

EuroOpticsAfrica Easy Pay



TERMS AND CONDITIONS

1. "Agreement" means this Agreement, which includes the Invoice read together with the terms and conditions and all annexures relating to this Agreement. In the event of any differences arising from the interpretation of this Agreement in a language other than English, such differences must be resolved by referring to the English version of the Agreement, which interpretation will prevail;
2. "Due date" shall mean the date on which an instalment is due, as set out in the invoice except where such day falls on a Sunday or a public holiday in which event, the Due date shall be the first business day immediately before that date.
3. "Payment period" means the option to pay monthly for Goods over 12 months if the value of the item is over R15,000, or 6 months for items less than R15,000 as indicated on the invoice.
4. "Goods" means the products or services as described in the Invoice
5. "Seller" means Faerieview Properties PTY or Euroopticafrica being inter changeable at any point.
6. "Customer", "you" or "your" means the Customer as fully set forth in the Invoice, having provided details to the seller as requested.
7. "Deposit" means a 20% payment of the total invoice amount

PROCEDURES

8. After the acceptance of the Customer by the seller, and agreement by the customer to the terms and conditions as set forth in this document an invoice will be generated by the Seller.
9. After all the documentation is agreed by both parties the Customer must pay the deposit amount which is set out on the invoice within 7 days.. The deposit amount will be equal to 20% of the total amount as per the invoice.
10. The customer is deemed to have accepted this agreement in entirety should the customer proceed with a purchase deposit of 20% of the invoice total and is now contracted to the "Euroopticsafrica Easy Pay" monthly payment scheme.
11. The Customer will be required to sign a transfer of firearm ownership form (SAPS534) if they wish to apply for a firearms licence application (SAPS271) after the deposit has been received, (should one be required), in case a customer cancels or fails to fulfil the contract. The transfer of ownership form will be destroyed upon full payment.
12. Should the Customer fail to successfully apply for a firearm licence within a period of 6 months after completing payment the Seller will refund the customer the invoiced amount minus the non-refundable deposit and any outstanding or remaining payments due within a period of 30 days into the nominated bank account of the Customer.
13. Upon payment of the full outstanding amount of the invoice to the Seller and by providing the firearm licence card if required pertaining to the specific firearm purchased, ownership of the firearm or product will be transferred to the Customer.
14. The seller maintains the right to refuse a customer request for Euro Easy Pay without stating the reasons for such refusal.

RISK AND DELIVERY

15. We sell the Goods to you on the terms and conditions of this Agreement.

You acknowledge that you have chosen the Goods from the Seller.

All risk in and to the Goods will pass to you when you take delivery of the Goods.

OWNERSHIP RIGHTS

16. We will remain the owner and in possession of the Goods until you have paid all the amounts due under this agreement and complied with all the legal requirements which includes but is not limited to the successful application for license to own a firearm.

DEPOSIT

17. Deposits can only be paid by EFT bank transfer into the bank account of the seller

18. Immediately upon acceptance of this agreement you will be required to pay a 20% deposit into the bank account of the Seller.

19. You must send the seller a copy of the deposit EFT bank transfer.

20. The deposit is a non-refundable deposit. Resulting that should you fail to successfully apply for a license to own a firearm in terms of this Agreement or fail and/or breach any term of this Agreement your deposit will be forfeited.

REPAYMENT

21. You must pay all amounts due in terms of this Agreement on the due date and under the terms of the payment period.

22. You may not deduct any amount from your instalment payment.

23. Payments can only be paid by EFT bank transfer into the bank account of the seller.

24. You must send the seller a copy of the repayment EFT bank transfer.
25. You may at any time prepay any amount on this agreement, without penalty. Your repayments will be used to reduce your obligations in the following order:
- firstly, against the due amount;
 - secondly, against any due or unpaid fees or charges.

BREACH OF CONTRACT

26. If the Customer breaches any of the terms of this agreement the Seller may give 7 days written notice to the Customer to remedy the breach within a reasonable time failing which the Seller may cancel this agreement.
27. The parties choose as their address for legal notices the addresses as stated on the invoice.
28. You may not transfer any of your rights and/or obligations unless agreed with the seller
29. It is recorded that the 20% non-refundable Deposit will not be refunded to the Customer and the Seller will have the right to proceed to market and sell the Goods to a third party.
30. We may without notice to you, transfer any of our rights and/or obligations and you agree that you will recognise the transferee's rights.

GENERAL

31. Unless you give us written notice that you wish to receive the statement of account every month, we will send you a statement of account only upon request or completion of the outstanding payments.
32. If we have not strictly enforced the terms and conditions of this Agreement at any time, you may not assume that the terms and conditions have been waived or altered by us. These terms and conditions will still apply and we will have the right to enforce the terms and conditions at any time.

33. We will send you statements of account to your e-mail address

34. This Agreement is governed by South African law

35. In terms of Section 45 of the Magistrates Court Act 32 of 1944 and at our option, any claim that may arise may be recovered in any magistrates court having jurisdiction and you hereby consent to the jurisdiction of the Magistrates Court.

36. The Seller reserves the right to approach any credit bureau in order to enquire any of your personal information and data in connection with this Agreement.

37. The Customer will be liable for the costs for the collection of any debt on a scale as between attorney and client.

38. Should you require clarification of any terms of this agreement this must be done before acceptance of this agreement.

39. This Agreement has read to you and you understand and appreciate the costs, risks and obligations associated herewith.

Date

Signed

Name