

**TERMS & CONDITIONS OF  
SALE AGREEMENT**

**PPE-AMBLE**

- a. Any reference to the word "Consultant" shall mean the "Design and/or Sales Consultant" who assisted the Client with the design and prepared the quotation.
- b. Any reference to the word "Client" shall mean the person signing the terms and conditions of this agreement.
- c. Any reference in this agreement to Easylife Kitchens Management or Easylife Kitchens or Management or ELK will refer to the specific legal entity where the Client were quoted and where the Client signed the agreement.

**1. DESIGN & MEASUREMENTS**

- 1.1 The Client's acceptance of any and all quotations confirms that the design/s & order/s was / were done in accordance with the requirements and Client's brief and specifications;
- 1.2 The Client confirms that the plan and design was reviewed in detail with the Consultant;
- 1.3 The Client is required to initial the design perspectives and floor plan/s which will confirm approval and sign-off.
- 1.4 Easylife Kitchens reserves the right to amend any quotation based on final measurement.

**2. MATERIAL & FINISHES**

- 2.1 **The Client confirms that the finishes, patterns, profiles, styles and other material are correctly specified on the quotation and as seen in the showroom and that the different material has been explained;**
- 2.2 **The Client acknowledges that products ordered in terms of this agreement are "special order goods" as set out in sections 17 and 20 of the Consumer Protection Act No. 68 of 2008 ("CPA");**
- 2.3 **The Client acknowledges that Easylife Kitchens will not accept changes from what have been quoted once quotations are accepted;**
- 2.4 **Paint, granite and solid wood / semi-solid wood products are natural materials and can differ from samples seen in the showroom. Care will however be taken to ensure such differences are minimal;**
- 2.5 **It is the Client's responsibility to ensure the detailed quotation includes all extra accessories required. Should anything be required afterwards, an additional quotation will be issued. The additional quotation will constitute a separate agreement.**

**3. INSTALLATIONS**

- 3.1 Easylife Kitchens will allocate an independent installer on the Client's behalf and part of their service to the Client would be to manage the installation and ensure that the installation is done in line with industry and Easylife Kitchens' showroom standards. **Easylife Kitchens will also be collecting the installation fee from the Client on behalf of the installer and this will be paid over to the installer once the Client is satisfied and has signed off the installation process.** This installation fee is shown separately on the Client's quote and invoice as a collection and does not attract VAT. Easylife Kitchens will also request the

independent installer, as legislated in the CPA, to wear an Easylife Kitchens uniform on the days that they install for the Client;

- 3.2 As a member of the Kitchen Specialist Association (KSA), Easylife Kitchens has instructed all Installers to adhere to approved KSA standards and suggested specifications during installations. **The Client should direct all communication regarding the installation directly to the Consultant and must not make any arrangements directly with the Installer.** Easylife Kitchens will not be accountable for arrangements and agreements made directly with an Installer;
- 3.3 It is the Client's responsibility to ensure that the installation site is ready for installation as agreed with the Consultant. **A call-out fee of R650 (Six Hundred and Fifty Rand), VAT exclusive, will be charged in the event of the site is not ready on the arrival of the Installer.**
- 3.4 **In the event that Easylife Kitchens is not able to commence or continue with an installation due to a power failure for any reason whatsoever, the cost of hiring a generator will be for the Client's account.**
- 3.5 **Site readiness: At installation, if Easylife Kitchens finds that the structure is defective or does not conform to modern day standards, they reserve the right to suspend the installation until such time as the site is made ready by the Client, or alternatively amend the quotation to allow for the installation to accommodate such defects, if the defect was not noticeable at time of quoting;**
- 3.6 In the event of an installation being delayed as a result of a site not being ready, the installation will be re-scheduled according to the next available slot;
- 3.7 Duration period of the installation cannot be determined, estimated or confirmed prior to the installation commencing. Installation periods are dependent on the complexity of the installation, type of material and pace of the Installer;
- 3.8 **Installation dates given are estimates.** Although Easylife Kitchens will take all measures to adhere to the dates provided, dates are dependent on (1) timeous delivery of material; (2) availability of Installers on date of installation and (3) availability of material - all of which are not in the direct control of Easylife Kitchens;
- 3.9 **Easylife Kitchens will not be held responsible for costs involved with third party agreements such as tilers, electricians and plumbers as a result of extended installation periods or a delay in installation start dates;**
- 3.10 **The Client will not have the right to impose penalties of any sort against Easylife Kitchens as a result of any delays that may occur;**
- 3.11 **Installation dates can only be given 5 working days after acceptance of the quotation or final measurement of the site.** Installation dates are determined once orders have been placed with suppliers and lead times have been provided;
- 3.12 Supply and installation of Granite & Reconstituted Granite Products is sub-contracted to a third-party supplier. Such products need to be measured onsite once carcasses have been installed. **Installation of**

