



Terms and Conditions Street Food Trucks Pty Ltd 2012/136077/07



The term 'Company' as used in this document will refer to Street Food trucks as a trading name brand.

The term Buyer refers to the individual or purchasing company.

1. Orders

After acceptances, may not be cancelled, in whole, or in part, or varied in any manner whatsoever in accordance with the stipulations as set out below

- 1.1 We will endeavour to communicate any changes that arise during the manufacturing. We reserve the right to change or alter any technical issues in terms of layout during the production phase. This may cause in delay in the completion time.
- 1.2 We reserve the right to refuse service to anyone for any reason at any time.

2. Prices

2.1 Where quotations are based in foreign currencies the Company reserves the right to change these prices to South African currency at the forward cover purchased by the Company. Any fees relating to transferring the funds will be the responsibility of the Buyer's.

2.2 Prices are subject to change without prior or any notice.

2.3 We reserve the right to alter, amend and change pricing without prior notice.

3. Payment

- 3.1 Shall be in South African Currency, without deduction or set-off.
- 3.2 Shall be in full, in the form of Electronic Fund Transfer (EFT).
- 3.3 The Buyer agrees and undertakes to notify the Company immediately of any material factor which could or might have a bearing on the credit facilities extended to the Buyer by the Company, and furthermore undertakes to notify the Company immediately of any material change of or concerning the Buyer, including any change of ownership, shareholding, status, name and address.

4. Delivery



- 4.1 Time shall not be of the essence in the contract.
- 4.2 Any time or date specified for delivery by the Company or the Buyer, in respect of any sale, shall be approximation and guide only.
- 4.3 If the Company is unable to effect delivery of any part of the goods on the date or time stipulated by it or the Buyer, the Buyer shall be obliged to take delivery as and when the Company can reasonably effect such delivery.
- 4.4 The Company endeavors to effect delivery on any date specified by it or agreed upon by it, but does not give any warranties of whatsoever nature or kind and it shall not be held responsible for any damages of whatsoever nature, or loss of profit, or any consequential or indirect damages which the Buyer may suffer as a result of such later delivery.
- 4.5 The Company is entitled to charge storage costs where the Buyer requests the Company to withhold or postpone delivery should Company agree thereto, and the Buyer undertakes to pay any and all storage costs related to goods not taken, at the prevailing storage rates charged by the Company.
- 4.6 The risk in and to the goods purchased shall pass to the Buyer upon collection of the purchase.
- 4.7 Should the Buyer have any claim whatsoever, arising out of a partial delivery of the goods, the Buyer shall, notify the Company within 24 hours of receiving or tendering of possession of the goods by the Company or the carrier of the goods, where the carrier is a third party and endorse the delivery note accordingly.
- 4.8 Unless the Buyer gives timeous notice of the partial delivery, in terms of 4.8 above, the Buyer shall be deemed to have received the goods as set out in the delivery note and relevant invoices.
- 4.9 Notwithstanding anything previously contained herein, no carrier, as agent of the Company, shall be obliged to enter the premises of the Buyer to enable offloading to be effected. However, if such vehicle should enter the Buyer's premises, it shall be deemed to do so at the Buyer's specific instance and request, and in that event the Company and/or its servants and/or agents shall accept no liability for damage or loss occasioned to the Buyer or any third party, arising in any way from such entry or for that matter, exiting from the Buyer's premises, or from the offloading thereof, or from any negligent act or omission of the Company of its agent carrier during the course of entering, exiting or offloading. Further, the Buyer hereby indemnifies and holds the Company harmless against liability for any such damage or loss.



- 4.10 We will notify you in advance of the date your Vehicle is expected to be ready for delivery. If you are unable to take delivery within the specified period, please contact us to request additional time, which we may grant at our sole discretion. If you are unable to take delivery within the specified period, including any extension we may grant, you will be in breach of this Agreement, your deposit will not be refunded pursuant to the “Status of Your Deposit” paragraphs below, and the Vehicle will be made available for sale to other customers. If, on your behalf, we are coordinating the shipping of the Vehicle to you via a third party common carrier, you hereby agree and acknowledge that delivery of the Vehicle, including the transfer of title and risk of loss, will occur at the time your Vehicle is loaded onto the common carrier’s transport (i.e., FOB shipping point). You will be the beneficiary of any claims for damage to the vehicle or losses occurring while the vehicle is in the possession of a common carrier. To secure your final payment and performance under the terms of this Agreement, you give us a security interest in the Vehicle and all proceeds there from until your obligations herein have been fulfilled.
- 14.11 The vehicle needs to be inspect at the premises of Street Food Trucks in order for the vehicle to be loaded for transport, once the vehicle leaves our premise the manufacturing arrangement has been concluded. If the vehicle cannot be inspected or viewed it will be accepted as signed off.
- 14.12 Vehicles will not be released until full payment is received. Please note that delays may result in storage fees.
- 14.13 Delivery to and from Street Food Trucks factory will be for customer’s account. We are not a transport company and in such it is not part of our day to day business or service offering. Vehicles can be collected from our factory or bookings can be made with a transport company for delivery should the customer not be able to collect.

