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[No. 4664

GOVERNMENT NOTICES

DEPARTMENT OF COMMERCE

No. R. 722

11 April 1975

**PRICE CONTROL
 CONDITIONS OF SALE**

I, Gabriël Joseph Johannes Fourie Steyn, Price Controller, do hereby in terms of section 9 of the Price Control Act, 1964 (Act 25 of 1964), prescribe as follows:

1. Unless the context otherwise indicates, in this notice—

(i) "agreement" means an agreement irrespective of whether it is subject to a suspensive or resolutive condition under which the seller undertakes to transfer goods or the possession, use or enjoyment thereof to the purchaser, and the purchaser in exchange therefor undertakes to pay to the seller an amount in cash or in kind or in both and any agreement which has, or agreements which together have, the same import irrespective of the form which such agreement or agreements may assume;

(ii) "cash price", in relation to a sale, means the customary price at which goods may be purchased by the purchaser from the seller concerned for a cash amount in money;

(iii) "deposit", in relation to a sale, means the amount payable by the purchaser at the time of the making of the agreement;

(iv) "goods" means goods referred to in column 1 of the Schedule hereto;

(v) "purchase price", in relation to a sale, means the total amount in cash or in kind, or in both, which the purchaser undertakes to pay to the seller for goods or for the possession, use or enjoyment thereof;

(vi) "purchaser", in relation to a sale, means the party to the sale to whom the sale is made;

(vii) "sale", in addition to the meaning it has in terms of the definition thereof in section 1 of the said Act, includes any disposal of any goods by way of lease-lend or lease and the making of an agreement in respect of goods as well as any offer or invitation, whether oral, in writing or by means of advertisement, to make any such agreement; and

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN HANDEL

No. R. 722

11 April 1975

**PRYSBEHEER
 VERKOOPVOORWAARDES**

Ek, Gabriël Joseph Johannes Fourie Steyn, Prysbeheer, bepaal hierby kragtens artikel 9 van die Wet op Prysbeheer, 1964 (Wet 25 van 1964), soos volg:

1. Tensy uit die samehang anders blyk, beteken in hierdie kennisgewing—

(i) "ooreenkoms", 'n ooreenkoms, afgesien daarvan of dit onderworpe is aan 'n opskortende of ontbindende voorwaarde, waarkragtens die verkoper onderneem om goedere of die besit, gebruik of genot daarvan, aan die koper oor te dra en die koper in ruil daarvoor onderneem om aan die verkoper 'n bedrag in geld of in natura of in albei te betaal en enige ooreenkoms wat, of ooreenkomste wat tesame, dieselfde behels, ongeag watter vorm so 'n ooreenkoms of ooreenkomste ook al mag aanneem;

(ii) "kontantprys", met betrekking tot 'n verkoop, die gebruikelike prys waarteen goedere deur die koper van die betrokke verkoper vir 'n kontantbedrag geld gekoop kan word;

(iii) "deposito", met betrekking tot 'n verkoop, die bedrag wat ten tyde van die aangaan van die ooreenkoms deur die koper betaalbaar is;

(iv) "goedere" die goedere vermeld in kolom 1 van die Bylae hiervan;

(v) "koopprys", met betrekking tot 'n verkoop, die totale bedrag in geld of in natura, of in albei, wat die koper hom verbind om aan die verkoper vir goedere, of vir die besit, gebruik of genot daarvan, te betaal;

(vi) "koper", met betrekking tot 'n verkoop, die party by die verkoop aan wie daar verkoop word;

(vii) "verkoop", benewens die betekenis wat dit ingevolge die omskrywing daarvan in artikel 1 van genoemde Wet het, ook die vervreemding van enige goedere deur bruikleen of huur en die aangaan van 'n ooreenkoms ten opsigte van goedere asook 'n aanbod of uitnodiging, hetsy mondeling, skriftelik of by wyse van advertensie, om enige sodanige ooreenkoms aan te gaan; en

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(viii) "seller", in relation to a sale, means the party to a sale who sells and includes his successor in title.