Granite & Reconstituted Granite Products is also dependant on the availability of material and it is anticipated to commence 7 – 10 working days after measurement. Installation dates to be confirmed 2 days after measurement thereof. Easylife Kitchens reserves the right to amend any Granite & Reconstituted Granite Products quotation based on final measurement;

- 3.13 In the event of the Client providing items such as hobs and sinks, these need to be on site on the day worktops are scheduled to be measured and installed. A service fee of R650 (Six Hundred and Fifty Rand), VAT exclusive, will be charged should an Installer need to return to a site to fit these or to make cut-outs;
- 3.14 The Client confirms that the following Supplier lead times for delivery have been discussed and accepted. These should be used as a guideline:
- All Melamine / PVC Foil & Acrylic material: 16 – 18 Working Days;
  - Solid and Semi-solid material: 38 – 40 working days;
  - Paint: 38 – 40 Working days.
- 3.15 The Client is to hand a detailed fault / snag list to the Consultant within 7 days after initial installation is completed.
- 3.16 The Client is to take extreme care in completing this list as a second list will not be accepted. It is recommended that the Consultant compile the fault list together with the Client.
- 3.17 Easylife Kitchens will under no circumstances be liable for any measurements not taken by itself and not specified on the design layout plan.
- 3.18 Any request by the client, or another agent of the client, to any of Easylife Kitchens staff or installers to do any other work than what has been contracted with Easylife Kitchens will be done at the risk of the person who request same.

#### 4. PAYMENT TERMS & DISCOUNTS GRANTED

- 4.1 The Client agrees to and accepts the following payment terms:
- 4.1.1 60% payment of total sale value on acceptance of quotation. No ordering can be done without receipt of the 60% payment;
- 4.1.2 35% payment of total sale value before installation commences. Products will not be released for installation without valid proof of such payment. Payment by electronic transfer needs to be done at least 2 days in advance in order to ensure confirmation, failing which the installation will be postponed;
- 4.1.3 5% final payment (which includes any additional charges that may arise in terms of this agreement) to be made within 7 days after sign-off of the installation, i.e. after successful completion of the project. Interest at the rate of 1.5% per month will be charged for overdue accounts.
- 4.1.4 by paying the deposit the Client acknowledges that s/he has read and accepts the terms and conditions of this agreement.
- 4.2 Collection costs will be charged by Easylife Kitchens in the event of having to enforce the terms and conditions of this Agreement. The collection costs are determined by various laws, including:
- 4.2.1 The Supreme Court Act 1959;
- 4.2.2 The Magistrate's Court Act 1944;

4.2.3 The Attorneys' Act 1979; or

4.2.4 The Debt Collectors' Act 1998, whichever may be applicable.

- 4.3 In the event that the Client has to postpone the initial installation date for a period of 30 days or longer, for whatever reason, the Client agrees to pay all material, excluding products that can only be ordered once the cupboards are installed, in full. Products that can only be ordered once the cupboards are installed and installation costs will be re-quoted at the time of installation. The new quotation, if applicable, will be subject to the same terms and conditions as this agreement. Easylife Kitchens reserves the right to charge storage fees pro rata to the space that is occupied by the products;
- 4.4 No deviation from the payment terms will be accommodated;
- 4.5 All deposits and payments are non-refundable.
- 4.6 This agreement is subject to the Client paying all amounts reflected in this agreement;
- 4.7 Any discounts granted on the project value will be deducted from the final payment outstanding on the project;
- 4.8 The Client will forfeit any and all discounts initially allowed and agreed to should the Client not meet any of the payment requirements as stipulated in this paragraph 4;
- 4.9 The Client shall pay all amounts due in terms of this agreement and in accordance with this paragraph 4 without deducting anything from the amounts payable for any reason whatsoever;
- 4.10 The Client will be seen to have breached this agreement if the Client:
- 4.10.1 does not pay on time any money that is due in terms of this agreement;
- 4.10.2 is provisionally or finally sequestrated, liquidated or placed under judicial management;
- 4.10.3 has a court judgement which he does not pay within seven (7) days.
- 4.11 The Client waives the following legal benefits as reasons for non-payment: no cause of debt, no value received, revision of accounts and technical understanding of bill of quantities and specification of material quoted. The waiver of these benefits does not prevent the Client from using them as a defence but it means that the Client and not Easylife Kitchens will have the duty to prove these defences.