5. Reservation of Ownership and Appropriation of Payments

- 5.1 Notwithstanding anything herein before or elsewhere contained, ownership of the goods shall, at all times, remain vested in the Company, until the Buyer has made full payment of the purchase price. No latitude or extension of time given to the buyer shall in any way vitiate or novate the Company’s rights hereunder. In the



event of any default on the part of the Buyer, the Company shall, without prejudice to any other rights it may have, and without notice, be entitled, on demand, to obtain return of the goods, in so far as payment for the goods has not been made in full. The Buyer also consents to a Court Order against it for the attachment and removal of such goods by the Sheriff of the relevant Court.

- 5.2 The Company shall be entitled, at its discretion, to appropriate any payments made towards the reduction of any indebtedness to it by the Buyer as well as interest, at the Company Bank's prevailing prime rate.
- 5.3 The Company is not obliged to accept returned goods where the Buyer has made an error in its order, and the Buyer remains fully liable for the full price of the goods so ordered.
- 5.4 Prices are subject to change without prior notice in terms of vehicle cost, alterations and additional equipment purchased during the customize build.
- 5.5 Payments shall be strictly due on request. Should registration documents not be available or delayed by the Buyer the payment will be required to be made.
- 5.6 We reserve the right to modify or discontinue a product or service should it arise without prior notice. We shall not be held liable by you or any third party for the alterations or discontinuation of a product or service.
- 5.7 All storage cost will be for the account of the Buyer should the Buyer delay the final payment whilst in transit.

6. Limitation of Company's Liability

- 6.1 The Company does not give any warranty against defects in the goods supplied, be they patent or latent. The Company does not give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the goods, or of its fitness for any particular purpose, whether or not that particular purpose is, or could be, deemed to be known to the Company, other than any warranty or guarantee that may have been expressly given in writing. The Company shall be deemed to be unaware of the particular purpose for which the goods or any product made there from is required.
- 6.2 Before dealing in any manner with the goods supplied against any order; the Buyer must satisfy itself that the goods are suitable for the purpose for which they are to be used, and are free from any defects of whatsoever nature, against any claim brought against the Company by any Third Party arising out of the unsuitability of the goods for any particular purpose whatsoever.



- 6.3 The Company shall not be liable under any circumstances whatsoever, for any loss of profit or other special damages, out of any of its obligations under this contract, or any act of negligence and or omission on the part of the Company and/or its employees or for any other reason, whether of the same kind, with the a foregoing, or otherwise howsoever.
- 6.4 The onus shall be on the Buyer to satisfy itself that the goods supplied are for the purpose for which the goods are to be used, there being no obligation on the Company to guarantee such suitability.
- 6.5 No agreement, warranty, condition, representation, promise, statement or undertaking, whether made before/ after a sale, shall be binding on the Company unless contained herein or confirmed officially in writing under the Company's signature.
- 6.7 All warranties and guarantees in terms of extras, equipment, mechanisms, installations supplied by the company will be covered by the manufacturer/suppliers warranty or guarantee. Therefore any faults or defects will be handled by the manufacturer or supplier and not Street Food Trucks.

7. General

- 7.1 No variation, amendment or alteration of these Conditions of Sale shall be of ant force or effect unless reduced to writing and signed by a duly authorized representative of the Company and the Buyer.
- 7.2 The company within their rights may brand the food truck with the Street Food Truck logo. The company also reserves the right to place their branding trade name unobtrusively but visible on the food truck/vehicle/tuktuk.
- 7.3 Wherever, in these Conditions, provision is made for the amendment or variation thereof between the Buyer and the Company, in writing, the onus shall be on the Buyer to establish that the representative of the Company, in entering into such variation or amendment to the terms hereof, was authorized to do so.
- 7.4 In the event of any order from the buyer providing for the delivery of the goods at/in various stages, then each delivery shall be deemed to be a separate and divisible contract and the terms and conditions herein contained shall apply to each delivery as if the same were the subject of an independent contract. No dispute arising from any such one delivery shall affect the balance of the contract between the Company and the Buyer arising from prior deliveries. The Company shall have the right to claim pro rata payment in respect of each consignment delivered to the Buyer.



7.5 The Buyer agrees that its signature of its employees or any person purporting to represent it on the official delivery note or waybill of the Company, be sufficient proof of delivery of the goods from time to time.