2. No person shall sell goods upon conditions in terms of which—

(a) the purchase price of such goods is paid wholly or partly out of money, excluding money paid or owing to the purchaser by the seller as emoluments, obtained directly or indirectly from or through the seller or any person whose business or undertaking or part of whose business or undertaking it is by arrangement with the seller to make available money for payments by the purchaser under agreements with the seller; or

(b) if the purchase price of goods is payable over a period exceeding three months—

(i) less than the appropriate portion set out in column 2 of the Schedule hereto of the cash price of the goods shall or may be paid in cash or in kind, or in both, at the time of the sale; or

(ii) the full purchase price shall or may be paid over a longer period than the appropriate period set out in column 3 of the Schedule hereto; or

(iii) the liability of the seller under any guarantee or warranty which would, but for such conditions, be implied in the agreement, is excluded or restricted; or

(iv) payments, other than the deposit, under the agreement in respect of the goods or the possession, use or enjoyment thereof shall or are to be made to the seller before the goods are delivered to the purchaser; or

(c) the goods are or will be delivered to the purchaser more than 60 days after the sale; or

(d) failing delivery of the goods or transfer of the possession, use or enjoyment thereof to the purchaser within 60 days of the sale, the purchaser is denied or refused the right to cancel the agreement and to claim a refund of any payment made in terms thereof: Provided that such failure to deliver the goods or to transfer the possession, use or enjoyment thereof is on the part of the seller and is not due to the purchaser's inability to take delivery of the said goods for whatever reason; or

(e) the purchaser is required to give a promissory note in respect of any liability under the agreement; or

(f) the seller may, in connection with the recovery of any amount due to him, recover from the purchaser costs other than costs actually incurred by him and recoverable at law; or

(g) if any payment is made in kind at the time of the sale, the amount of such payment exceeds a reasonable price therefor; or

(h) the amount of any one instalment payable under the agreement after the deposit—

(i) in the case of an agreement which upon expiry of the term thereof requires the goods to be returned to the seller, exceeds the amount of any of the other instalments payable before that one instalment; or

(ii) in any other case differs by more than 10 per cent from any of the other instalments, excluding the final instalment which may be smaller than the amount of that one instalment; or

(i) the seller is relieved of liability for any act, omission or representation on the part of any person acting on his behalf in connection with the sale or the negotiations which precede the sale; or

(viii) "verkoper", met betrekking tot 'n verkoop, die party by 'n verkoop wat verkoop asook sy opvolger in titel.

2. Niemand mag goedere verkoop nie op voorwaardes waarvolgens—

(a) die koopprys van sodanige goedere, in sy geheel of gedeeltelik betaal word uit geld, uitgesonderd geld aan die koper deur die verkoper as emolumente betaal of verskuldig, wat regstreeks of onregstreeks verkry is van of deur bemiddeling van die verkoper of iemand wat 'n besigheid of onderneming daarvan maak of van wie se besigheid of onderneming dit deel is om, volgens reëling met die verkoper, geld beskikbaar te stel vir betalings deur die koper kragtens ooreenkomste met die verkoper; of

(b) indien die kooppryse van goedere oor 'n tydperk van langer as drie maande betaalbaar is—

(i) minder as die toepaslike gedeelte in kolom 2 van die Bylae hiervan vermeld, van die kontantprys van die goedere in geld of in natura, of in albei, ten tyde van die verkoop betaal moet of kan word; of

(ii) die volle koopprys oor 'n langer tydperk as die toepaslike termyn in kolom 3 van die Bylae hiervan vermeld, betaal moet of kan word; of

(iii) die aanspreeklikheid van die verkoper ingevolge 'n garansie of waarborg wat 'n versweë beding van die ooreenkoms sou wees as daardie voorwaarde nie daar was nie, uitgesluit of beperk word; of

(iv) betalings, uitgesonderd die deposito, kragtens die ooreenkoms ten opsigte van die goedere of die besit, genot of gebruik daarvan, aan die verkoper gemaak word of moet word alyorens die goedere aan die koper gelewer is; of

(c) die goedere meer as 60 dae na die verkoop aan die koper gelewer word of sal word; of

(d) by versuim van lewering van die goedere of van die oordrag van besit, gebruik of genot daarvan aan die koper binne 60 dae na die verkoop, die koper die reg geweier of ontsê word om die ooreenkoms te kanselleer en om terugbetaling van enige betaling wat ingevolge daarvan gemaak is, terug te eis: Met dien verstande dat sodanige versuim om die goedere te lewer of die besit, gebruik of genot daarvan oor te dra aan die kant van die verkoper is en nie te wyte is aan die onvermoë van die koper om aflewering van die betrokke goedere te aanvaar om watter rede ook al nie; of