#### 5. OTHER WORK

Easylife Kitchens is not in a position to recommend or refer any Contractor for electrical, turn-key, plumbing or similar services.

#### 6. PLUMBING AND ELECTRICAL POINTS

- 6.1 It is the Client's responsibility to ensure that water pipes, plumbing points, electrical cables and electrical points are well pointed out during the measurement and on the day of installation;
- 6.2 Easylife Kitchens and any of its staff or sub-contractors will not be held responsible for any damage caused by drilling into water supply piping and/or electrical circuit/wiring that are inside the walls during the installation process.

#### 7. WARRANTY

- 7.1 All material and components supplied by Easylife Kitchens are of a first-grade quality and components manufactured by Easylife Kitchens are guaranteed against defect for 2 years effective from date of commencement of installation;

- 7.2 All material and components supplied to Easylife Kitchens are excluded from the Easylife Kitchens Warranty as they are warranted by the Supplier.
- 7.3 The warranty does not cover water damage or misuse or overloading of units;
- 7.4 The Client is referred to the Easylife Kitchens website on "how to care for your kitchen" and also the relevant supplier websites and informational material on amongst other things, their various products, how it should be cleaned, guarantees and warranties to ensure your warranty remains valid.
- 7.5 The Client is requested to familiarize himself/herself with the warranties and guarantees of appliance and small appliance suppliers as Easylife Kitchens is just a third party in the sale of these products and the actual manufacturer and / or supplier carries the warranty and guarantees on these products.
- 7.6 Blum components (hinges, runners, Metabox drawer systems) carry a lifetime guarantee. The Blum guarantee excludes damage caused by granite / stone and building dust from grinding.

## 8. OWNERSHIP

- 8.1 All risks in the products forming the subject matter in this agreement transfer to the Client on collection / delivery on site;
- 8.2 Notwithstanding delivery to a Client, Easylife Kitchens remains the owner of the products until all monies have been paid in full;
- 8.3 The Client agrees that the products remain movable and removable and do not accede to the property and agrees that Easylife Kitchens may at any time remove any and all products should the Client be in breach of paragraph 4 of this agreement.

## 9. CONSENT TO CREDIT VERIFICATION

The Client consents to Easylife Kitchens carrying out any credit references if and when deemed necessary.

## 10. QUALITY OF PRODUCTS, MATERIAL & SERVICES

- 10.1 As a Member of the Kitchen Specialist Association, Easylife Kitchens is committed to providing the highest quality services and material.
- 10.2 Easylife Kitchens may at its own discretion refer any dispute relating to the quality of products or installation, but not limited thereto, to the Kitchen Specialist Association;
- 10.3 The Client hereby unconditionally agrees and confirms that s/he will be bound by any decision made by the Kitchen Specialist Association in any dispute referred to the Kitchen Specialist Association by Easylife Kitchens or by the Client.

## 11. GENERAL

- 11.1 Easylife Kitchens may, in their sole discretion, suspend deliveries or cancel this agreement in whole or in part, if:
  - 11.1.1 The Client commits a breach of any of the terms or conditions of this agreement; or
  - 11.1.2 The Client, being an individual, dies or is provisionally or finally sequestered or surrenders his estate; or
  - 11.1.3 The Client being a Company or a Close Corporation or a Trust is placed under provisional or final liquidation; or
  - 11.1.4 The Client attempts to compromise generally with his/her creditors; or
  - 11.1.5 The Client limits or fails to provide reasonable access to the installation site; or

11.1.6 Easylife Kitchens is prevented in whole or in part from performing its obligations under this agreement whether by reason of an Act of God, War, force majeure, Government control, storm, fire, tempest, strikes, lockouts, riots, civil commotion, inevitable accident or any other circumstances.