8. Warranty Period

8.1 The Company's manufacturer warrants that the goods sold by the Company will be free from defects in materials or workmanship, under normal use and service, for the appropriate warranty period. The extent of the warranty period will depend on the period given by the Company's manufacturer. The Company's sole obligation under this warranty shall be, at its option, to repair or replace, without charge, any defective component part of such product, within a reasonable time period, or to credit the Buyer's account with the market related value, provided such faulty goods are returned in terms of this clause and not found to be defective, will be returned to the buyer at the Buyer's expense, and be subject to a charge equal to 20% of the invoice value of such goods to cover the costs of testing and other time spent by the Company.

8.2 All warranty related matters for repair or inspection purposes will need to take place at the company's premises,. The sale being concluded, inspected and collected from the premises at 60 Lauda Road Drive, Killarney gardens will be the place of delivery.

8.3. The Company shall not be liable under this warrant for any goods that the Buyer alleges are defective where those goods have been repaired or altered by some other person than the Company's designated personnel or authorized representative, unless such repair or alteration was effected pursuant to prior written approval of the Company, or where the Buyer fails to notify the Company of any alleged defect within the period of the warranty, or where the goods have been altered or damaged in any way which the Company reasonably determines to personally effect the performance and reliability, or where the goods have been subjected to misuse, neglect or accident.

8.4. Any design or engineering changes may be altered without any notice should the need arise during the construction period. This is to ensure the construction/fabrication and design is free of defects to hold a valid warranty.



8.5. The warranty period is valid for 3 months.

9. Surface corrosion

9.1 All exposed metal parts will eventually corrode and at an advanced rate in coastal areas. Street Food Trucks advises the use of a corrosion prevention polish on all exposed metal surfaces to avoid corrosion.

10. Purchase Price, Taxes and Official Fees

10.1 The purchase price of the Vehicle as indicated in your Vehicle Configuration , is subject to change without prior notice in accordance to our supplier availability. If prior to delivery of the Vehicle you change the options you have selected, we may update your Vehicle Configuration, which may affect the purchase price.

11. Deposit

11.1 Status of Your Deposit: Custom Ordered Vehicles.

11.1.1 You will have 5 days from the date you accept this Agreement to make changes to or cancel your Vehicle Configuration. During this 5 day period, your deposit amount is fully refundable. After the 5 day period, your deposit becomes non--refundable. You may accelerate this process by contacting us and finally confirming your Vehicle Configuration for production, at which time we will send your order to production and your deposit will become non--refundable.

Because your Vehicle is custom built to order, we incur significant costs in producing your Vehicle once it enters our production system, so if you cancel or default in this Agreement, you agree that we may retain as liquidated damages any cash down payment or deposit made by you, to the extent not otherwise prohibited by law. You also acknowledge that the deposit amount made by you is a fair and reasonable estimate of the actual damages that we may incur in processing a change or cancellation of a final order and for remarketing and reselling the custom configured Vehicle. Except for the "Special Circumstances" described below and as otherwise described in this Agreement, this Agreement is binding and you may not cancel.

11.2. Status of Your Deposit: Inventory Vehicle.



11.2.1 This paragraph shall apply if you are purchasing a Vehicle from our inventory (i.e., the vehicle has already been manufactured, as indicated by an existing VIN. Your deposit amount is non--refundable. We incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, so if you cancel or default in this Agreement, you agree that we may retain as liquidated damages any cash down payment or deposit made by you, to the extent not otherwise prohibited by law. You also acknowledge that the deposit amount made by you is a fair and reasonable estimate of the actual damages that we may incur in transporting, remarketing and reselling the Vehicle. Except for the “Special Circumstances” described below and as otherwise described in this Agreement, this Agreement is binding and you may not cancel.

11.3. Special Circumstances.

11.3.1 This Agreement is subject to the two “Status of Your Deposit” paragraphs immediately above, however, if you have indicated in your order that you intend to finance the Vehicle, and are not able to obtain financing despite a bona fide, good faith effort to do so, you may cancel this contract.

12. Cooling- off period

Cooling-off period refers to all transactions resulting from direct marketing whereby you can rescind this transaction within 5 days after concluding this agreement or receiving the goods as per the new Consumer Protection Act, subject to clause 11.1.1 and 11.2.1 above.

13. Terms Of Warranty

- It is the customer and company's obligation to make sure the product has been received in an operational condition and complete upon delivery with the customer
- This limited warranty is valid with vehicle manufacturer depending on the vehicle being used and the warranty booklet or period provide by the original purchaser.
- Any warranty issues arising with regard to the customized café unit will be seen to at the premises at Killarney Gardens.