(e) van die koper vereis word om 'n promesse te lewer ten opsigte van enige aanspreeklikheid ingevolge die ooreenkoms; of

(f) die verkoper in verband met die invordering van 'n bedrag aan hom verskuldig, ander koste as die koste werklik deur hom aangegaan en regtens verhaalbaar, op die koper kan verhaal; of

(g) indien enige betaling ten tyde van die verkoop in natura gemaak word, die bedrag van sodanige betaling meer is as 'n redelike prys daarvoor; of

(h) die bedrag van enige enkele paaient betaalbaar kragtens die ooreenkoms, na betaling van die deposito—

(i) in die geval van 'n ooreenkoms waarkragtens die goedere by die verstryking van die tydperk van die ooreenkoms aan die verkoper terugbesorg moet word, groter is as die bedrag van enige van die ander paaiente betaalbaar voor daardie besondere paaient; of

(ii) in enige ander geval met meer as 10 persent verskil van enige van die ander paaiente, met uitsondering van die finale paaient wat kleiner kan wees as die bedrag van daardie besondere paaient; of

(i) die verkoper van aanspreeklikheid onthef word vir die doen en late of vir 'n voorstelling aan die kant van iemand wat namens hom optree in verband met die verkoop of die onderhandelinge wat die verkoop voorafgaan; of

(j) the purchaser represents and warrants in the agreement that goods have been delivered or the possession, use or enjoyment thereof has been transferred to him; or

(k) the purchaser shall, during the currency of the agreement be responsible for the maintenance of the goods if the purchaser, or any other person on his behalf, shall—

(i) at no stage during the currency of the agreement or thereafter, obtain ownership of the goods; and

(ii) after expiration or termination of the agreement, not retain possession, use or enjoyment of the goods.

3. The prohibition in paragraph 2 (b) (i) and (ii) shall not apply in respect of the sale of goods if—

(a) the purchaser, or any person on his behalf, at no stage during the currency of the agreement or thereafter obtains ownership of the goods and, after expiration or termination of the agreement, does not retain the possession, use or enjoyment of the goods; and

(b) the period of the agreement exceeds three months; and

(c) the parties, at the time of the sale, agree—

(i) in respect of the deposit: Provided that such deposit, which shall be payable at the time of making the agreement, shall be equal to at least the total of the first three of the instalments payable under the agreement after delivery of the goods to the purchaser;

(ii) in respect of the amount of each instalment and the date upon which each instalment is payable after the deposit: Provided that the first of such instalments shall be payable not later than the end of the month following the month in which delivery was effected;

(iii) in respect of the period of the agreement: Provided that such period shall not be more than 30 months unless the parties thereto have the right to terminate such agreement at any time after 30 months by giving 30 days notice in writing;

(iv) that after expiration or termination, as the case may be, of the agreement—

(aa) the purchaser shall, after such expiration or termination, return the goods to the seller; and

(bb) that the seller shall, after the return of the goods, collect no further payments from the purchaser other than arrear instalments.

4. The prohibitions in paragraphs 2 (b) (i) and (ii) and 2 (h) (i) and the provisions of paragraph 3 (c) (i) and (iii) shall not apply in respect of the sale of goods which are used by any purchaser for monitoring, instructional, educational and security purposes or multiple viewing situations, if payments under the agreement, or amounts representing depreciation or wear and tear of the goods purchased, are amounts allowed to be wholly or partly deducted from or set off against the taxable income of the purchaser under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962), or if the income of the purchaser under such agreement is exempt from tax in terms of the said Income Tax Act, but no person shall sell the said goods upon conditions in terms of which the purchaser represents or warrants that the said payments or amounts are amounts allowed to be deducted or set off in the said manner.

5. This notice shall not apply to the sale of goods by a manufacturer or reseller to a reseller of those goods.

6. Government Notice R. 2423 of 27 December 1974 is hereby withdrawn.

G. J. J. F. STEYN, Price Controller.

(j) die koper in die ooreenkoms voorgee en waarborg dat aan hom goedere afgelewer of die besit, gebruik of genot daarvan aan hom oorgedra is; of

(k) die koper tydens die geldigheidsduur van die ooreenkoms vir die instandhouding van die goedere verantwoordelik is indien die koper of enige ander persoon namens hom—

(i) op geen stadium tydens die geldigheidsduur van die ooreenkoms of daarna eiendomsreg op die goedere verkry nie; en

(ii) na afloop of beëindiging van die ooreenkoms nie die besit, gebruik of genot van die goedere behou nie.

