rights it may have, to:
- 19.1.1 seek an order for specific performance against the Defaulting Party; or
- 19.1.2 to cancel this Agreement and claim for:
- 19.1.2.1 any damages suffered by the Aggrieved Party; and / or
- 19.1.2.2 restitution of performance made by the Aggrieved Party pursuant to the fulfilment of the Aggrieved Party’s obligations in terms of this Agreement.
- 19.2 The Defaulting Party shall be liable for all legal costs and expenses (calculated on an attorney and own client scale) incurred as a result of any breach of any provision of this Agreement by the Defaulting Party.

20. LEGAL COSTS

- 20.1 The Defaulting Party consents to pay the costs to the Aggrieved Party in connection with any claim against the Defaulting Party on the attorney and own client scale, including pre-litigation costs, irrespective of whether or not legal action results. The Defaulting Party consents to taxation of pre-litigation costs by the registrar of the High Court with competent jurisdiction.

21. JURISDICTION

- 21.1 The law of the Republic of South Africa shall apply to the interpretation and enforcement of this Agreement and any dispute arising out of this Agreement.
- 21.2 The Parties hereby consent to the jurisdiction of the Magistrates Court in terms of Section 45 of Act 32 of 1944, as amended and for all purposes in terms of this Agreement, without necessarily limiting themselves to that court.

22. DOMICILIUM

- 22.1 The Parties respectively choose as their domicilia citandi et executandi for the purposes of court process and formal notices provided for in this Agreement, the following addresses:
- Developer: Suite 705, 7th Floor Strauss Daly Place, 41 Richefond Circle, Ridgeside, Umhlanga Rocks, 4319; admin@multiplyinvest.com.
Purchaser: As per Table 1.
- 22.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 22.3 A Party shall be entitled to change its domicilium address from time to time, by way of written notice to the other Party specifying its new domicilium address provided always, however, that the new address is within the Republic of South Africa and is not a post office box or post restante address.
- 22.4 Any notice to a Party:
- 22.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium address shall be deemed to have been received on the 5th Business Day after posting (unless the contrary is proved);
- 22.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium address shall

- 22.4.3 be deemed to have been received on the day of delivery; transmitted per email to its chosen email address shall be deemed to have been received on the day of transmission;
- 22.4.4 shall be written in English.
- 22.5 Notwithstanding anything to the contrary herein contained a written notice actually received by a Party shall be an adequate written notice to the recipient notwithstanding that it was not sent to or delivered at the recipient’s chosen domicilium address.

23. GENERAL

- 23.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 23.2 No amendment or consensual cancellation of this Agreement, any provision hereof and / or this non-variation clause, and no extension of time, waiver or relaxation or suspension of any of the provisions of this Agreement, shall be binding unless recorded in writing and signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). For the purposes of this clause “written” means manuscript or typed text on paper and “sign” means handwritten signature.
- 23.3 No extension of time or waiver or relaxation of any of the provisions of this Agreement shall operate so as to preclude any Party from thereafter exercising that Party’s rights strictly in accordance with this Agreement.
- 23.4 To the extent the law permits, neither Party shall be bound by any representation or warranty not recorded in this Agreement, irrespective of whether the representation or warranty induced the Parties to conclude the Agreement and irrespective of whether the representation or warranty was made negligently or not.
- 23.5 This Agreement shall be binding on all the Parties and on their estates, executors, curators, debt counsellors, administrators, liquidators, business rescue practitioners, successors-in-title or assigns, as may be applicable in the circumstances.
- 23.6 Any provision in this Agreement which is presently or in the future becomes illegal, invalid or unenforceable shall, to the extent of such illegality, invalidity or unenforceability, be treated as if it had not been drafted and severed from the Agreement, without invalidating the remaining provisions of the Agreement.
- 23.7 The signatories to this Agreement warrant that they have the requisite authority to conclude this Agreement.
- 23.8 The Parties warrant that they are duly authorised to conclude this Agreement and that there is no restriction or condition which prohibits the conclusion of this Agreement or which has not been satisfied, as the case may be.
- 23.9 It is not required for this Agreement to be valid that the signatures of the Parties be verified by a witness.
- 23.10 This Agreement may be signed in one or more counterparts all of which shall be considered one and the same agreement and shall become effective when a counterpart has been signed by each of the Parties.

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