11.2 Should the Client breach this agreement Easylife Kitchens will be entitled in their sole discretion to institute legal action against the Client in the Magistrate's Court with jurisdiction and the Client hereby consents to the jurisdiction of the Magistrates Court in terms of Section 45 of Act 32 of 1944 as amended;

11.3 In the event of legal action being instituted by Easylife Kitchens against the Client then the Client shall be liable to pay the legal costs incurred by Easylife Kitchens on the scale as between attorney and own client, collection commission, tracing costs and all other ancillary charges of expenses relation to such action as provided for in the Magistrates' Court Act 1944, the Debt Collectors' Act 1998, Attorneys' Act 1979 and other laws that regulate collection of costs, whichever is applicable to the enforcement of this agreement;

11.4 A certificate issued under the hand of a manager or director of Easylife Kitchens, whose appointment and authority it will not be necessary to prove, will be *on the face of it (prima facie)* evidence of the amount due by the Client to Easylife Kitchens and the interest rate applicable to any amount owing by the Client;

11.5 This agreement together with the annexures annexed hereto constitutes the whole agreement between Easylife Kitchens and the Client and no agreements, representations, additions, warranties, undertakings shall be of any force or effect unless it is reduced to writing and signed by Easylife Kitchens and the Client. No indulgence whatsoever of any nature whatsoever extended by Easylife Kitchens to the Client will constitute a waiver or a novation by Easylife Kitchens of any of its rights under this agreement.

11.6 Easylife Kitchens are entitled, without notice to the Client, to cede any of its rights or obligations in terms of this agreement to any third party;

11.7 Any advice given by Easylife Kitchens will not be expert advice and they will not be liable in respect thereof.

11.8 By entering into this agreement, the Client confirms that s/he recognizes the KSA (The Kitchen Specialist Association) as the industry specialists in case of a dispute and that the Client agrees to allow the KSA to act as a mediator, accept their rules around mediation and also the ruling they might come to after mediation. The KSA can be approached by either the Client or by Easylife Kitchens for mediation. Easylife Kitchens is a member of the KSA and will therefore abide by their ruling.

## 12. DATA PROTECTION

12.1. In performing their obligations under the service agreement, Easylife Kitchens shall:

12.1.1. comply with the provisions of the prevailing privacy and data protection legislation governing the collection, use and processing of Personal Information as defined in the relevant legislation;

12.1.2. not disclose or otherwise make available the Personal Information to any third party other than authorized staff or suppliers who require access to such Personal

Information strictly in order for Easylife Kitchens to carry out its obligations pursuant to this agreement, and to ensure that such staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information;

12.1.3. take appropriate, reasonable technical and organizational measures to ensure that the integrity and confidentiality of the Personal Information in its possession or under its control is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access or processing.

12.2. By accepting this agreement, the Client hereby consents that Easylife Kitchens may, to the extent permitted by law, receive or disclose the Client's personal Information from or to:

12.2.1. any law enforcement agencies that require the information for the prevention or investigation of criminal activities;

12.2.2. any of the Easylife Kitchens' shareholders, affiliated entities, suppliers, agents, professional advisors and franchisees for marketing and/or statistical purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008;

12.2.3. any of Easylife Kitchens' shareholders, affiliated entities, suppliers, agents, professional advisors and franchisees for reporting, accounting, product supply and service and/or auditing purposes.

12.3. The Client hereby indemnifies and holds harmless Easylife Kitchens, its affiliates, their respective staff, successors, cessionaries and assigns, from any and all losses, costs, expenses and damage, including consequential losses and damage as well as penalties and fines arising from Easylife Kitchens' non-compliance with the provisions of this clause including any relevant data protection legislation.

**13. SURETY** \_\_\_\_\_ initial here

13.1 Any person signing this agreement in a representative capacity of a company, close corporation or a trust bind himself as surety and co-principal debtor of the Client jointly and severally unto and in favor of

*\*(insert details of Easylife Kitchens Legal entity)*

\_\_\_\_\_ and successors-in-title, assigns, associated and subsidiary companies and trading divisions (hereinafter referred to as "*the Creditor*") as surety/ies for an co-principal debtor/s together with: *\*(insert Client details)*

\_\_\_\_\_  
(PTY) LTD /CC/ other)

Registration No:

\_\_\_\_\_  
(hereinafter referred to as "*the Principal Debtor*") for the due and punctual payments by the Principal Debtor of all debts and the due and proper performance of all obligations by the

Principal Debtor of whatsoever nature and howsoever arising which the Principal Debtor may now or in the future owe to the Creditor from any cause of indebtedness howsoever arising, including, without limiting the generality thereof any claims which the Creditor may have acquired or may in future acquire against the Principal Debtor from any company, person, partnership, association or other legal person whomsoever or whatsoever by way of cession or otherwise, legal costs on the attorneys and own client scale, collection commission, interest and any other charge of whatsoever nature ("*the obligations*").