3. Die verbod in paragraaf 2 (b) (i) en (ii) geld nie ten opsigte van die verkoop van goedere nie indien—

(a) die koper of enige ander persoon namens hom in geen stadium gedurende die geldigheidsduur van die ooreenkoms of daarna eiendomsreg op die goedere verkry nie en na afloop of beëindiging van die ooreenkoms nie die besit, gebruik of genot van die goedere behou nie; en

(b) die termyn van die ooreenkoms drie maande oorskry; en

(c) die partye ten tyde van die verkoop ooreenkoms—

(i) ten opsigte van die deposito: Met dien verstande dat sodanige deposito, betaalbaar by die aangaan van die ooreenkoms, gelyk is aan minstens die totaal van die eerste drie paaieimente wat kragtens die ooreenkoms betaalbaar is na lewering van die goedere aan die koper;

(ii) ten opsigte van die bedrag van elke paaieiment en die datum waarop dit na betaling van die deposito, betaalbaar is: Met dien verstande dat die eerste van sodanige paaieimente nie later nie as die end van die maand wat volg op die maand waarin die goedere gelever is, betaalbaar is;

(iii) ten opsigte van die termyn van die ooreenkoms: Met dien verstande dat sodanige termyn hoogstens 30 maande is tensy die partye by die ooreenkoms die reg het om die ooreenkoms te eniger tyd na 30 maande te beëindig deur 30 dae skriftelik kennis te gee;

(iv) dat na verstryking of beëindiging van die ooreenkoms, na gelang van die geval—

(aa) die koper na sodanige verstryking of beëindiging die goedere aan die verkoper moet terugbesorg; en

(bb) dat die verkoper na die terugontvangs van die goedere geen verdere betalings uitgesonderd agterstallige paaieimente op die koper kan verhaal nie.

4. Die verbodsbepalings van paragraaf 2 (b) (i) en (ii) en 2 (h) (i) en die bepalinge van paragraaf 3 (c) (i) en (iii) is nie van toepassing nie ten opsigte van die verkoop van goedere wat deur 'n koper gebruik word vir moniteer-, onderrig-, opvoedkundige en sekuriteitsdoeleindes of veelvoudige kyksituasie, indien betalings kragtens die ooreenkoms, of bedrae wat slytasie of waardevermindering van die goedere verteenwoordig, bedrae is wat kragtens Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), in hul geheel of gedeeltelik van die belasbare inkomste van die koper afgetrek kan word of daarteen verreken kan word, of indien die inkomste van die koper, ingevolge sodanige ooreenkoms, vrygestel is van die bepalinge van genoemde Inkomstebelastingwet, maar geen persoon mag genoemde goedere verkoop nie op voorwaardes ingevolge waarvan die koper voorgee of waarborg dat genoemde betalings of bedrae, bedrae is wat op gemelde manier afgetrek of verreken kan word.

5. Hierdie kennisgewing is nie van toepassing op die verkoop van goedere deur 'n vervaardiger of herverkoper aan 'n herverkoper van daardie goedere nie.

6. Goewermentskennisgewing R. 2423 van 27 Desember 1974 word hierby ingetrek.

G. J. J. F. STEYN, Pryscontroleur.

SCHEDULE

Column 1 Goods	Column 2	Column 3
	Portion of the cash price	Period of payment
	Per cent	Months from date of delivery
1. Television receivers and accessories therefor, but excluding closed circuit television equipment.....	10	24
2. Television aerial systems and accessories therefor, but excluding communal television aerial systems....	10	24
3. Video cassette recorders and players and video tape recorders and players.....	10	24
4. Video cassettes and video tapes.....	10	24
5. Electronic television games.....	10	24

