



LUXURIOUS HOMES

SALE AGREEMENT

SECTION A

You hereby agree to purchase a Blockhouse Home subject to the terms and conditions set out herein and in any annexure hereto:

1.1 THE SELLER:	BLOCKHOUSE HOMES (PTY) LTD
ID/REGISTRATION NO.:	2015/266911/07
1.2 THE PURCHASER:	
ID/REGISTRATION NO.:	
POSTAL ADDRESS:	
PHYSICAL ADDRESS:	
TRADE NAME:	
1.3 THE UNIT PURCHASED:	
1.4 UNIT MEASUREMENTS:	
1.5 APPROXIMATE TIMELINES:	
1.5.1 BUILDING START DATE	
1.5.2 BUILDING COMPLETION	
1.5.3 DELIVERY DATE	
1.6 PAYMENT AMOUNTS and DATES:	TOTAL PURCHASE PRICE:
1.6.1 1 st PAYMENT 80% - Unit/Kit	R Payable immediately upon signing this Agreement
1.6.2 2 ND PAYMENT 20% - Delivery & Installation	R Payable Before Delivery & Installation

1.7 SPECIAL CONDITIONS:

Design and specifications per the attached drawings

BY SIGNING THIS AGREEMENT, YOU (THE PURCHASER) AGREES TO BE BOUND BY THE TERMS SET OUT ABOVE AND ALL THE TERMS AND CONDITIONS SET OUT IN SECTION B. The Purchaser warrants that the information submitted in this agreement is true and correct in all respects and that the Purchaser is entirely familiar with the terms and conditions contained herein. The Purchaser further warrants that it/he/she has read and understood all the contents above.

Signed at this day of20.....

For and on behalf of the Purchaser:

Name:

Designation

Signature.....

As Witness

Date

For and on behalf of the Seller:

Name:

Designation

Signature.....

As Witness

Date

SECTION B

STANDARD TERMS AND CONDITIONS RELATING TO THE SALE & PURCHASE OF BLOCKHOUSE MOBILE HOMES (THE "T&Cs")

1. GENERAL

1. All Blockhouse Mobile Homes (the "Homes") sold by Blockhouse Homes (Pty) Ltd or any subsidiary thereof (the "Seller") are sold by the Seller and purchased by the Purchaser (as described in Section A) on terms described herein to the exclusion of any terms or conditions stipulated or referred to by the Purchaser.
2. This Agreement (Section a & B) constitutes the whole of the Agreement between the Purchaser and the Seller relating to the Homes and, save as otherwise provided for herein, no amendment, alterations, additions, deletion or variation will be of any force or effect unless reduced to writing and signed by the parties.
3. The parties agree that no other terms and conditions, whether oral or written and whether express or implied will be applicable to this transaction.
4. Save for any warranties given in this Agreement and any other written warranties given to the Purchaser, the Seller makes no warranties or representations in respect of the Homes or their use for any purpose.
5. All orders placed under Section A shall be in writing and shall be irrevocable upon receipt by the Seller.
6. Communications relating to the build must be via e-mail and in writing during business hours. Voice messages, whatsapp, text or phone calls will not be accepted as formal communication for changes, choices, amendments or new specifications.
7. Blockhouse will not work with, consult or take any instructions from any 3rd parties, builders, contractors, designers, decorators, installers or agents appointed by the purchaser.
8. We do assist with Council Submission, NHBC enrolment or any other government related applications, however we are at their mercy and can't guarantee anytime lines in this regard.

