STANDARD TERMS AND CONDITIONS OF SALE

The sale of goods by ("the Seller") to its customers (hereinafter referred to as "the Purchaser") is subject to the following terms and conditions, and no other terms and conditions at variance with those contained herein shall be applicable or binding on the Seller unless agreed to in writing by the Seller.

1. THE ORDER

1.1 No order addressed by the Purchaser to the Seller shall result in a contract between the Seller and the Purchaser until accepted by the Seller subject to the terms and conditions contained herein. Acceptance by the Purchaser of goods supplied by the Seller shall constitute acceptance of these standard terms and conditions of sale to the exclusion of all others.

1.2 Once accepted by the Seller, the Purchaser shall not be entitled for any reason whatsoever to cancel or vary any order without the Seller's prior written consent.

1.3 The terms and conditions herein contained shall bind the Seller and the Purchaser in all future contracts, agreements, tenders and quotations unless varied by both parties in writing.

2. DELIVERY

2.1 Every endeavor will be made to effect delivery with due promptitude or within the period indicated by the Seller but the Seller does not accept any responsibility whatsoever for delays in delivery which are due to strikes, labour disputes, accidents, weather, breakdown of machinery or any other causes of whatsoever nature. Any delay in delivery shall not entitle the Purchaser to cancel any order or to refuse acceptance of delivery at any time without the Seller's prior written consent.

2.2 Where the Seller undertakes to deliver goods to the Purchasers premises or nominated address, delivery and passing of risk shall be deemed to have taken place upon unloading of the goods at the destination thereof and the Purchaser is responsible for taking delivery and unloading.

2.3 A signed delivery note shall be prima facie proof that the goods have been delivered and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent, a representative or nominated transporter of the Purchaser.

2.4 All loading racks, pallets or other materials used or supplied by the Seller for the purpose of transportation of any goods shall remain the property of the Seller and the Seller reserves the right at any time to require the Purchaser to return such racks, pallets or other materials to the Seller or any third party nominated by the Seller. If such racks, pallets or other materials are not returned by the Purchaser, the Purchaser will be liable for the replacement costs thereof.

2.5 The Purchaser shall not return goods for any reason without securing prior agreement in writing.

2.6 Should the Seller agree to accept the return of any goods for credit, the Purchaser shall be liable to pay the Seller a handling charge of 10% on the invoiced price of the goods so returned.

2.7 No claim in respect of short deliveries will be entertained by the Seller unless the Seller is notified in writing of such short delivery on the document (Proof of Delivery) presented to the Purchaser with the goods for signature and return of the Seller.

3. PAYMENT

3.1 Unless otherwise agreed, payment in full without deduction or set-off in respect of goods sold shall be due and payable within 30 (thirty) days of the date of statement.

3.2 The Seller shall charge the Purchaser interest at the rate of 2% (two per centum), per month subject to the maximum legal lending rate on all accounts outstanding in excess of 60 (sixty) days from due date, provided however, that nothing herein contained shall be interpreted as obliging the Seller to afford the Purchaser any such indulgence to effect payment after due date.

3.3 The Seller reserves the right at any time to refuse delivery should the Seller not be able to obtain satisfactory guarantees for the due and prompt payment to it of all monies which may become due.

3.4 Upon failure to comply with the conditions of payment, the Seller reserves the rights to suspend further deliveries or to require cash payment prior to delivery or to cancel the sale.

3.5 A certificate under the hand of any manager of the Seller as to the existence and the amount of the debtor's indebtedness to the Seller at any time as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the debtor's indebtedness to the Seller, shall be prima facie evidence of the contents and correctness thereof and of the amount of the Purchaser's indebtedness for the purpose of provincial sentence or summary judgment or any other proceedings against the Purchaser in any competent court, and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the Purchaser and shall be deemed to be sufficient particularly for the purpose of any action or other proceeding instituted by the Seller against the Purchaser.

3.6 No relaxation or indulgence granted to the Purchaser by the Seller at any time shall be deemed to be a waiver of any of the Seller's rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the Seller.

3.7 In the event of the Seller instructing attorneys in regard to any breach by the Purchaser of these conditions of sale or to collect from the Purchaser any amount owing to the Seller, the Purchaser agrees to pay all costs on the scale as between attorney and own client, including collection commission.