BYLAE

Kolom 1 Goedere	Kolom 2	Kolom 3
	Gedeelte van kontantprys	Afbetalings-termyn
	Persent	Maande vanaf datum van lewering
1. Televisieontvangers en bybehore daarvan, maar uitgesonderd toekringtelevisietoerusting.....	10	24
2. Televisie-antennestelsels en bybehore daarvan, maar uitgesonderd gemeenskaplike televisie-antennestelsels.....	10	24
3. Videokassetopnemers en -terugspelers en videobandopnemers en -terugspelers.....	10	24
4. Videokassette en videobande.....	10	24
5. Elektroniese televisie-spetletjies.....	10	24

No. R. 723

11 April 1975

PRICE CONTROL

CONDITIONS OF SALE

I, Gabriël Joseph Johannes Fourie Steyn, Price Controller, do hereby in terms of section 9 of the Price Control Act, 1964 (Act 25 of 1964), prescribe as follows:

1. Unless the context otherwise indicates, in this notice—

(i) "agreement" means an agreement irrespective of whether it is subject to a suspensive or resolute condition under which the seller undertakes to transfer goods or the possession, use or enjoyment thereof to the purchaser, and the purchaser in exchange therefore undertakes to pay to the seller an amount in cash or in kind or in both and any agreement which has, or agreements which together have, the same import irrespective of the form which such agreement or agreements may assume;

(ii) "cash price", in relation to a sale, means the customary price at which goods may be purchased by the purchaser from the seller concerned for a cash amount in money;

(iii) "deposit", in relation to a sale, means the amount payable by the purchaser at the time of the making of the agreement;

(iv) "goods" means goods referred to in column 1 of the Schedule hereto;

(v) "purchase price", in relation to a sale, means the total amount in cash or in kind, or in both, which the purchaser undertakes to pay to the seller for goods or for the possession, use or enjoyment thereof;

(vi) "purchaser", in relation to a sale, means the party to the sale to whom the sale is made;

No. R. 723

11 April 1975

PRYSBEHEER

VERKOOPVOORWAARDES

Ek, Gabriël Joseph Johannes Fourie Steyn, Pryscontroleur, bepaal hierby kragtens artikel 9 van die Wet op Prysbeheer, 1964 (Wet 25 van 1964), soos volg:

1. Tensy uit die samehang anders blyk, beteken in hierdie kennisgewing—

(i) "ooreenkoms", 'n ooreenkoms afgesien daarvan of dit onderworpe is aan 'n opskortende of ontbindende voorwaarde, waarkragtens die verkoper onderneem om goedere of die besit, gebruik of genot daarvan, aan die koper oor te dra en die koper in ruil daarvoor onderneem om aan die verkoper 'n bedrag in geld of in natura of in albei te betaal en enige ooreenkoms wat, of ooreenkoms wat tesame, dieselfde behels, ongeag watter vorm so 'n ooreenkoms of ooreenkoms ook al mag aanneem;

(ii) "kontantprys", met betrekking tot 'n verkoop, die gebruikelike prys waarteen goedere deur die koper van die betrokke verkoper vir 'n kontantbedrag geld gekoop kan word;

(iii) "deposito", met betrekking tot 'n verkoop, die bedrag wat ten tyde van die aangaan van die ooreenkoms deur die koper betaalbaar is;

(iv) "goedere" die goedere vermeld in kolom 1 van die Bylae hiervan;

(v) "koopprys", met betrekking tot 'n verkoop, die totale bedrag in geld of in natura, of in albei, wat die koper hom verbind om aan die verkoper vir goedere, of vir die besit, gebruik of genot daarvan, te betaal;

(vi) "koper", met betrekking tot 'n verkoop, die party by die verkoop aan wie daar verkoop word;

(vii) "sale", in addition to the meaning it has in terms of the definition thereof in section 1 of the said Act, includes any disposal of any goods by way of lease-lend or lease and the making of an agreement in respect of goods as well as any offer or invitation, whether oral, in writing or by means of advertisement, to make any such agreement; and

(viii) "seller", in relation to a sale, means the party to a sale who sells and includes his successor in title.