13.2 The undersigned in his/her capacity as surety hereby expressly renounce the benefits of the following legal exceptions, in so far, the National Credit Act No. 34 of 1934, as amended is not applicable:

13.2.1 Excussion – the right to require the debtor to proceed first against the Principal Debtor for payment of any debt owed to the Creditor before proceeding against me/us.

13.2.2 Cession of action – right to require the Creditor to give cession of the action for payment of debts to me/us before any action against me/us may be taken.

13.2.3 Division of accounts – the defense that the accounts were not examined by him/her.

13.2.4 The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/its pro-rata share of the principal debt.

13.2.5 The right to an accounting from the Creditor.

13.2.6 No cause of debt – the defense that there are no grounds for debt.

13.2.7 Error in calculation – the right to dispute the manner in which the indebtedness has been calculated or that it has been calculated incorrectly.

13.2.8 No value received – the defense that he/she or the Principal Debtor received no benefit with the full meaning and effect of which I/we declare myself/ourselves to be fully acquainted.

13.3 The rights of the Creditor under this suretyship shall not be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations.

13.4 The undersigned in his/her capacity as surety shall be bound by all admissions or acknowledgement of indebtedness made or given by the Principal Debtor to the Creditor from time to time.

13.5 Should the Principal Debtor fail to discharge any of its obligations on due date, the Creditor shall be entitled notwithstanding any contrary arrangement with the Principal Debtor, to demand from the undersigned in his/her capacity as surety immediate performance of all the obligations then owing by the Principal Debtor to the Creditor, whether the due date for the performance of the obligations shall have arrived or not.

- 13.6 This surety is a continuing covering suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the Principal Debtor's indebtedness to the Creditor. It may not be withdrawn, revoked or cancelled by the undersigned in his/her capacity as surety without the Creditor's prior written consent. Any consensual cancellation or withdrawal of this suretyship shall only be valid and effective if reduced to writing and signed by the undersigned in his/ her capacity as surety and the Creditor.
- 13.7 The Creditor shall be entitled, whether before or after the due date for payment or performance of the Principal Debtor/s obligations, without reference or notification to the undersigned in his/her capacity as surety, without affecting its rights hereunder and without releasing any surety hereunder, to release other sureties and securities; to grant the Principal Debtor extensions of time for payment and other indulgences; to compound or to make any other arrangements with the Principal Debtor for the discharge of the Principal Debtor's indebtedness; to accept any dividend in a liquidation or judicial arrangement on account in reduction of the Principal Debtor's indebtedness; to alter or vary any present or future agreement between the Principal Debtor and the Creditor.
- 13.8A certificate under the hand of any director or manager of the Creditor (whose appointment need not be proved) as to the existence and the amount of the Principal Debtor's indebtedness and the undersigned in his/her capacity as surety's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon as to any other fact, matter or thin relating to the Principal Debtor's indebtedness to the Creditor and the undersigned in his/her capacity as surety's indebtedness to the Creditor, shall constitute on the face of it primary proof of the contents thereof for the purpose of any legal proceedings of whatsoever nature against the undersigned in his/ her capacity as surety in any competent court and shall be valid as a liquid document for such purpose.
- 13.9 In terms of Section 45 of the Magistrate's Court Act, the undersigned in his/ her capacity as surety hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act, in respect of any action to be instituted on this suretyship. This consent is without prejudice to the Creditor's rights to proceed in any other court having jurisdiction.
- 13.10 The undersigned in his/her capacity as surety hereby choose his/her *address for the purpose of serving documents that institute legal proceedings and the execution thereof* at the address set out at 16.1.2 at which address all notices and communications may be addressed to the undersigned in his/her capacity as surety and all notices addressed to the undersigned in his/ her capacity as surety at the said address and dispatched by prepaid registered post shall be deemed to have reached the undersigned in his/her capacity as surety 5 (five) days after the date of posting.
- 13.11 As security for the fulfilment of all obligations hereby undertaken the undersigned in his/her capacity as surety do hereby pledge, cede, assign, transfer and make over unto and in favor of the Creditor all right, title and interest in and to any amounts and claims from whatever source arising and which are due, or which may hereafter become, owing to the undersigned in his/her capacity as surety from any source and from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing at the date hereof, the foregoing cession in favor of the Creditor shall operate as a cession to the Creditor of any right of action which the undersigned in his/her capacity as surety may now or at any future time have against the prior cessionary.
- 13.12 The undersigned in his/her capacity as surety hereby indemnify and hold the Creditor harmless against any damage or loss of whatever nature which the Creditor may sustain arising of our or in connection with the enforcement, cancellation or invalidity for any reason whatsoever, of any agreement between the Creditor and the Principal Debtor. The undersigned in his/her capacity as surety warrant and undertake that the Principal Debtor will perform all of its obligations of whatever nature which is at any time owed by it to the Creditor.
- 13.13 The Creditor shall be entitled to cede its right and or assign its obligations under this suretyship to any third party without prior notice to the undersigned in his/ her capacity as surety. In such circumstances this suretyship shall secure the indebtedness of the Principal Debtor to such third party that arises after such cession and or assignment as well as the indebtedness of the Principal Debtor to the Creditor that arouse prior to such cession and or assignment. The cessionary shall be entitled to exercise all right in terms of this suretyship as if such cessionary were the Creditor hereunder.
- 13.14 The undersigned in his/her capacity as surety warrant that the information contained in this deed of suretyship is true and correct and that he/she is duly authorized to sign this agreement on behalf of the Principal Debtor.
- 13.15 The undersigned in his/her capacity as surety shall be liable to pay all legal charges, disbursements and fees, including costs on an Attorney and own client scale and cost of counsel on brief, incurred by the Creditor in enforcing any of the provisions of this suretyship.
- 13.16 No act of indulgence, relaxation or grace granted by the Creditor to the undersigned in his/ her capacity as surety or any amendments of obligations existing between the Creditor and me/us shall prejudice or affect the Creditors' rights in terms of this suretyship.
- 14. OTHER CONDITIONS**
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**15. CLIENT DETAILS**

