

## TERMS AND CONDITIONS

The following terms and conditions shall apply to all sales of goods by the company:

1. The Orderer acknowledges that all these conditions have been brought to his notice, and the Company shall not be responsible for any loss incurred by the Orderer based on any statement, condition, warranty or representation made by any person other than itself and then only if the statement, condition, warranty or representative is in writing.
2. An order may not be countermanded, but it is not binding upon the Company until written acceptance by It. The Company need not inform the Orderer of such acceptance.
3. The Orderer shall upon the formation of a Contract, for the sale of new goods automatically become entitled to the same protection and benefits from the Company as the Company itself is entitled to at any time by reason of guarantees and warranties given to it by the manufacturer or supplier in respect of such goods. The protection and benefits arising from the guarantees and warranties shall always be subject to any conditions or limitations contained therein and to the interpretation thereof in any Court referred to in such guarantees and warranties.  
The Orderer shall be entitled to obtain from the Company at any time a full copy of the manufacturer's or supplier's guarantee and warranty.
4. The Company shall not be responsible for any loss arising from any defects in the goods nor for any consequential loss or damage however caused.
5. All illustrations, drawings, descriptions, weights, dimensions, specifications and performance figures are approximate and shall not form part of any contract which may be entered into.
6. Any increase in the manufacturer's or supplier's prices and any increases in costs arising from any circumstances whatsoever, shall be for the account of the Orderer.
7. Delivery of the goods shall take place at the Company's works or warehouse upon tender of delivery thereof.
8. Payment of the purchase price for goods supplied on approved accounts shall be made within 30 (thirty) days of date of Statement. All other payments for the purchase price of goods, shall be made prior to the delivery or collection of the goods.  
Interest on all overdue amounts shall be paid at the prime bank overdraft rate charged to the Company from time to time by its Bankers.
9. Notwithstanding delivery or collection thereof ownership in the goods shall remain with the Company until payment therefore has been made in full. All ownership rights remain reserved until full payment is received. While ownership is vested in the Company the Orderer shall keep and maintain the goods in good order and shall be entitled to maintain the goods in good order, and shall not, without the written consent of the Company, encumber, dispose of or remove them from the delivery site.
10. On breach by the Orderer of any of its obligations, the Company may, without prejudice to his rights, cancel the Order and claim repossession of the goods and shall be entitled to retain monies paid to it by the Orderer to the extent necessary to reimburse it for all losses incurred by it arising out of such breach.
11. The Company shall have the right to cancel the contract and the purchaser shall have no claim of any nature whatsoever arising from such cancellation:
  - 11.1 should the fulfilment of the contract be delayed and/or rendered impossible through war, invasion, insurrection, riot order of any government or civil authorities, non-availability of the required import permits, breakdown accidents, labour disputes, force majeure, Acts of God or through any other cause beyond the reasonable control of the Company and/or the Company's suppliers and/or
  - 11.2. if the Orderer commits a breach of any of the terms and conditions of the contract, or is provisionally or finally sequestrated, or placed under business rescue proceedings, or in liquidation, or if any judgement is granted against the purchaser and remains unfulfilled for a period of 7 (seven) days from date thereof.
12. The liability of the Company shall be limited to rectifying any defects or effecting any replacements or repairs to the goods and purchaser shall not have any further claim of whatsoever nature for any loss or damage suffered by the purchaser whether direct or indirect consequential or otherwise arising from any cause whatsoever.
13. In the event of any dispute whatsoever arising out of this order the Company may refer the dispute to arbitration or in its discretion invoke the jurisdiction of the High Court or the Magistrate's Court, (in terms of Section 28 of the Magistrate's Act No. 32 of 1944) and in either event the Orderer's business address as shown on the order shall be the "domicilium citandi et executandi".
14. The time stated for delivery is given in all good faith and is based on information furnished by the manufacturer and/or supplier. The Orderer may not withdraw from the contract on grounds of a delay in delivery. Time is not to be regarded as the essence of the contract.
15. No relaxation or waiver of these conditions on any occasion shall be prejudicial to or binding on the Company and no variation to these conditions shall be of any force or effect unless reduced to writing and signed by the parties.
16. Goods may only be returned with the approval of the Company and transport charges to be borne by the customer.
17. All goods accepted for return will be subject to a 25% handling charge on return within 14 business days. Goods cannot be returned after 14 business days unless a material defect can be shown that the defect existed before or on date of sale