

# CREDIT SALE INTEREST FREE CREDIT AGREEMENT



Please note: A copy of this agreement will be emailed to your customer for signature.

## TERMS AND CONDITIONS

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### 1. DEFINITIONS

- 1.1 "agreement" means these terms and conditions, the AMC purchase confirmation sent to you via e-mail and all other documents that are incorporated herein by reference;
- 1.2 "AMC" means AMC Classic (Proprietary) Limited, Registration Number 1969/014299/07, of 4 Waterford Mews, Century City, Cape Town, 7441;
- 1.3 "goods" means the products that AMC sells to the consumer in terms of this agreement;
- 1.4 "NCA" means the National Credit Act No 34 of 2005;
- 1.5 "you" or "consumer" means the person that enters into this agreement with AMC.

### 2. APPLICATION

- 2.1. This agreement applies to each transaction between AMC and a consumer.

### 3. ACCEPTANCE

- 3.1. The agreement constitutes the quotation and sales order and contains the whole agreement between you and AMC.
- 3.2. No party will be bound by any other undertakings, representations, warranties, promises or similar acts.
- 3.3. Please make sure that you have read the agreement and that you understand and accept all the terms and conditions before you sign and date it. You must pay special attention to the clauses dealing with financing and costs.
- 3.4. You must complete all the information on this agreement correctly and in full.
- 3.5. By signing the agreement you confirm that:
  - 3.5.1 all information that you supplied is true;
  - 3.5.2 you have received a copy of the agreement;
  - 3.5.3 you have no judgments or emolument attachment orders granted against you;
  - 3.5.4 you have not applied (i) to be placed under administration, (ii) for debt review or (iii) for sequestration;
  - 3.5.5 the AMC consultant pre-arranged a visit or meeting with you;
  - 3.5.6 if you are married in community of property, you obtained permission from your spouse to conclude the agreement.

### 4. VALUE OF GOODS

- 4.1 The price quoted to you includes VAT at the prevailing rate. The full price, VAT, deposit paid and instalment details are quoted in the summary of the order in this agreement.

### 5. DELIVERY POLICY

- 5.1 Subject to availability and receipt of payment, the estimated time to delivery will be three weeks and delivery will be confirmed by way of order number. The goods will be delivered to you at our cost by courier or via the postal service within South Africa and Namibia .
- 5.2 Additional delivery costs may be applicable outside South Africa and Namibia. You must pay the additional delivery costs before we deliver the goods to you.
- 5.3 If the goods are returned to us because you were not available to collect them, we may charge the additional delivery costs we must incur to you. You must pay the additional delivery costs before we deliver the goods to you.

## **6. CANCELLATION AND TERMINATION BY CONSUMER**

- 6.1 You may cancel the agreement within five (5) business days without penalty, if you deliver a written notice of cancellation and tender to return the goods in original packaging and unused.
- 6.2 You may cancel the agreement more than five (5) business days after you concluded the agreement, but within thirty (30) days of the date you concluded the agreement on payment of a cancellation penalty of ten (10) percent of the price of the goods, provided that the goods are unused and in their original packaging.
- 6.3 AMC may charge you default administration and collection fees if your account is in arrears or if you breach the agreement. You will also be responsible for all tracing fees. AMC will not charge you more for these than what the NCA allows.
- 6.4 You may terminate the agreement by paying the settlement amount to AMC.

## **7. PAYMENT OF DEPOSIT**

- 7.1 If you use postal services or any other services to pay us, we will deem the service provider to be your agent and any costs incurred will be deducted from your payment.
- 7.2 If you have agreed to pay by debit order, we will debit the total amount due on or around the payment date without any deduction or notice.

## **8. MONTHLY PAYMENTS**

- 8.1 Your first payment must reach AMC on or before the last day of the month after the month in which AMC delivered the goods, unless your order was subject to a delayed billing promotion, in which case your first payment must reach AMC on or before the last day of the month delayed by the number of months stipulated in the delayed billing promotion.
- 8.2 All further monthly payments must reach AMC on or before the last day of each month.
- 8.3 Monthly payments will go first to debt collection costs (if any) and then to interest due and thereafter to the principal debt.
- 8.4 You must pay to AMC at the address indicated on the face of the agreement or in terms of another method that AMC allows you from time to time.
- 8.5 You may not withhold payments that are due in terms of the agreement for any reason.
- 8.6 You may pay more than the minimum amount due at any time without giving us notice and no penalty will apply. These payments will be allocated firstly to unpaid interest charges, then to unpaid fees or charges, and then to reduce the amount of the principal debt.
- 8.7 If you use postal services or any other services to pay us, we will deem the service provider to be your agent and any costs incurred will be deducted from your payment.
- 8.8 If you have agreed to pay by debit order, we will debit all amounts that are due and payable as indicated on your statement on or before the payment date without any deduction or notice. If the fee, charge or interest rate increases, you agree that we increase the repayment amount under your repayment authorisation, to ensure that your total debt will be repaid within the term of the agreement.
- 8.9 You authorise AMC to issue and deliver payment instructions to your banker for collection against your account at your bank on condition that the sum of such payment instructions will not differ from your obligations as agreed to in the agreement.
- 8.10 You agree that all monies paid can be used by AMC as working capital.