2. PRICES AND PAYMENTS

1. The price payable by the Purchaser for the Home shall be the price set out in Section A.
2. Where the price is not specified in Section A, the price shall be as quoted by the Seller to the Purchaser.
3. All prices quoted exclude delivery and all other charges unless otherwise specified.
4. There are three payment dates set out in Section A. The Seller shall issue invoices for each amount when due and payable without discount of any kind in South African Rand. In no circumstances shall the Purchaser be entitled to make any deduction or withhold payment for any reason whatsoever.
5. The Deposit is payable upon signing this Agreement. The deposit is non-refundable.
6. If the Purchaser fails to pay an invoice by the due date, the Seller may elect to either:
 - 2.6.1 Cancel this Agreement. In which case, all payments made to the Seller at the time of cancellation shall be forfeited by the Purchaser. In this instance, the Seller may, in addition to any amounts forfeited to it, also: (i) pursue the Purchaser for any damages it suffers; and/or (ii) be entitled to take possession of the Home(s) without prejudice to any further rights the Seller may have at law or in terms of this Agreement; or
 - 2.6.2 Demand specific performance by the Purchaser. In which event, the Purchaser shall pay interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 15% per annum and shall reimburse the Seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

~~3. VOETSTOOTS~~

~~The Purchaser understands and hereby acknowledges that all Homes are sold on a strict "as is" basis and the Seller makes no warranties or representations whatsoever express or implied as regards the fitness of the Homes for any~~

~~particular purpose or use in any particular country (unless specified by the Purchaser to be of a particular condition). Without limiting the generality of this clause, this shall include the materials, workmanship, merchantability, value or compliance with any specification, design, description, quality, durability, operation or condition at delivery or at any other time, (ensuring condition meets Purchaser s' specification as agreed).~~

4. DELIVERY, RISK AND OWNERSHIP

1. The Homes will become available for delivery on the date specified in Section A or any such other date as advised to the Purchaser by the Seller.
2. Delivery of the Home shall be taken by the Purchaser on such specified date. The Seller agrees to assist the Purchaser with delivery by arranging the necessary vehicles and equipment, but all costs shall be for the Purchaser and shall be paid upfront before any delivery takes place including and standing time as a result of accessibility. Failure of the Purchaser to take delivery on the date so specified shall require the Seller to store the Home at the risk and cost of the Purchaser until such time as delivery is affected.
3. The Homes are agreed to be delivered to the Purchaser when the Seller makes them available to the Purchaser or any agent of the Purchaser or any carrier (who shall be the Purchaser's agent whoever pays its charges) at the Seller's premises or other delivery point agreed by the Seller, and risk in the Homes shall pass to Purchaser at delivery.
4. Any damages to the Homes arising in transit or in offloading after delivery shall be at the risk of the Purchaser.
5. Delivery will be deemed to have been accepted by the Purchaser upon delivery unless rejected upon receipt. The Purchaser shall perform all inspections and tests Purchaser deems necessary as promptly as possible but in no event later than 7 days after delivery of the Homes, at which time the Purchaser shall be deemed to have irrevocably accepted the Home(s).
6. Any time or date specified for delivery is intended to be an estimate only. Time shall not be of the essence in respect of deliver.
7. The Purchaser is required to ensure that the final delivery destination/site is suitable for accommodating the Homes. The requirements in this regard are as specified in Section A.
8. The Seller reserves the right to charge a fee for visiting a Purchaser's site to check it's suitability or any visits to repair or conduct an alteration to a Home supplied if the issue is a result of the Purchaser's positioning, damage, non-compliance of original requirement, interference or misuse of the Home.
9. Title in the Home shall remain with the Seller until the Seller receives payment in full of the purchase price as set out in Section A.
10. The Seller may at any time before title passes and without any liability to the Purchaser – repossess and dismantle and use or sell all or any part of a Home and by doing so terminate the Purchaser's right to use, sell or otherwise deal with the Home (for that purpose or determining what if any goods or services are held by the Purchaser and inspecting them, enter any premises of or occupied by the Purchaser).
11. Delivery will take place once the owner has viewed the unit and done the necessary quality checks.
12. A snag list will be drawn up once beneficial occupation has been granted, the seller will have 2 weeks after this date to complete all snags a 2nd list will not be accepted. Any additional items identified after the initial period has been completed then standard labour and travelling rates will apply.
13. Rain delays and material supply due to load shedding, strikes, pandemic, war, flooding and availability sometimes effects lead-times, any delays of this nature will be communicated timeously and will be added to the effective end completion date.
14. Specification changes after signing off on the project will result in delays and additional costs which will be determined in the event of changes being made.
15. It is the purchasers responsibility to apply for water, sewer and electrical connections and ensure that this connections are brought to the unit and connected to the outlets/inlets of the unit.

