

## STANDARD CONDITIONS OF SALE

1. All goods are sold by us in accordance with the standard specifications applicable to such goods and subject to these Conditions of Sale. No variations from these Conditions of Sale and no contrary stipulations by the Buyer shall be valid unless specifically accepted by us in writing.  
Any advice or assistance given, whether concerning processing or application possibilities relating to our products, technical recommendations or similar indications, machinery or otherwise, is given in good faith but without obligation and subject specifically to the exclusion of any liability whatever on our part, or on the part of our staff for damages whether direct, consequential or otherwise howsoever.
2. Orders shall only be binding on us if made in writing and insofar as they are accepted by us in writing or by delivery of any goods so ordered or by submission of invoice.
3. Unless Buyer's order specifically states a date on or before which delivery is required and such date or any delivery date is accepted by us, orders will be accepted for delivery as and when goods can be made available by us, and we are entitled to executed orders by installments.
4. Unless otherwise agreed by us beforehand in writing :
  - 4.1 payment for goods ordered shall become due and payable net and without deductions within 30 (thirty) days of the date of the statement on which the purchase first appears. Interest at the rate of 2% (two percent) per annum above the prime overdraft rate ruling at the time as quoted by Nedcor Bank Limited shall be charged on all overdue amounts.
  - 4.2 where orders are executed by installments, payments for each part executed shall be due in terms of this Condition from date of statement referring to said part order.
  - 4.3 if we have not expressly confirmed a definite price in writing for the execution of any order, our list price ruling at the date of delivery shall apply. Where delivery of an order is made in parts, the list price ruling at the date of each part delivery shall apply to each such part delivery.
  - 4.4 where a definite price has been expressly confirmed by us for execution of an order or a contract, such price shall nevertheless at all times be subject to increase in the event of any increase in our list price ruling at the immediate time of delivery or part delivery of the order or during the contract, but any such increase in price shall be notified to the Buyer and shall entitle the Buyer to terminate the order or contract on 14 (fourteen) days notice in writing to us without either party having any claim whatsoever against the other arising from the price increase or in consequence of such determination.
  - 4.5 incidental expenses, including where applicable but not limited to, bank charges, expenses incurred in releasing shipping documents and insurance shall be for the Buyer's account.
5. We shall have no liability whatsoever for late delivery or non-delivery of any goods due to force majeure or any other circumstances whatsoever beyond our control, and except where the Buyer has specifically stated a date in its order before which delivery is required, which order has been specifically accepted by us subject to timely delivery, we accept no responsibility whatever for loss or damage caused by late delivery or non-delivery, howsoever caused or arising. Any liability established shall be limited to the Buyer's direct loss and in an amount equivalent to the invoice value of the order to which the loss relates.
6. We shall have no obligation to supply for as long as the Buyer is in arrear in any payments owing from whatever cause. If the Buyer should commit any act of insolvency or if a provisional or final judicial management or liquidation order is granted against the Buyer, we reserve the right to cancel any sale or order, or stop any further deliveries unless satisfactory security is provided or advance payments are made.
7. The risk in the goods shall pass to the Buyer upon delivery, unless specifically agreed otherwise. Routes and modes of transportation shall be chosen by us, though the Buyer's wishes will be taken into account as far as possible. Any additional costs caused thereby shall be for the account of the Buyer.
8. The Buyer is expected to inspect and check goods on delivery to verify specifications and quantity. Goods may not be returned and delivery may not be refused except by arrangement with us. If any goods sold do not accord with specification, the Buyer shall notify us in writing immediately the defect comes to his notice and provided the buyer does so within 28 (twenty-eight) days from the date of delivery of the defective goods to the buyer, we shall accept liability to replace any goods which were sold by us direct to the Buyer and which goods are not in accordance with our specification or alternatively (provided that the goods have not been damaged in any way whatsoever) at our option we shall be entitled to take the goods back, refunding the Buyer with the purchase price paid. If any goods sold do not accord to the quantity ordered the Buyers shall notify us immediately (and in any event within 7 (seven) days of delivery) and provided the Buyer is able to demonstrate to our satisfaction that we have failed to deliver the quantity ordered we shall make good any shortfall in delivery.  
We accept no responsibility for damages or any other loss whether direct or consequential that may be suffered by the Buyer or any person claiming through the Buyer in connection with the goods, whether arising from the Buyer's order or our fulfilment thereof or otherwise howsoever, save in terms of Condition 5 (five) hereof.
9. The goods shall become the property of the Buyer only after he has paid us in full and performed all other obligations in terms of these Conditions. If third parties try to assert or substantiate rights, the Buyer shall be obliged to inform us of any such action immediately, and we shall be entitled to take whatever action we may see fit to protect our rights, including cancellation of the sale and repossession of the goods. In the event of any such cancellation of the sale the Buyer undertakes to look after and keep the goods safe until repossessed by us, and upon request from us the Buyer undertakes to hand over and return the goods to us.
10. Where any goods are used by the Buyer for any further processing, the use of any of our trademarks in connection therewith shall be subject to our express written agreement. This shall apply to all processing stages. Any consent given by us shall require compliance with trademark laws and the processing of the goods in the manner approved by us.
11. The Buyer shall bear all exchange/valuation risks where applicable and consequent price increases from the time the order is placed until we have received payment thereof from the Buyer, whether revaluation may occur before or after delivery to the Buyer.
12. Notwithstanding any waiver, indulgence or relaxation, express or implied, granted by us to the Buyer, all these Conditions shall remain in force unless and until abrogated by us in writing and any obligation of the buyer thereunder shall in any case remain in full force and effect.