

## General Sales Terms

1. It is warranted that the information furnished on sales documents is true and correct in every respect.
2. Payment terms are strictly COD and full payment is due prior to stock release/ upon delivery.
3. Once funds reflect and is available in the bank account of the Supplier transaction will be considered as paid.
4. No discount may be deducted from face value of invoice. All invoices are already Nett of trade discounts where applicable. Unless agreed otherwise.
5. Interest of 2% (two) per month will be payable on late/ overdue payments.
6. The Customer must ensure that correct goods are ordered, as the Supplier will supply goods according to quotation/purchase order issued.
7. The Customer shall be responsible to ensure that payment reaches the Supplier on/before due date.
8. In the event of malpayment, any and all legal costs regarding collection or any other legal action shall be borne, by the customer.
9. Subsequent payments shall firstly be allocated towards such fees, thereafter, interest and then only to the capital amount.
10. No credit facilities will only be made available unless agreed so in writing.
11. Credit facilities (if applicable) may be revised and withdrawn without notice.
12. The Customer undertakes to notify the Supplier forthwith in writing of any change of address.
13. The purchase price for every purchase made by me/us shall be payable immediately upon receipt of invoice unless agreed otherwise, subject however to the condition that credit terms shall at all times be at the sole discretion of the Supplier and may be altered or abolished at any time without prior notice to me/us.
14. If payment of any particular purchase made is overdue, the purchase price for all purchases made from the Supplier shall immediately become due and payable despite the provisions of the preceding paragraph.
15. Should the Customer fail to object to any item appearing on the Supplier's statement of account within fourteen days of the date of dispatch of the invoice, the account shall be deemed to be on order and the Customer shall be deemed to have received delivery in good order of each item listed and appearing on such documents and statement.
16. This contract/ sale transaction shall be governed by the laws of the Republic of South Africa. All disputes, controversies or claims arising out of or in connection with or in relation to this Contract or its negotiation, performance, breach, existence or validity, whether contractual or delictual, shall be submitted to the Arbitration Foundation of Southern Africa (AFSA) for arbitration, under its rules as in force and effect on the date of this Contract. The place of the arbitration shall be Johannesburg. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties hereto.
17. A certificate issued under the hand of a member or manager of the Supplier shall be prima facie evidence of the amount due by the Customer and such certificate shall be sufficient for a purpose of summary judgement of provincial sentence.
18. In the event of it being necessary for the Supplier to instruct attorneys to recover any amounts owing by me/us to the Supplier at any time, I/we agree to pay costs on the attorney and own client scale including collection commission payable in terms of law.
19. In this agreement, unless the context otherwise requires, the words importing the singular shall include the plural and vice versa.

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**Director** Ms. CT Moloi

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**Physical Address** 40 Standard Streete, Nigel, Gauteng, 1491, South Africa  
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20. Until such time as the Customer have paid the purchase price in full in respect of any purchase of goods, ownership in and to all such goods shall remain vested in the Supplier. The Supplier shall, in its sole discretion, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue in terms of clause 4 above, in which event the Customer shall be entitled to a credit in respect of the goods so returned being the price at which the goods were sold or the value thereof as determined by a sworn evaluator of the Supplier's choice, less handling charges, at the Supplier's discretion.
21. In the event of an order being given to the Supplier on the Customer's official order form, the Customer shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised be the Customer.
22. We hereby choose domicilium citandi et executandi for all purposes hereunder at the address referred to on sales documents.
23. No VAT will be waived on any order.
24. Cash payment will incur an additional 5% (five) transaction fee on the total value thereof.
25. No returns on special made orders/ stock and any imported goods.
26. All permitted returns are subject to a fourteen-day period and will incur a 10%(ten) handling fee.
27. All items returned must be unused and in original packaging as supplied and is subject to warehouse acceptance.
28. Refunds/ Credit passed will be paid out withing five- days from date of acceptance and is subject to the clients account being in good standing.
29. Errors and Emissions are excluded on all documents issued by the Supplier.
30. The Supplier reserves the right to withdraw and cancel at their discretion with notice any quotation, sales order, or transaction of their choice. And refund any funds applicable as per this agreement.
31. Transactions where attorney trust accounts, letters of credit and or any other form of credit guarantee is used will incur a 2% (two) administration fee on the total value and is subject to approval and acceptance.
32. All letters of credit must be from a registered financial services provider and/or a registered attorney and/or a registered chartered auditing firm.
33. Letters must be made out to the Supplier for the full value of purchase.
34. Any other fees relating to letter of credits and/or trust account payments to be agreed upon in writing by both parties prior to proceeding.

#### Document Validity

1. Quotations will be valid for seven days unless indicated otherwise.
2. Sales Orders will be valid for seventy-two hours.
3. Invoices will stay valid until such time as it is credited.
4. Official Orders
5. No stock will be reserved for any Client, all stock will be issued on a first come first serve basis.
6. All orders placed must be in writing and will be confirmed in writing once payment reflects.
7. No order will be processed unless quotation and terms and conditions are signed and returned.