2. No person shall sell goods upon conditions in terms of which—

(a) the purchase price of such goods is paid wholly or partly out of money, excluding money paid for owing to the purchaser by the seller as emoluments, obtained directly or indirectly from or through the seller or any person whose business or undertaking or part of whose business or undertaking it is by arrangement with the seller to make available money for payments by the purchaser under agreements with the seller; or

(b) if the purchase price of goods is payable over a period exceeding three months—

(i) less than the appropriate portion set out in column 2 of the Schedule hereto of the cash price of the goods shall or may be paid in cash or in kind, or in both, at the time of the sale; or

(ii) the full purchase price shall or may be paid over a longer period than the appropriate period set out in column 3 of the Schedule hereto; or

(iii) the liability of the seller under any guarantee or warranty which would, but for such condition, be implied in the agreement, is excluded or restricted; or

(iv) payments, other than the deposit, under the agreement in respect of the goods or the possession, use or enjoyment thereof shall or are to be made to the seller before the goods are delivered to the purchaser; or

(c) the goods are or will be delivered to the purchaser more than 60 days after the sale; or

(d) failing delivery of the goods or transfer of the possession, use or enjoyment thereof to the purchaser within 60 days of the sale, the purchaser is denied or refused the right to cancel the agreement and to claim a refund of any payment made in terms thereof: Provided that such failure to deliver the goods or to transfer the possession, use or enjoyment thereof is on the part of the seller and is not due to the purchaser's inability to take delivery of the said goods for whatever reason; or

(e) the purchaser is required to give a promissory note in respect of any liability under the agreement; or

(f) the seller may, in connection with the recovery of any amount due to him, recover from the purchaser costs other than costs actually incurred by him and recoverable at law; or

(g) the seller is relieved of liability for any act, omission or representation on the part of any person acting on his behalf in connection with the sale or the negotiations which precede the sale; or

(h) the amount of any one instalment payable under the agreement after the deposit—

(i) in the case of an agreement which upon expiry of the term thereof requires the goods to be returned to the seller, exceeds the amount of any of the other instalments payable before that one instalment; or

(vii) "verkoop", benewens die betekenis wat dit ingevolge die omskrywing daarvan in artikel 1 van genoemde Wet het, ook die vervreemding van enige goedere deur bruikleen of huur en die aangaan van 'n ooreenkoms ten opsigte van goedere asook 'n aanbod of uitnodiging, hetsy mondeling, skriftelik of by wyse van advertensie, om enige sodanige ooreenkoms aan te gaan; en

(viii) "verkoper", met betrekking tot 'n verkoop, die party by 'n verkoop wat verkoop asook sy opvolger in titel.

2. Niemand mag goedere verkoop nie op voorwaardes waarvolgens—

(a) die koopprys van sodanige goedere, in sy geheel of gedeeltelik betaal word uit geld, uitgesonderd geld aan die koper deur die verkoper as emolumente betaal of verskuldig, wat regstreeks of onregstreeks verkry is van of deur bemiddeling van die verkoper of iemand wat 'n besigheid of onderneming daarvan maak of van wie se besigheid of onderneming dit deel is om, volgens reëling met die verkoper, geld beskikbaar te stel vir betalings deur die koper kragtens ooreenkomste met die verkoper; of

(b) indien die koopprys van goedere oor 'n tydperk van langer as drie maande betaalbaar is—

(i) minder as die toepaslike gedeelte in kolom 2 van die Bylae hiervan vermeld, van die kontantprys van die goedere in geld of in natura, of in albei, ten tyde van die verkoop betaal moet of kan word; of

(ii) die volle koopprys oor 'n langer tydperk as die toepaslike termyn in kolom 3 van die Bylae hiervan vermeld, betaal moet of kan word; of

(iii) die aanspreeklikheid van die verkoper ingevolge 'n garansie of waarborg wat 'n versweë beding van die ooreenkoms sou wees as daardie voorwaarde nie daar was nie, uitgesluit of beperk word; of

(iv) betalings, uitgesonderd die deposito, kragtens die ooreenkoms ten opsigte van die goedere of die besit, genot of gebruik daarvan, aan die verkoper gemaak word of moet word alvorens die goedere aan die koper gelewer is; of

(c) die goedere meer as 60 dae na die verkoop aan die koper gelewer word of sal word; of

(d) by versuim van lewering van die goedere of van die oordrag van die besit, gebruik of genot daarvan aan die koper binne 60 dae na die verkoop, die koper die reg geweier of ontsê word om die ooreenkoms te kanselleer en om terugbetaling van enige betaling wat ingevolge daarvan gemaak is, terug te eis: Met dien verstande dat sodanige versuim om die goedere te lewer of die besit, gebruik of genot daarvan oor te dra aan die kant van die verkoper is en nie te wyte is aan die onvermoë van die koper om aflewering van die betrokke goedere te aanvaar om watter rede ook al nie; of

