

OUTDOOR CENTRE



...simply the best outdoor store!

ADVANCE PAYMENT SALE - AGREEMENT

Between **Outdoor Centre** -

and

Customer Name:

Identification number:

Postal address:

Contact details:

Description of Goods/Subject to Invoice	Invoice/Quote Number	Excluding VAT	VAT	Total

Payment Plan

- 50% deposit to be paid of final approved Invoice/Quote amount.

N\$..... Paid on (date)

- The balance shall be paid in no more than three (3) consecutive Months of

N\$..... per month, commencing on the (date)

By the seller at **Outdoor Centre** (.....) on theday of

..... 20.....

Purchasers' signature.....

Witness to purchaser

Sellers' signature.....

Witness to seller.....

OUTDOOR CENTRE



...simply the best outdoor store!

Advance Payment Sale - Terms & Conditions

1. Definitions

In this Agreement, unless the context indicates differently:

- 1.1. "Agreement" means these terms and conditions, including the Schedule and all written notices that the supplier has given to the consumer;
- 1.2. "Business day" means any day except for a Sunday or Namibian public holiday;
- 1.3. "consumer"/"you"/"your" means the person who has agreed to enter into this Agreement and whose details are recorded in the agreement
- 1.4. Agreement means the Retail Advance Payment Sale attached to these terms and conditions which records the purchase price of the goods, the number of amounts to be deposited, the quantity of the amounts to be deposited/paid, the dates on which the amounts need to be deposited/paid and any other Schedules which may be attached hereto by agreement between the parties;
- 1.5. "supplier"/"we"/"us"/"our" means **OUTDOOR CENTRE**;
- 1.6. "VAT" means value-added tax chargeable under the Value-Added Tax Act 12 of 2015;
- 1.7. the headings of the various clauses in this Agreement have been inserted purely for the purpose of convenience and they will not be used to interpret the Agreement.
- 1.7. any reference to a gender includes the other genders; and
- 1.9. the singular includes the plural and vice versa (the other way around).

2. Introduction

- 2.1. You have agreed: -
 - 2.1.1. to buy the goods set out in the agreement on advance payment sale; and
 - 2.1.2. to pay for the goods by making regular deposits until payment of the full purchase price, as set out.
- 2.1.3. You understand and agree that the goods will not be delivered or given to you and you will not become the owner thereof until you have paid the full purchase price for the goods.
- 2.2. You agree that this Agreement represents the entire Agreement between you and OUTDOOR CENTRE in relation to your Advance Payment Sale and that no alterations or additions to this Agreement may be affected unless agreed to by both parties, reduced to writing and signed by you and a duly authorised representative of the supplier;

3. Payment of the deposit and instalments

You understand and agree that: -

- 3.1. The purchase price of the goods includes VAT at the current rate of tax.
- 3.2. The Agreement will commence upon signature of the Agreement and payment of the initial **50% deposit** set out

OUTDOOR CENTRE



...simply the best outdoor store!

3.3. Thereafter, you must pay the monthly amounts on or before the due dates until the final payment date. All amounts must be paid at the address of the store, as detailed in the Agreement

3.4. The deposits will be applied towards the settlement of the purchase price on the final payment date.

4. Cancellation of the Agreement

4.1. If you terminate the Agreement before paying the full purchase price, or fail to complete the payment for the goods within **90 (ninety)** business days after the final payment date, we: -

4.1.2 Upon request and presentation of original ID document/passport, will refund/credit you the amount paid by you. A handling fee of **25% calculated** on the quote amount will be deducted before the refund/credit will be done.

4.2 You understand and agree that if the agreement had been terminated for any reason and you wish to buy other or similar goods, you will be required to enter into a new agreement with us and the current price of the goods will then apply.

5. Contact details

5.1. It is your responsibility to provide us with correct contact details for future communication that may be necessary in relation to your Advance Payment Sale.

5.2. It is your responsibility to inform us of any changes of your contact details.

6. Delivery of the goods

6.1. We cannot be responsible for failure to perform or to deliver or delays in performance or delivery due to circumstances beyond our control ("force majeure events"). We will not be liable to you for any loss arising from any failure or delay in performance or providing the goods resulting from force majeure events. We will use reasonable endeavours to continue to perform in terms of this Agreement as soon as performance becomes possible. We may contact you to agree on alternative dates for delivery but will not require you to accept delivery at an unreasonable time.

6.2. You understand and agree that the goods as set out in the agreement, are identified and described by style, make, model, kind, design or category described goods. This does not mean that specific goods are set aside for the duration of the Advance Payment Sale agreement, but that we will deliver that described goods to you after receipt of the full purchase price for the goods.

6.3. If, for reasons beyond our reasonable control, we are unable to deliver the goods to you, we will, at your option: -

6.3.1 Supply you with an equivalent quantity of goods that are comparable or superior in description, design or quality; or

6.3.2 Refund to you the amounts deposited with us for the goods.

7. Transfer of rights and ownership

7.1. Once you have **paid 75%** of the Advance Payment Sale amount you will be allowed to submit the needed documentation to apply for ownership of the goods. Once submitted documentation is approved and received and all outstanding funds are paid. We will release all goods to you as new owner.

OUTDOOR CENTRE



...simply the best outdoor store!

8. General

- 8.1. We do not lose any of our rights under this Agreement if we do not insist immediately and in every instance on these rights. You may not use it as defenses if we had a right which we did not enforce at the relevant time.
- 8.2. If any term or condition of this Agreement becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition in this Agreement

For the seller' signature – Outdoor Centre

Purchasers' signature - Client

.....

.....

Date.....

Date.....