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### Specifications and Quantities

1. It is the Client's responsibility to ensure that items quoted/ invoiced:
2. Comply with the specifications and are correct.
3. Ensure that the quantities are correct.
4. Check pricing and calculation thereof.
5. All prices are subject to the quantities quoted and the Supplier reserves the right to amend prices and/or withdraw the full sale and/or parts thereof should quantities change as indicated in the initial sales documents.

### Lead Times

1. 1(one) to 14 (fourteen) working days and/or
2. 7 (seven) to 30 (thirty) days on imported items, unless indicated otherwise. Client to confirm with sales team.
3. Lead times are an indication and is subject to stock availability thereof.
4. The Supplier cannot be held responsible for any loss/ damage caused in what-so- ever manner due to lead times not being met.
5. The Supplier undertakes to inform the client timeously of any delays regarding order placed.
6. Payments on new orders may not be withheld in exchange for any orders that is delayed and/or pending dispatch. Each order placed will be managed separately and does not form part of any previous/pending orders.

### Imported Item(s)

1. Should it be indicated above, this transaction is subject to imported goods and/or parts thereof that is linked to the exchange rate indicated.
2. Final selling price is subject to this rate as indicated.
3. These prices will not be held as firm and is subject to change with exchange rate, currency escalation/ depreciation and vice versa.
4. The exchange rate used will be determined upon bank releasing funds to the manufacturer, thus the rate reflecting on official notice received from bank; as well as the rate used on clearing documents upon entry of destination country.
5. The Supplier reserves the right to amend any sales document(s) previously issue to align this exchange rate.
6. The Supplier reserves the right to issue an additional Invoice for balances due should the exchange rate escalate above amount already paid by the client.
7. Should the exchange rate be lower than initial exchange rate quoted or paid a credit note will be raised against the sale and refunded to the Client should his account be settled and in good standing with the Supplier.
8. The Supplier reserves the right to issue an additional invoice for duties and VAT, should any of the import commodity codes on any products change from the initial bill of lading issued by the manufacturer versus the clearing instructions and/or customs documentation received upon clearing at destination port.
9. The full value thereof will be deemed due, previous payments towards each line item will be considered and the difference will be payable by the Customer and vise- versa.
10. Orders on any imported items cannot be cancelled once in production and no refunds will be given.
11. No returns will be allowed on any imported items.

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12. The shipping terms indicated above will govern the agreement relating to transport, forwarding, insurance and clearing of said goods purchased by the Client.
13. Imported goods will be shipped directly to the warehouse of choice nominated by the Supplier and will be forwarded to the destination as indicated.
14. The Supplier does not accept any responsibility whatsoever for any delays, damages or any other loss caused in whatsoever manner with regards to shipments caused by transporting agent, carrier/forwarder and/or clearing agents.
15. Loss, stolen and/or damaged goods must be paid in full to the Supplier as per the original sales agreement in place, and a claim will be submitted to the insurer if applicable as per the INCOTERMS/ Shipping Terms indicated.
16. The insurance claim submitted is subject to the terms and conditions of the Insurer and the Supplier waives any claims made against the company for any loss, damage caused in any manner should this claim not be granted and paid out. (These terms are available on request directly from the Insurer appointed)

#### Delivery and Shipping Terms

1. All stock is Ex Warehouse- nominated by the Supplier and is to be collected by the Client unless agreed and/or indicated otherwise.
2. The Supplier reserves the right to charge delivery fees for all deliveries made that is not agreed upon and/or indicated. The fee will be in excess of 10% (ten) of the third party employed/ nominated by the Supplier at their own discretion to do so and/or ZAR5.00 per kilometer traveled by the Supplier excluding VAT. This amount due must be paid in full prior to release of stock.
3. Any stock ordered/delivered by the Supplier and/or any third party will not be insured, insurance can be arranged at Client's request and the full amount due will be billed to the Client and is subject to a 5% (five) administration fee.
4. The full insurance premium amount as indicated will remain due in full regardless of claims raised or not. This amount is payable in full prior to dispatch of goods.

#### Guarantees and Warranties

1. Guarantees and Warranties will be governed as per the terms and conditions as set out by the manufacturer.
2. The Supplier cannot be held liable for any damage, loss, injury caused in whatsoever manner. All claims due and payable will be issued to the manufacturer and will be held liable.
3. The Supplier is to assist the Customer to submit such claims and any fees payable as per the manufacturer terms will be billed back to the Customer and is payable by the Customer.
4. All insurance claims raised is subject to acceptance and approval by the manufacturer and any repairs done not covered by the guarantee and/or warranty will be payable in full by the Client.
5. Transporting of goods/items in order to submit a claim to and/from the Client will be at client's own cost.
6. The Supplier reserves the right to invoice any additional transport cost incurred during this process to the Client and is payable in full prior to goods being moved. These costs will be communicated to the Client and subject to Client's approval.

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The Client agrees and accepts that he was made aware of these Terms and Conditions prior to the transaction taking place.

These terms will be binding throughout the transaction period and stay valid until the goods are delivered and/or the warranty period expires, whichever comes first.

Should the Client engage and continue with any transaction/ purchase linked to these Terms and Conditions, the Terms and Conditions will stand binding as is regardless of acceptance, approval, receipt thereof, signed and/or understood by the Client.

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