## **9. EARLY SETTLEMENT**

- 9.1 You may settle the total amount due at any time by paying AMC the settlement amount as we determine it in terms of the NCA at the date you want to settle. The settlement amount consists of the unpaid principal debt and any interest or other charges due on the settlement date.

## **10. ELECTRONIC PAYMENTS**

- 10.1 This section applies to payments made via the e-commerce website.
- 10.2 Payment may be made via Visa and MasterCard credit cards, or such other cards as may be noted on the website from time to time.
- 10.3 Credit card transactions on the website will be acquired for AMC via PayGate (Pty) Ltd who are an approved

payment gateway for Nedbank South Africa.

10.3.1 PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website.

10.3.2 Users may go to Paygate to view their security certificate and security policy.

10.3.3 Customer details will be stored by AMC separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer their website.

10.4 AMC makes use of Peach Payments (Pty) Ltd ("Peach Payments").

10.4.1 Peach Payments uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website.

10.4.2 Users may go to [www.peachpayments.com](http://www.peachpayments.com) to view their security certificate and security policy.

10.4.3 Customer details will be stored by AMC separately from card details which are entered by the client on Peach Payment's secure site.

10.4.4 EFT payment transactions are made using OZOW (Pty) Limited (OZOW). Users may go to [www.ozow.com](http://www.ozow.com) to view their security certificate and security policy.

10.5 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

## **11. PROMOTIONS**

11.1 From time to time, AMC may, in its discretion, make available selected products on a promotional basis. Where the promotion carries any incentive reward, you must settle the account within the contract period in order to qualify for the incentive.

## **12. INTEREST**

12.1 You agree we can charge 2% interest per month on overdue amounts.

## **13. STATEMENT OF ACCOUNT**

13.1 We will send you a monthly statement to your postal address or e-mail address, at our choice.

13.2 We will send your statement to the postal or email address you indicated on the front of the document.

13.3 You may not withhold payment if you do not receive a statement.

## **14. DEBT COUNSELING**

14.1 You may at any time apply to a debt counselor for assistance with your debt management. If you want this assistance you can contact a debt counselor, pay the prescribed fee and complete the required forms. The debt counselor will decide whether we granted credit recklessly and whether you are indeed over-indebted. He may recommend a debt restructuring plan.

## **15. BREACH AND CONSEQUENCES AND COSTS OF DEFAULT**

15.1 If you do not pay by the due date in terms of the agreement, AMC will give you written notice that you are in default and refer you to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction to resolve the dispute between you and AMC or develop and agree on a plan to bring payments that are due up to date.

15.2 If you have been in breach for at least twenty (20) business days and at least ten (10) business days have passed since AMC sent you notice of breach and you have not taken any steps as recommended in the notice, AMC may hand the matter over to attorneys or collection agents to collect the debt.

15.3 If this happens you will also be liable for interest that accrues and all administration costs that AMC has to pay. You agree to pay legal costs on an attorney and client scale, including tracing costs and collection commission at the maximum rate that the NCA allows and a fee for correspondence and attendances.

15.4 If you are in default of your obligations with AMC then all amounts owing by you to AMC become immediately due and payable.

## **16. CREDIT BUREAUS**

16.1 You agree that AMC may share information with the credit bureaus listed below about (i) you applying for credit and (ii) termination of this agreement. If you do not comply with the agreement, we may also

inform these credit bureaus. You agree that AMC may at any time request confidential and consumer credit information from these credit bureaus, including the request of a credit score on your credit worthiness.

**You can contact the credit bureaus at the following numbers and places:**

- Compuscan, Tel: 021 888 6000 or 0861 514 131, Postal address: P.O. Box 1028, Stellenbosch, 7599
- Experian, Tel: 011 799 3400 or 086 110 5665, Postal address: P.O. Box 98183, Sloan Park, 2152
- TransUnionITC, Tel: 0861 482 482, Postal address: P.O. Box 4522, Johannesburg, 2000
- XDS, Tel: 011 645 9100, Postal address: P.O. Box 30987, Braamfontein, 2017

You may at any time contact the credit bureau and request that they tell you your consumer credit information. If the records show credit information that is wrong, you may demand that they correct it.