Full Names and Surname / Legal Company Name and Trading Name:

\_\_\_\_\_

ID Number / Company Registration number:

\_\_\_\_\_

**16 THE PARTIES' CHOSEN ADDRESS FOR THE PURPOSE OF SERVING AND EXECUTING LEGAL DOCUMENTS (DOMICILIA CITANDI ET EXECUTANDI)**

16.1 The parties choose as their *address for the purpose of serving documents that institute legal proceedings and the execution thereof* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

**16.1.1 Easylife Kitchens:**

Retailer name:

\_\_\_\_\_

Showroom address:

\_\_\_\_\_

\_\_\_\_\_

Alternative address:

\_\_\_\_\_

\_\_\_\_\_

Showroom telephone:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

**16.1.2 The Client & Surety in his/her capacity as surety**

Physical Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

16.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only in writing but it shall be competent to give notice by e-mail.

16.3 Either party may by notice to the other party change the physical address chosen as its *chosen address for the purpose of serving documents that institute legal proceedings and the execution thereof* to another

physical address where postal delivery occurs in the Republic of South Africa or its postal address or its e-mail address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.

**16.4 Any notice to a party:**

16.4.1 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *chosen address for the purpose of serving documents that institute legal proceedings and the execution thereof* shall be deemed to have been received on the day of delivery; or

16.4.2 sent by e-mail to its chosen e-mail address stipulated in this clause 16, shall be deemed to have been received on the date of despatch (unless the contrary is proved)

16.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *chosen address for the purpose of serving documents that institute legal proceedings and the execution thereof*.

**17 ACKNOWLEDGEMENT**

Easylife Kitchens states that this agreement is compliant with the provisions of the CPA. In the event that any clause in this agreement is found to contravene the CPA, then such clause shall be severed from the agreement and it will not render the whole agreement to be invalid.

**SIGNED AT**

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

**CLIENT'S SIGNATURE**

Print Name:

Who signs this document on behalf of the Client and is duly authorised to do so.

**SURETY'S SIGNATURE**

Print Name:

Who signs this document in his/her capacity as surety and co-principal debtor and confirms having read the contents of clause 13 above.

**CONSULTANT'S SIGNATURE**

Print Name:

Who signs this document on behalf of

\_\_\_\_\_  
\*(insert details of Easylife Kitchens Legal entity) and is duly authorised to do so.