4. OWNERSHIP

4.1 Risk in the goods shall pass on delivery but ownership of all goods sold remains vested in the Seller until all monies owing to it shall have been paid in full. All such goods whether affixed to immovable property or to other goods shall be deemed to remain moveable property and severable without injury to such immovable property or other goods. The Seller reserves the right to inform the end user or the owner of the premises in which any goods are installed of its claim to ownership.

5. THE PURCHASER

5.1 Agrees and acknowledge that in the event of-
5.1.1 the Purchaser breaching any condition contained in these conditions;
5.1.2 the Purchaser failing to pay any amount due and payable on due date;
5.1.3 the Purchaser suffering any civil judgment to be taken or entered against it;
5.1.4 the Purchaser causing a notice of surrender of its estate to be published in terms of the Insolvency Act 24 of 1936 as amended;
5.1.5 the Purchaser dying;
5.1.6 the Purchaser being placed under an order of provisional or final winding up, or provisional or final judicial management, as the case may be; then and in that event the Seller shall without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the Purchaser without notice to the Purchaser and to rely on the provisions of clause 4, hereof and to repossess those goods sold and delivered by the Seller to the Purchaser, or to claim specific performance of all of the Purchaser's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the Seller's right to claim damages.

5.2 The Purchaser hereby expressly waives all right to claim prescription under the relevant provisions of the prescription Act 58, 1969 as amended from time to time.

6. SELLER'S LIABILITY

6.1 The Seller undertakes that goods supplied will conform to specifications and/or requirements specifically agreed to by it in writing.
6.2 In the event of the goods not being in accordance with specifications the Seller's liability shall be limited to the replacement of such goods only. The Seller will not be liable for any consequential loss whatsoever.
6.3 Should any cause whatsoever beyond the control of the Seller prevent the performance of any of its obligations the Seller at its option shall be entitled to cancel or suspend performance of its obligations hereunder without being liable for any loss or damage, consequential or otherwise, resulting from such cancellation or suspension.
6.4 Should any goods be returned, it must be returned in its original and saleable condition.

7. JURISDICTION

The Purchaser consents to the jurisdiction of the Magistrate's Court Act No. 32 of 1944 (as amended) having jurisdiction under section 28 of the said act, notwithstanding that the claim by the Seller exceeds the normal jurisdiction of the Magistrate's Court as to amount. The Seller shall in its discretion be entitled to proceed against the Purchaser in any other court of competent jurisdiction, notwithstanding the foregoing.

7.1 The Purchaser agrees that in the event of any dispute arising between the parties the Seller shall have the right to refer such dispute to a mediator for immediate resolution of such dispute. The mediator shall have the widest possible powers to mediate between the parties, to dispense with any or all rules of Court for the purpose of such proceedings and to make such award against any or both parties as he in his sole discretion may deem fit and the mediator's award shall be final and binding on the parties and not be subject to repeal or review save in the event of dishonesty or gross negligence on the part of the mediator. Such mediator procedure shall immediately suspend and replace any proceedings in Court arising from essentially the same cause of action. The mediator shall be appointed by the Chairman or President as appointed from time to time of ADRASA or it successors in title.

8. DOMICILIUM

The Purchaser hereby chooses as its domicilium citandi et executandi for all purposes in connection with or arising out of its contract with the Seller, at the address as stated on the attached from marked "Application for credit facilities".

9. GENERAL

9.1 The conditions of sale and any contract arising out of it is governed by the laws of the Republic of South Africa.
9.2 The Seller cannot be held responsible for goods ordered telephonically otherwise and not confirmed by an official order.
9.3 The Purchaser understands that credit facilities may be revised or withdrawn by the Seller without notice and in the Seller's absolute discretion. All illustrations, descriptive matter, drawings, catalogues, advertisements, pamphlets and the like accompanying any quotations or in the Purchaser's hands before or after the Purchaser places an order, are supplied in good faith for general information only and do not form part of the contract.
9.4 The sale of any material is subject to the availability thereof at the time of receiving the order and/or concluding the sale.
9.5 All quotations for imported goods are subject to exchange rate fluctuations which may occur from time to time.
9.6 The seller will not accept any goods back that have been specially fabricated or sourced for a customer if such goods conform to specifications contained in 6.1 and 6.2.
9.7 The seller has the right to inform any customer of a price increase by forwarding such notice to the address supplied by the customer from time to time. It is the duty of the customer to notify the seller of any address changes.

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