

STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL:

All tenders, quotations and orders and/or contracts resulting there from are subject to the following conditions except where otherwise agreed to in writing.

2. CONDITIONS OF SALE:

Notwithstanding any contrary conditions stipulated at any time by any client these conditions of sale shall apply to all sales of goods by the Company.

3. CLIENT TO SATISFY HIMSELF:

The client shall be deemed to have satisfied himself as to terms and conditions set out herein and by accepting the Company's tender or quotation and placing an order pursuant thereto, the client shall be deemed to have accepted all the conditions, representations, warranties and circumstances affecting each contract entered into between the Company and the client.

4. PRICES:

- a) The Company's listed prices are subject to alteration at any time without prior notice.
- b) The prices quoted in estimates, specifications, acceptance of orders or contracts are based on the quantities specified therein and the Company reserves the right to revise prices in the event of the quantities being reduced or increased.
- c) All prices quoted by the Company are subject to exchange rates, duties, surcharges, freight and transport costs, clearing agent charges ruling at the time.
- d) The Company takes great care in basing prices on the correct customs tariff. Should Customs however charge a different tariff to that used by the Company, the difference will be for the client's account.
- e) Should overseas suppliers increase their prices between date of placing the order and delivery to the client, the company shall be entitled to pass on these increases to the client.
- f) All goods offered ex stock are offered subject to them being unsold on receipt of order.

5. TERMS:

- a) In tenders and quotations all prices exclude Value Added Tax. Tenders and quotations are open for acceptance within 30 days from date given unless otherwise agreed in writing.
- b) Payment for all goods sold and delivered or services rendered is to be effected within 30 days from the date of the Company's statement. Payments from client shall, in the absence of a specific allocation to the contrary, be allocated to the older of the client's indebtedness.

6. CARRIAGE:

Unless otherwise specified prices quoted are 'f.o.r Cape Town'. All other delivery or transport costs by rail, road or air are for the client's account.

7. DELIVERY:

- a) Delivery times are estimated as accurately as possible and the Company shall endeavour to adhere to such estimated times. However, delivery times are not guaranteed unless otherwise agreed by the Company in writing. Accordingly the Company shall not be liable for any delays in circumstances where it has not expressly guaranteed a delivery time/date. Delivery times are subject to revision without notice. The period specified for delivery on the Company's quotation:
 - 1) is exclusive of any period occupied in making, altering or adapting equipment or in any experimental work connected with the same, and
 - 2) shall commence from final settlement of details and specifications (or where applicable final approval by client of sample), and not from the date of acceptance of an order, tender or contract.
- b) Goods required to be delivered by the Company shall from point of receipt be at the risk of client who shall be responsible for off loading, security and storage.

8. END USE:

It is the sole responsibility of the client to ensure the suitability of the goods for the use contemplated by the client. The Company shall in no way be responsible for the suitability of the goods sold for any particular end use.

9. VARIATION:

No variation of these conditions shall be binding on the Company unless the Company agrees to such variation in writing.

10. DAMAGE, SHORTAGE OR LOSS IN TRANSIT:

- a) The risk in respect of goods purchased passes to the client when the client directly takes delivery of such goods or when a third party accepts goods on behalf of the client.
- b) The Company shall bear no risk or liability in respect of the delivery of goods to the client where a third party delivers the goods to the client.
- c) The Company shall accept responsibility for any damages or shortages in or loss of goods in transit only where it delivers the goods and
- d) provided that the client reports such damage, shortage or loss in writing within 7 days of the delivery date.
- e) It shall be incumbent on the client to take out the appropriate insurance cover in respect of goods in transit.

11. DEFECTS:

- a) The Company will use its best endeavours to ensure that goods are supplied in working order and compliant with applicable specifications.
- b) Other than specified in clause 12(b) below the Company gives no express or implied warranties or representations in respect of defects or delays. The Company shall have no liability whatsoever in respect of any defect in the goods whether of design workmanship or material or otherwise, and in particular the Company shall not be liable for any loss or damage whether arising directly or indirectly from any defect in the goods sold nor shall the Company be liable in any way whatsoever for loss of profits and/or consequential damages.

12. RETURN OF GOODS FOR CREDIT:

- a) Goods may only be returned for credit if authorised in writing by the Company and after issuing of an authorisation number to the client.
- b) The Company will only consider accepting back goods for credit if notified by the customer in writing within 14 days after date of invoice.
- c) The company shall be entitled at its discretion to charge a 15% handling charge on goods returned for credit.
- d) All goods returned must be in its original packaging and must be fit for transport.
- e) The Company will only accept the return of chemicals as a result of an error by the Company.

13. RESPONSIBILITY:

It shall be the client's sole responsibility to make himself familiar with regulations that might concern the use of the goods ordered. The Company cannot be held responsible for any penalties or restrictions from contravention of any Government or other regulation.

14. NO CESSION OR ASSIGNMENT:

No part of any accepted tender or quotation or contract arising there from may be ceded or assigned by the client without the prior written consent of the Company.

15. TOLERANCES:

All goods will be made within manufacturing limits and tolerances, which are reasonable in the trade, but if special accuracy is required, the client must state maximum and minimum limits.

16. FORCE MAJEURE:

Delays in or failure of performance by the Company shall not constitute default herein or give rise to claims for damages if and to extent that such delay or failure is caused by force majeure, which is defined herein as occurrences beyond the reasonable, practical, economic or business control of the Company, and which, by the exercise of reasonable diligence, the Company would not normally have been able to prevent. Included therein, but not limited thereto, are decrees of government, Acts of God, strikes or other concerted act of workmen, fires, floods, explosions, riots, civil commotions, war, rebellion, sabotage, disruption of manufacture or commerce for political reasons.

17. TERMINATION:

The Company shall be entitled to cancel any order and/or contract without prejudice to its rights to claim damages for any loss or expense suffered by it, whether caused directly or indirectly, if the client, after having been given 10 days' written notice to make good any default:

- a) fails to make good the specified default; or
- b) fails to make payment on due date of any monies due by it.

18. ARBITRATION:

Should any dispute or difference arise in connection with any tender or quotation or any order or contract arising therefrom, then such dispute or difference shall be determined by arbitration and the Arbitration Act of 1965 shall apply.

19. MAGISTRATE'S COURT JURISDICTION:

The client and the Company agree, notwithstanding the provisions of clause 18 above, that the Company shall be entitled in its sole discretion to institute legal proceedings in connection with any tender, quotation or any contract arising therefrom, in the Magistrate's Court of the Republic of South Africa and the client hereby agrees and consents to such jurisdiction.

20. FINANCE CHARGES:

The client agrees to pay the Company a finance charge of 2 percent per month on all overdue accounts.

21. OWNERSHIP:

Notwithstanding delivery of goods, the ownership of the goods sold remains vested in the Company until the purchased price has been paid in full. Where identical goods not bearing serial numbers are sold under different invoices and then onsold by the client same shall be deemed to have been onsold on a 'first in - first out' basis.