5. LIABILITY AND INDEMNITY

1. While the Seller acknowledges that the Homes will be supplied in accordance with the specifications of the Purchaser, the Seller shall, under no circumstances whatsoever, be liable to the Purchaser or any third party for any indirect or consequential loss such as (but not limited to) loss of profit, loss of market or the consequences of any delay, howsoever caused.

2. The Purchaser hereby indemnifies the Seller, its directors, shareholders, employees and agents against and loss or damage suffered by them resulting from any claim made against the Seller, its directors, shareholders, employees or agents by any person or entity for any loss, damage, death or injury arising out of the Homes and/or their use for any purpose.

6. PURCHASER'S ACKNOWLEDGEMENT

The Purchaser acknowledges and agrees that it is responsible for the use of the Homes and should ensure that they are used safely and that it should use, maintain and look after the Homes in accordance with any instructions, user handbook or other form of guidance relating to them. The Purchaser indemnifies the Seller against all losses, damages, expenses, costs or other liability arising from such claims that may be made.

7. TECHNICAL ASSISTANCE OR ADVICE

If technical assistance or advice are offered or given to the Purchaser, such assistance or advice is given free of charge and only as an accommodation to the Purchaser. The Seller shall not be held liable for the content or Purchaser's use of such technical assistance or advice nor shall any statement made by any of the Seller's representatives in connection with the Homes constitute a representation or warranty, express or implied.

8. INTELLECTUAL PROPERTY RIGHTS

1. Any and all copyright and design rights subsisting in the Homes and their unique designs and composition vest in the Seller and all rights not expressly granted are reserved. Although the Purchaser is permitted to use the Homes, it is not permitted to copy, redesign or rebuild the Homes (or assist any third party to do so). The Purchaser acknowledges that such conduct will infringe upon the rights of the Seller.

2. The trade marks, marketing material, website, software, databases, text, graphics, icons, private information, designs and agreements used in relation to the Homes, are the property of the Seller and, as such, are protected from infringement. The Purchaser acknowledges these rights and agrees never to do anything or assist anyone to infringe upon these rights.

3. The purchaser grants the seller permission to photograph the build and use these images for training, marketing or display during and on completion of the project.

9. PRIVACY POLICY

The Seller shall take all reasonable steps to protect the Purchaser 's personal information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

10. SEVERABILITY OF CLAUSES

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain in full force and effect.

11. APPLICABLE LAW, JURISDICTION AND COSTS

1. This Agreement will be governed and interpreted in accordance with the laws of the Republic of South Africa.

2. The Purchaser hereby consents to the jurisdiction of the Magistrates Court in respect of any dispute or claim arising out of the Agreement notwithstanding that the value of such dispute or claim may otherwise be beyond the jurisdiction

of that Court, provided that this provision shall not preclude the Seller at its sole discretion from instituting any action in the High Court of South Africa having jurisdiction or any other Court of competent jurisdiction.

3. A certificate signed by a Director of the Seller stating that the amount due by the Purchaser to the Seller at any time shall be prima facie proof of the amount due by the Purchaser to the Seller and the facts stated therein for the purposes of all legal proceedings against the Purchaser for the recovery of any indebtedness to the Seller and such certificate shall be sufficient to enable the Seller to obtain provisional sentence or summary judgment against the Purchaser in terms hereof in any court of competent jurisdiction.