(e) van die koper vereis word om 'n promesse te lewer ten opsigte van enige aanspreeklikheid ingevolge die ooreenkoms; of

(f) die verkoper in verband met die invordering van 'n bedrag aan hom verskuldig, ander koste as die koste werklik deur hom aangegaan en regtens verhaalbaar, op die koper kan verhaal; of

(g) die verkoper van aanspreeklikheid onthef word vir die doen en late of vir 'n voorstelling aan die kant van iemand wat namens hom optree in verband met die verkoop of die onderhandelinge wat die verkoop voorafgaan; of

(h) die bedrag van enige enkele paaiement betaalbaar kragtens die ooreenkoms, na betaling van die deposito—

(i) in die geval van 'n ooreenkoms waarkragtens die goedere by die verstryking van die tydperk van die ooreenkoms aan die verkoper terugbesorg moet word, groter is as die bedrag van enige van die ander paaiemente betaalbaar voor daardie besondere paaiement; of

(ii) in any other case differs by more than 10 per cent from any of the other instalments, excluding the final instalment which may be smaller than the amount of that one instalment; or

(i) if any payment is made in kind at the time of the sale, the amount of such payment exceeds a reasonable price therefor; or

(j) the purchaser represents and warrants in the agreement that goods have been delivered or the possession, use or enjoyment thereof has been transferred to him.

3. The prohibition in paragraph 2 (a) shall not apply in respect of the sale of the goods set out in paragraph 7 to 14, inclusive, of column 1 of the Schedule hereto, and, if he said goods are not sold upon conditions in terms of which upon default in payment of any instalment payable under the agreement the whole purchase price becomes due by virtue of an agreement, arrangement or understanding to that effect between the purchaser and the seller, the provisions of this notice shall not apply in respect of the sale of those goods.

4. The provisions of this notice shall not apply in respect of the sale of the goods set out in paragraphs 15 and 16 of column 1 of the Schedule hereto if payments in terms of the agreement, or amounts representing depreciation or wear and tear of the goods purchased, are amounts allowed to be wholly or partly deducted from or set off against the taxable income of the purchaser under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962), but no person shall sell the said goods upon conditions in terms of which the purchaser represents and warrants that the said payments or amounts are amounts allowed to be deducted or set off in the said manner.

5. This notice shall not apply to the sale of goods by a manufacturer or reseller to a reseller of those goods.

6. Government Notice R. 2423 of 27 December 1974 is hereby withdrawn.

G. J. J. F. STEYN, Price Controller.

(ii) in enige ander geval met meer as 10 persent verskil van enige van die ander paalemente, met uitsondering van die finale paalement wat kleiner kan wees as die bedrag van daardie besondere paalement; of

(i) indien enige betaling ten tyde van die verkoop in natura gemaak word, die bedrag van sodanige betaling meer is as 'n redelike prys daarvoor; of

(j) die koper in die ooreenkoms voorgee en waarborg dat goedere aan hom gelewer of die besit, gebruik of genot daarvan aan hom oorgedra is.

3. Die verbod in paragraaf 2 (a) geld nie ten opsigte van die verkoop van die goedere in paragrawe 7 tot en met 14 van kolom 1 van die Bylae hiervan vermeld nie en indien gemelde goedere nie verkoop word op voorwaardes waarvolgens by wanbetaling van 'n paalement ingevolge die ooreenkoms betaalbaar, die hele koopprys opeisbaar word uit hoofde van 'n ooreenkoms, reëling of verstandhouding te dien effekte tussen die koper en die verkoper nie, geld die bepalings van hierdie kennisgewings nie ten opsigte van die verkoop van daardie goedere nie.

4. Die bepalings van hierdie kennisgewing geld nie ten opsigte van die verkoop van die goedere in paragrawe 15 en 16 van kolom 1 van die Bylae hiervan vermeld nie indien die bepalings ingevolge die ooreenkoms, of bedrae wat waardevermindering of slytasie van die verkoopte goedere verteenwoordig, bedrae is wat kragtens Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), in hul geheel of gedeeltelik van die belasbare inkomste van die koper afgetrek kan word of daarteen verreken kan word, maar geen persoon mag die betrokke goedere verkoop nie op voorwaardes ingevolge waarvan die koper voorgee en waarborg dat die gemelde betalings of bedrae, bedrae is wat op gemelde wyse afgetrek of verreken kan word.