- Any technical or mechanical issues will be seen to by the mechanic or garage of the original manufacturer and it will then be determined what is covered under the original supplier's warranty or for the customers own account.
- Street Food Trucks (Pty) Ltd will not be liable for any warranty issue on the motorized part of any vehicle that is being altered or purchased through the company
- Any callout will be for the customer's account by an outside technician. Different rates apply for work days, business hours and weekends.
- The warranty conditions are strictly limited to private recreational use. Any form of Racing or extreme Terrain usage will immediately void this warranty.
- Replacement parts required under this warranty will be supplied as timeously as possible, however no liability for loss or damage resulting from any delays for whatever reason is accepted and the purchaser shall under no circumstances be entitled to cancel the contract of sale as a result of any delays occurring.
- The warranty does not cover cosmetic damage or damaged due to acts of God ,UV Light, accidents, misuse, abuse, negligence, commercial use, or modification of, or to any part of the Products, including the motor and batteries.
- Street Food Trucks (Pty) Ltd/Street Food Trucks will not take responsibility or accept any liability for the loss of any income due to repairs or accidents or warranties repairs.

This Warranty Is Void If:

- The vehicle has undergone a change of ownership during the warranty period.
- The warranty is not transferable from the original purchaser.
- This warranty is invalid if the factory-applied Vehicle Identification Number(VIN) has been altered or removed from this product.

Warranty Exclusions for tuktuk as per PiaggioSA specifically, Atul has separate warranty

- Any Drive shaft is excluded from this warranty.
- Consumable parts which include but not limited to bulbs, electrical items not specified, tyres, all filters, spokes, grips, lenses, clutch, batteries, sprockets and brake levers, master cylinders, fuses, tubes.
- Servicing materials including but not limited to oils, grease, petrol and cleaning materials.
- Maintenance operations. These include Clutch and Brake adjustments, Oil adjustments, Cleaning of Fuel systems, removal and cleaning of Carbon deposits from Engine and exhaust, Wheel balancing, damages resulting from misuse or the fitting of non-genuine parts, normal wear and tear, Engine adjustments and other items of preventative maintenance.
- Engine defects proven as a result of over-rewing), are specifically excluded from this warranty.



- The Warranty does not include incidental or consequential damages to personal property during the period when the Tuk Tuk is undergoing service or warranty repairs or awaiting parts.

14. Force Majeure

If the agreement becomes wholly or partially impossible to perform due to causes beyond the control of the Company, such causes to include, but not be limited to; war, civil insurrection, *vis maior*, Government action and industrial disputes, the Company shall be permitted to rescind the agreement at its discretion. If deliveries of goods or services shall be delayed as a result of such causes, the Company shall not be construed as being in breach of the agreement.

15. Breach

- 15.1 Where the Buyer, in anyway, breaches the terms of the agreement, and does not remedy same within 24 hours of verbal or written warning to that effect, then the Company, in its discretion may resile from the agreement and claim return of the goods or its current market value in Rands, determinable from the relevant invoice, as well as being able to retain any monies already received from the Buyer, as damages.
- 15.2 The Magistrate's Court will be the forum which will deal with any matters of breach and surrounding issues, and concurrently the Laws of the Republic of South Africa will be applicable.

16. Costs

If the Buyer is in anyway in breach of the agreement and the Company engages the services of an attorney to collect the whole or portion of the amount owing to it by the Buyer, or to sue for any other damages as a result of breach by the Buyer, the Buyer shall be liable to pay all costs occasioned as a result thereof, including collection charges and costs on an attorney and own client scale.

17. Secondhand/Preowned vehicles

17.1. DEFECTS



17.1.1 The vehicle is sold as is, “voetstoots”. The Purchaser admits that he/she has inspected the vehicle and that there are no patent defects in the vehicle. The Seller places it on record that there are no patent or lateral defects in the vehicle of which he/she is aware of.

17.1.2 The Seller is obliged to obtain a roadworthiness certificate for the vehicle as warranty of condition of motor.

17.1.3 Street food truck Pty Ltd will not accept any claims to damages or loss of income prior to or once the food truck has left the premises.

17.1.4 Should any defaults arise the Buyer shall be required to go back to the original Seller in order to dispute the damages. The seller needs to be given the opportunity to inspect the vehicle as tampering with the engine either through a third party or the buyer will forfeit any right.

17.1.5 Vehicles purchased on behalf of customers or sold to customers, unless new in which case will hold it's own warranty with the original manufacturer, will be serviced.

As these are older classic model of vehicles, the need for new tyres or replacement parts may arise and will be for customer's own cost. Street Food Trucks cannot be held responsible or liable for parts that might need replacing after the vehicle has passed roadworthy.

These vintage models require regular servicing, oil checks.

17.1. 6 The seller hereby warrants that the pre-owned truck is purely sold as a converted food truck.

17.1.7 Although the seller tries their best to test secondhand equipment, Street Food Trucks (Pty) Ltd cannot be held liable for any faulty equipment that is sold with a preowned food truck unless otherwise specified.

