

Conditions of Sale

1. The headings in this document are inserted for reference purposes only and shall not form part hereof for the purpose of interpretation.

2. Contract:

Unless otherwise specifically provided by separate written agreement duly signed by the SELLER. These conditions of sale and any special terms on the face hereof constitute the entire agreement between Buyer and Seller and all goods are sold subject to this agreement only. Any additional of different terms or conditions contained in the Buyers order or response hereto shall be deemed objected to by the Seller and of no effect. If the Buyer finds that any of these conditions unacceptable it shall notify the Seller in writing within 7 (seven) days hereof, failing which the Buyer shall be deemed to have assented hereto.

3. Prices and Payment

3.1 Unless otherwise specifically provided by separate written agreement duly signed by the Seller, all prices and any other charges for goods are payable As follows:

3.1.1 100% of the amount by the end of the month following the month in which goods were delivered (thus 30 days); without deduction, free of Bank Exchange in Southern Africa Currency at the Sellers registered office or its banking account nominated by it.

3.2 Accounts not paid on or before the due date referred to in 3.1 above will bear interest at the prime overdraft rate of the Nedbank, a division of Nedcor Bank Limited ruling from time to time and the Buyer undertakes to pay such interest charges to the Seller on demand.

3.3 If at any time any payment from the Buyer is overdue, without prejudice to any other legal remedy, the Seller, without prior notice, may then:

3.3.1 defer further deliveries until payment for such deliveries and of all arrears is made; and / or

3.3.2 cancel the remainder of the contract and recover from the Buyer all monies then due or owing by the Buyer for goods already delivered and payment of such damages as the Seller may have sustained, including the full contract price of goods completed but not delivered or collected and the full cost incurred by the Seller with regard to all goods in the course of manufacture; and / or

3.3.3 pursue all such other rights against the Buyer as are available to it at law.

4. Delivery

4.1 While the Seller will make reasonable endeavors to meet all times and dates for delivery or performance quoted by it, such times or dates are business estimates only and do not constitute contractual obligations. Accordingly, the Seller will not be liable for any loss or damage of whatsoever nature and however arising occasioned or caused by delays in deliveries or completion of orders.

4.2 Subject to clause 4.1, if no time is specified, delivery shall be made when the goods are ready and the Seller gives no undertaking as to when the goods will be ready.

4.3 The Buyer acknowledge that it is bound by all times or dates for performance of delivery hereunder, and the Buyer shall accept delivery of the goods on those dates or such dates thereafter as delivery are tendered. Should the Buyer refuse or fail for whatsoever reason to take delivery on such dates or, upon delivery being tendered. The Seller reserves the right to levy handling fee of 10% of the gross invoice value of the goods together with all costs reasonably incurred by the Seller to transport the goods from the Seller's premises to the point of delivery as stipulated by the Buyer.

4.4 Ownership shall not pass to the Buyer and shall be reserved to the Seller, even if delivery has been made and credit granted until the Seller has received full payment therefore. The risk of damage, destruction or loss of such goods shall pass to the Buyer immediately on dispatch ex Seller's factory or tender of delivery, whichever is earlier?

4.5 Vis Major, ACT OF God or causes fortuitous, which shall (without limiting the generality of the foregoing) be deemed to include strikes, differences with workmen, accidents to machinery, failure of usual sources of supply of materials, war, riot, civil commotion, civil disobedience, act of government provincial or local authority or legislation precluding the effective execution or performance of any part of this contract on the terms and conditions prescribed herein or other contingencies of whatsoever nature and however arising, beyond the reasonable control of the Seller, shall excuse a delay in or suspension of deliveries, and the Seller may within 30 (thirty) days after the occurrence of any such contingency cancel the balance of the contract, the whole or any part thereof.

4.6 The Seller will make every effort to deliver the exact quantity ordered but:

4.6.1 it shall have deemed to have fulfilled this contract by delivery of a quantity within 10% (ten percent) either way of quantity specified, and

4.6.2 the Buyer shall in all cases pay for the actual quantity delivered at the prices ruling hereunder at the time of delivery.

5. Increases in Cost

Any increases in cost to the Seller which occurs between the date hereof and the date of delivery hereunder by reason of any alteration of the cost of material, plant, machinery, water, power, war-risk, insurance, transportation or of any change of fiscal policy, foreign exchange fluctuations or any order of government or other competent authority or for the inability of the Seller to produce any materials of the appropriate economic dimensions or other contingencies beyond the Seller's reasonable control shall be taken into account by increasing the contract price in accordance with such increase fluctuations.

6. General Provisions

6.1 Waiver by the Seller of any breach hereof by the Buyer shall not prejudice the Seller in respect of any continuing or other breach. No delay or indulgence by the Seller in exercising any right and no such waiver or any modification of this contract shall be operative against the Seller unless in writing and signed by the Seller's members or duly authorized official.

6.2 In the case of orders placed in respect of products other than those reflected on the manufacturer's official price list, (i.e. where special orders are required to be prepared by the manufacturer to suit the specific requirement of the Buyer), the Buyer shall be obligated to accept and pay for any quantity tendered for delivery which is within the 10% (ten percent) either way of the quantity ordered by the Buyer. In the case of special orders, the product shall not be returnable at all.

6.3 Subject always to the other provisions hereof, the liability of the Seller hereunder, in respect of any material defect in the goods, is limited solely to the replacement of such defective goods at the Sellers cost price, provided that:

6.3.1 such goods have not left the Buyers premises and are set aside for inspection by the seller's representative and

6.3.2 notice in writing of the defect/s has been given to the Seller within thirty days of the delivery hereunder and

6.3.3 such defect/s is directly and wholly attributable to the defective workmanship by the Seller or to the use of defective material by the Seller and

6.3.4 such defective goods are returned to the Seller in the original condition as supplies to the Buyer

6.4 In no event the Seller shall be liable:

6.4.1 to indemnify the Buyer against any claim, whether based on contractual obligations or on negligence, asserted against the Buyer by any third party; or

6.4.2 for any damage whatsoever arising whether based on contractual obligations, implied warranties or on the Sellers negligence and whether direct or indirect consequential or otherwise, which the Buyer may suffer and except the exact liability of the Seller stated in clause 6.3 above which is in substitution for and excludes all other liabilities of whatsoever nature and howsoever arising.

6.4.3 for any representation or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty is produced in writing and signed by an authorized representative of the Seller.

7. Patents

The Buyer hereby indemnifies the Seller against claims, loss and or expenses incurred by or brought against the Seller in consequence of any infringement of patents, registered designs, and / or copyright as a result of the manufacturer and / or supplying the goods for or to the Buyer.

8. Applicable Law

This contract shall in all respect be construed as a South African conformity with the laws of the Republic of South Africa.

9. All sales are subject to International Treaties between South Africa and the country in which the Buyer is trading.