5. Hierdie kennisgewing is nie van toepassing op die verkoop van goedere deur 'n vervaardiger of herverkoper aan 'n herverkoper van daardie goedere nie.

6. Goewermentskennisgewing R. 2423 van 27 Desember 1974 word hierby ingetrek.

G. J. J. F. STEYN, Pryscontroleur.

SCHEDULE

Column 1 Goods	Column 2 Portion of the cash price	Column 3 Period of payment
	Per cent	Months from date of delivery
1. Crankshaft grinding equipment.....	33½	24
2. Reborring and honing equipment.....	33½	24
3. Line boring machines.....	33½	24
4. Connecting rod reconditioning machines.....	33½	24
5. Automotive surface grinders.....	33½	24
6. Engine dynamometers.....	33½	24
7. Household furniture, including garden furniture, mattresses, floor carpets and floor rugs, irrespective of the materials from which these articles are manufactured.....	10	24
8. Electrical and non-electrical appliances for domestic use, including radios and gramophones, sound recorders and reproducers, record players, tape and wire decks, loudspeakers and amplifiers and accessories for these articles, but excluding portable radios and car radios and coal stoves.....	10	24
9. Venetian and other blinds, irrespective of the material from which these articles are manufactured....	10	24
10. Musical instruments, excluding pianos and organs.....	10	24
11. Camping equipment, including tents but excluding caravans.....	10	24
12. Jewellery and parts thereof, including clocks and watches.....	10	24
13. Photographic and cinematographic cameras, enlargers and reducers and projectors, including accessories for these articles, but excluding closed circuit television equipment and equipment for cinemas and theatres.....	10	24
14. Sporting and pleasure vessels of all kinds, including inboard and outboard engines for such vessels....	10	24
15. Mechanically propelled motor vehicles not subject to the provisions of paragraph 16.....	33½	24
16. Mechanically propelled road passenger motor vehicles designed to seat not more than eight persons....	25	30

BYLAE

Kolom 1 Goedere	Kolom 2 Gedeelte van kontantprys	Kolom 3 Afbetalings- termyn
	Persent	Maande vanaf datum van lewering
1. Toerusting vir die slyp van krukasse.....	33½	24
2. Herboor- en soetslyptoerusting.....	33½	24
3. Lynboormasjiene.....	33½	24
4. Masjiene vir die vernuwing van suierstange.....	33½	24
5. Vlakslypers vir die motoringenieursbedryf.....	33½	24
6. Enjindinamometers.....	33½	24
7. Huishoudelike meubels, met inbegrip van tuinmeubels, matrasse, vloertapyte en vloermatjies, ongeag die materiaal waaruit hierdie artikels vervaardig is.....	10	24
8. Elektriese en nie-elektriese toestelle vir huishoudelike gebruik, met inbegrip van radio's asook gramofone, klankopnemers en -weergewers, platespelers, band- en draaddekke, luidsprekers en klankversterkers en bybehore van hierdie artikels, maar uitgesonderd draagbare radio's en motorradio's en koolstowe.....	10	24
9. Hortjies- en ander blindings, ongeag die materiaal waaruit hierdie artikels vervaardig is.....	10	24
10. Musiekinstrumente, uitgesonderd klaviere en orrels.....	10	24
11. Kampeertoerusting, met inbegrip van tente maar uitgesonderd woonwaens.....	10	24
12. Juweliersware en onderdele daarvan, met inbegrip van uurwerke en horlosies.....	10	24
13. Fotografiese en kinematografiese kameras, vergroters en verkleiners en projektors, met inbegrip van bybehore van hierdie artikels maar uitgesonderd toekring televisietoerusting en toerusting vir bioskope en teaters.....	10	24
14. Sport- en plesiervaartuie van alle soorte, met inbegrip van binne- en buiteboordenjins daarvoor.....	10	24
15. Meganies aangedrewe motorvoertuie wat nie aan die bepalings van paragraaf 16 onderworpe is nie.....	33½	24
16. Meganies aangedrewe passasierspadmotorvoertuie wat so ontwerp is dat dit sitplek vir hoogstens agt persone bied.....	25	30

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