

## Terms and Conditions of Sale

### 1. Definitions

The following terms shall have the following meanings unless otherwise determined by the context. Clause headings appearing in these terms and conditions shall not affect interpretation.

- 1.1 'Company' means the seller of the Products reflected on the invoice;
- 1.2 'CPA' means the Consumer Protection Act 68 of 2008;
- 1.3 'Customer' is the person, natural or otherwise, identified on the front of this invoice;
- 1.4 'NCA' means the National Credit Act 34 of 2005;
- 1.5 'Products' means any product sold by the Company and shall, where applicable, include fitment of such product and any ancillary services.

### 2. Price

- 2.1 The purchase price for the Products shall be the price as reflected on the invoice.

### 3. Payment

- 3.1 Payment will be made in South African Rand and without any set-off or deductions unless otherwise specified by statute;
- 3.2 Payment terms for Products sold on credit will be strictly 30 (thirty) days;
- 3.3 Subject to the NCA, all overdue accounts shall accrue interest at the rate of 2% (two per centum) per month, reckoned from the due date for payment to the date of final payment;
- 3.4 Company shall have the right to suspend any deliveries or to refuse further sales to the Customer in the event of any non-payment or any breach;
- 3.5 Company may appropriate all payments made by the Customer to such accounts as it will in its sole discretion decide;
- 3.6 In the event that any amount remains outstanding and Company instructs attorneys to recover such unpaid costs, the Customer shall be liable for all legal costs incurred by Company.

### 4. Ownership and Risk

- 4.1 Ownership in the Product shall not pass to the Customer until all outstanding amounts relating to the purchase of the Product are settled;
- 4.2 Irrespective of the above, the risk in the Products shall pass to the Customer on delivery to the Customer, its agent or any authorised recipient.

### 5. Delivery and Fitment

- 5.1 Delivery shall be deemed to have taken place when the Customer or any authorised person or employee signs this invoice or when the Product leaves the Company's premises, whichever is earlier;
- 5.2 The transportation costs and cost of any insurance on the Product shall be borne by the Customer;
- 5.3 The Customer acknowledges that any signature by the Customer, an agent for the Customer, any employee or another authorised person on this invoice or on any delivery notice will constitute proof of proper delivery of the Products;
- 5.4 The Company hereby disclaims any risk or liability in the delivery of Products to the maximum extent allowable by statute.

### 6. Warranty

- 6.1 Subject to the CPA, no warranty or guarantee is extended from the Company to the Customer other than that provided by the manufacturer for the specific Products.

### 7. Indemnity

- 7.1 Subject to the CPA, the Customer hereby limits the liability of the Company to the price of the Products purchased;
- 7.2 The Products are sold subject to the manufacturer's specifications and recommendations. Failure to adhere to these may result in damage, injury or harm.

### 8. Credit

- 8.1 Any credit facility extended by the Company to the Customer will at all times be at the sole discretion of the Company;
- 8.2 Company has the right to, at any time, immediately withdraw any credit facilities on notice to the Customer, particularly if there is any risk whatsoever of non-payment.

### 9. Applicable Law and Jurisdiction

- 9.1 These terms and conditions shall be governed by the laws of South Africa. The Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over his person notwithstanding that the amount in dispute may exceed the jurisdiction of the Magistrate's Court. The Company may at any time in its own discretion institute action in any Court of competent jurisdiction.

### 10. General

- 10.1 No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under these terms and conditions shall constitute a waiver of the provisions of these terms and conditions;
- 10.2 These terms and conditions constitute the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of these terms and conditions;
- 10.3 All the provisions of these terms and conditions shall be severable and no provision shall be affected by the invalidity of any other provision of these terms and conditions. If any part or portion of these terms and conditions has been deemed to have been struck out and/or be declared a prohibited practice in terms of the NCA, the Competition Act, the CPA or equivalent legislation the Company undertakes to amend these terms and conditions in an effort to comply with statute, failing which the offending clause will be struck out without affecting the remainder of the terms and conditions;
- 10.4 A certificate signed by a director or manager of the Company, whose authority need not be proved, as to the existence and the amount of the Customer's indebtedness to it, as to the fact that such amount is due and payable and the amount of interest accrued thereon, shall constitute prima facie proof of the contents and correctness thereof.
- 10.5 These terms and conditions will be subject to the provisions of the CPA and the NCA.