

## CONDITIONS OF SALE

1. Ownership of goods delivered will only pass on to the customer upon payment being in full, and if any accounts are not paid on due date, CREDITOR shall be entitled to proceed immediately to reclaim possession of such goods delivered by CREDITOR to the APPLICANT.
2. Risk in and to the goods shall pass to the APPLICANT on the conclusion of this sale or if the articles are to be manufactured on completion of manufacture.
3. (a) The APPLICANT shall make payment for all goods purchased by it from the CREDITOR within 30 days from the date of relevant statement of account.  
(b) In the event of the customer failing to make payment on the due date, The APPLICANT shall be liable to CREDITOR for interest at the maximum rate permissible in law on overdue amounts from to date of payment.  
(c) All payments due by the APPLICANT shall be paid without demand or deduction for any reason whatsoever.  
(d) Notwithstanding the previous of clause (a) hereof, should any account be due and payable at the time when the customer places further orders for purchase payment thereof will become immediately due and payable on delivery and not 30 days from due date of statement.
4. The certificate of any authorised signatory of CREDITOR reflecting the amount due and owing by the customer to CREDITOR in respect to capital interest shall be sufficient and satisfactory *prima facie* proof of the facts therein stated, for the purpose of all legal proceedings against the customer for the recovery of the said amount.
5. All articles are sold to the customer *voestoets*. CREDITOR shall not be liable for any loss or damage arising out of any defect of any description in such articles whether such damages are director consequential.
6. In the event of the CREDITOR engaging the services of the attorney to collect any amount from the APPLICANT or sureties which has fallen due for payment to the CREDITOR then the APPLICANT shall be liable for the payment of such attorney charges on an attorney and own client basis and shall be further liable for all collections charges which may lawfully by the CREDITORS attorney.
7. In the event of the CREDITOR concluding any arrangement with the customer for the payment of any monies owing by the APPLICANT to CREDITOR such payment arrangements shall not constitute a novation and shall not prevent CREDITOR from instituting legal proceedings to recover any monies owing by the APPLICANT. Any such payment arrangement shall be entirely without prejudice to CREDITOR'S rights to institute legal proceedings against the applicant for the recovery of all monies owing by the APPLICANT to the CREDITOR.
8. Credit facilities may be withdrawn by CREDITOR at any time without prior notice and the CREDITOR reserves the right to review the extent, nature and duration of such facilities at all times.
9. The terms and conditions contained in this agreement between CREDITOR and the APPLICANT are the only term and conditions and no variations shall be valid and enforceable unless reduced to writing and signed by both CREDITOR and the APPLICANT.
10. The customer hereby consents in terms of Section 45 of act 32 of 1994, or any amendment thereof, to the jurisdiction of the Magistrate's Court in any district having jurisdiction over CREDITOR in terms of Section 28 of the aforesaid Act in respect of any claim arising between CREDITOR and the APPLICANT notwithstanding the amount thereof, CREDITOR shall, however, have the right notwithstanding the a foregoing consent, to institute proceedings, at its discretion, against the APPLICANT in any other of competent jurisdiction.
11. In the event of the APPLICANT being a partnership, a closed corporation or a limited liability company, the signatory on behalf of the partnership, close corporation or limited liability company hereby warrants that he is duly authorised to conclude the contract with the CREDITOR and further warrants that he is duly authorised to accept these terms and conditions.
12. All orders whether oral or in writing with CREDITOR will be regarded as firm and irrevocable and may not be cancelled without the prior written consent of CREDITOR.

13. (a) Where the CREDITOR supplies goods to the specifications furnished by the APPLICANT no liability whatsoever shall attach to CREDITOR in the event of the goods failing to perform the services or function for which they were acquired to the satisfaction of the APPLICANT, or at all.
  - (b) CREDITOR gives no Guarantees or warranties, expressed or implied, or make any representation of any goods supplied by it, nor as to the fitness of such goods for any purpose for which they are required, whether such purpose be communicated to CREDITOR or not.
  - (c) APPLICANT will be liable for these goods, and no credit will be given unless agreed in writing by our authorised credit manager or director.
14. CREDITOR is not responsible for any loss or damage to goods in transit to APPLICANT or for any storage or demurrage fees
15. Under No circumstances will CREDITOR be liable for any loss of Profits or for any damages, direct or indirect , consequential or otherwise sustained by APPLICANT or any third party by reason of the goods or any defects in them or any advice given or services rendered by the CREDITOR in respect of the goods. The APPLICANT indemnifies the CREDITOR against any claim or any loss of profit or for the damages direct or indirect consequential or otherwise claimed or sustained by any third party in respect of the goods or any such advice or service even though such losses or damage due to negligence of the CREDITOR it's employees or agents.
16. No verbal price estimate will be binding. If CREDITOR should agree to accept terms against this document, a 10% handling charge will be made. Goods returned for credit may only be returned against an official "Return for Credit" receipt. Complaints and objections concerning goods and/or service will only be considered if made in writing within 10 days hereof. No Goods, however, shall be accepted for consideration for credit unless these goods are returned within 48 hours of receipt.