**17. OWNERSHIP AND RISK**

- 17.1 AMC does not insure the goods or any amount outstanding on this agreement.
- 17.2 All risk in the goods we sell to you will pass to you when you accept the goods when we deliver them to you.
- 17.3 AMC will own the goods until you have paid five percent of the total cost of the goods.
- 17.4 The delivery of the goods will be at your risk and the carrier used to deliver the goods, will be deemed to be your agent.
- 17.5 This means that when AMC delivers the goods to the carrier and the carrier accepts it, it is deemed that the goods are delivered to you.
- 17.6 If there is a dispute about the delivery of the goods, you must prove that we did not deliver the goods to you.
- 17.7 Any delivery time and date that we indicate to you is an estimate only. We will not be breaching the agreement if we cannot deliver on the estimated date and you may not cancel the agreement if we do not deliver on the estimated date.

**18. CONSULTANTS**

- 18.1 You acknowledge and agree that the independent consultants that sell AMC's goods may not:
  - 18.1.1 accept or agree to accept on behalf of AMC any goods that you allege are defective or for any reason. AMC will not be responsible for any goods you hand to a consultant; or
  - 18.1.2 accept any payments, except for the initial deposits payable according to the order summary, on behalf of AMC. AMC will not be responsible to you if you make any payments other than a deposit to a consultant.

**19. WARRANTIES AND RETURNS**

- 19.1 Different warranties apply to different goods.
- 19.2 All goods have at least a 6 month guarantee against defective material and workmanship.
- 19.3 Please refer to the warranty and return policy ("Lifetime Guarantee") for details on the different warranties that will apply, included herein by reference.

**20. SURRENDER OF GOODS**

- 20.1 You agree that there is not a market for used cookware, because of hygienic, health and cultural reasons.

**21. DISCLAIMERS**

- 21.1 If AMC experiences strikes, differences with workmen, breakdowns of machinery, failure of usual sources of supply of materials, civil commotions, acts of Government or quasi government or legislation or any other contingencies beyond the control of AMC, AMC may delay or suspend delivery to you.
- 21.2 Any claim by you will not excuse you from making payment that is due in terms of the agreement.
- 21.3 Any liability of AMC will only be applicable if you have fulfilled all obligations in terms of this agreement including payment of all amounts due.
- 21.4 Save as provided for by law and these terms, AMC will not be liable for any damages or losses suffered, including consequential and economic loss, as a result of your negligence or misuse of the goods or as a result of breach or negligence by AMC.

**22. SOUTH AFRICAN LAW AND JURISDICTION**

- 22.1 South African law will govern this agreement, and the South African courts may decide any dispute about it.
- 22.2 You consent to the jurisdiction of the Magistrate’s Court for all actions or proceedings arising out of this agreement.

**23. DOMICILIUM**

- 23.1 You choose the residential address on the face of the agreement as your domicilium citandi et executandi and to receive all notices arising out of this agreement. You must notify AMC in writing within fourteen (14) days if your residential, postal or business address changes. The residential address that you indicate to AMC at the time will be your chosen domicilium citandi et executandi.
- 23.2 AMC chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the address listed in section 1.2 above.

**24. CUSTOMER PRIVACY POLICY**

- 24.1 AMC shall take all reasonable steps to protect the personal information of customers. For the purpose of this clause, “personal information” shall be defined as detailed in the Protection of Personal Information Act of 2013 (POPI)Promotion of Access to Information Act 2 of 2000 (PAIA).
- 24.2 AMC may need to provide, collect, use, store or process your Personal Information in order to meet its obligations to you in terms of this agreement and to provide you with services in the future. You hereby authorise such collection, use, storage and processing where the need arises.
- 24.3 AMC will only provide, collect, use, store or process your Personal Information in compliance with applicable legislation and in accordance with our Privacy Policy available on our website, the terms and conditions of which are included here by reference.

**25. CESSION**

- 25.1 AMC may without notice cede and transfer any rights, titles, interests and obligations in terms of this agreement to a third party and you agree to be bound by such a cession.
- 25.2 You may not cede any rights or delegate any obligations in terms of this agreement to a third party without AMC’s written approval.

**26. SEVERABILITY**

- 26.1 If a court finds that any part of this agreement is unenforceable or invalid or contrary to law, then that paragraph will be severed from the rest of the agreement and the rest of the agreement will be valid and binding.

**27. GENERAL**

- 27.1 If we allow you a favour, it will not affect or substitute any of our rights against you.
- 27.2 Any changes to this agreement must be in writing and signed by AMC.

**AMC CONTACT DETAILS**

EMAIL: info@amcsa.co.za  
TELEPHONE: 086 1111 262 (AMC)  
PHYSICAL ADDRESS: 4 Waterford Mews, Century City, Cape Town, South Africa  
POSTAL ADDRESS: PO Box 24200, Lansdowne, 7779, South Africa

SIGNATURE OF CUSTOMER

DATE

ORDER NUMBER