



## GENERAL CONDITIONS OF PURCHASE

1. No payment shall be due prior to the date stipulated by us for the delivery of the goods or the carrying out of the work; we reserve the right to store, reject or return to you any goods delivered prior to the said date stipulated by us for delivery and to deduct from the price thereafter (or to charge to you) the cost of such storage or the cost of the return of the goods to you whichever the case maybe. Time for delivery shall be of the essence. The goods must be delivered in the quantities and at the time(s) stated in the order, though we reserve the right to adjust our specified rate at any time.
2. Subject to condition 1 above and unless otherwise agreed in writing payment will be made 60 days from date of invoice, completion of work and/or delivery of goods (whichever is the later).
3. This order or any part thereof must not be sub-contracted or assigned by you without our written consent, nor shall you assign any rights or claims you may have under this order without such consent. Where consent to sub-contract is given, you shall be responsible for any acts and omissions of your sub-contractors in all respects.
4. All goods supplied or work carried out must conform to the specification or specifications mentioned on our order or sample furnished to us and in any event be of satisfactory quality and free from defect in material and workmanship.
5. You warrant that all goods supplied or work carried out in pursuance of this order will be fit and suitable for the purpose for which they were designed and/or required. It is understood that we are relying on your skill and judgement to select and/or furnish suitable goods and/or carry out suitable works.
6. Should any defects occur in the goods supplied or works carried out within a year of delivery or completion of the work or within such a period of time as may be stated on our order, you are if so requested to make good forthwith on being given notice that defects have been discovered, by replacement or repair (at our option) free of charge. We shall however have the right to remedy the defects ourselves or to have them remedied by some other party but you shall, in the event, reimburse us the cost of the work. This condition is without prejudice to other legal remedies including the right to recover damages for consequential loss.
7. Without prejudice to Condition 6 we shall be entitled to inspect the goods the subject of this order during manufacture and upon delivery. The goods shall not be deemed to be accepted until twenty-eight (28) days after delivery, during which period we shall have the right to reject the goods if they are in breach of these conditions or defective. Where goods are rejected they will be removed by you forthwith at your own expense. The risk in rejected goods shall pass to you immediately you are notified of such rejection.
8. Unless otherwise agreed no charge is to be made for shipping transport or delivery. Cases pallets and packing materials are to be supplied free of charge. Where requested in writing such items will be returned at your expense but no liability whatsoever will be accepted by us in respect of them.
9. All tools patterns materials drawings specifications samples and other data provided by us or made at our expense in connection with this order will remain at all times our property and are to be surrendered to us on completion of the order and are to be used by you solely for the purpose of completing same. All such tools patterns materials drawings specifications samples and other data shall be kept separate from those belonging to you.
10. No variation or amendment of this order shall be binding upon us unless issued or confirmed on our official printed order or agreed to in writing signed by our duly authorised representative.
11. This order and the subject matter thereof together with all information or samples which you, your employees, officers or representatives may obtain or be given by virtue of this order or the carrying out of this order and relating in any way to our business processes research or property shall be treated as confidential between yourselves and us and shall not be disclosed by you, your employees officers or representatives or any sub-contractors of yours to any third party or (except where necessary for the purpose of this order) used by you or any such sub-contractor for any purpose whatsoever (including without limitation advertisement display or publication) without our prior consent in writing. It is up to you to ensure that the provisions of this condition are complied by you, your employees, officers, representatives and sub-contractors.
12. If the use or disposition of the goods the subject of this order shall constitute a violation of the intellectual property rights of any third party and we or any person claiming title from us shall sustain any loss or damage whether costs charges expenses or damages in connection with such claim you shall indemnify us or such person against the amount of the loss or damage. You shall not be liable under this Clause if any such infringement is due solely to your manufacture of goods strictly in accordance with any designs, plans or specifications supplied by us.
13. You shall indemnify us against any loss or damage to our property and against any claims in respect of loss damage or injury (including death) made against us by third parties and any costs and expenses arising in connection therewith resulting from your failure to comply with these conditions or your execution of this order (whether negligent or otherwise) and in particular but without prejudice to the generality of the foregoing are in consequence of a defect in the goods, their material construction workmanship or design or any work carried out by you. You shall insure any material or property that we may supply to you in connection with our order against any loss or damage which may occur to the same through fire or any other cause whilst in your custody or control.
14. Neither the inspection nor acceptance of the subject matter of this order (nor the payment thereof) nor any failure on our part to insist upon the strict performance of any term(s) and/or condition(s) of this order shall be deemed to be a waiver either of any rights and/or remedies we may have by virtue of the terms and conditions of this order or of any subsequent default on your part.
15. If you fail to proceed with the performance of this order or fail to make delivery or fail to complete the work within the time specified or where no time is specified, within a reasonable time or if we shall have a reasonable doubt as to your ability to complete this order we may terminate this order or any part or parts of it as to which there has been delay or any such doubt. If any goods delivered or work carried out in pursuance of this order fail to comply with any of these conditions we may cancel this order as to all goods undelivered or work not completed. These rights shall be in addition to and without prejudice to any other rights or remedies we may have under these conditions or for breach of contract.
16. We reserve the right at any time upon fourteen (14) days notice in writing to vary this order. If such variation involves an increase or decrease in the amount of goods or work specified in the original order or in the cost or time for delivery or performance a fair and reasonable adjustment shall be made in the contract price and/or the delivery schedule and you shall give us all necessary facilities and information to assist us in agreeing such adjustment(s). Any claim for adjustment under this condition must be received by us within thirty (30) days of the date the change is ordered.
17. Our order may be terminated at any time by our giving you fourteen (14) days prior notice in writing whereupon production on such order shall be stopped A fair and reasonable price shall be paid for all work in progress at the time of such termination and for goods subsequently received by us and you shall afford us all necessary facilities for ascertaining the extent of such work in progress. Save as aforesaid we shall not be liable for any other loss including without limitation loss of contract, the loss of anticipated profits or for any consequential loss whatsoever. In the event of such termination all claims should be rendered within two (2) months of the written notification after which claims will only be met in exceptional circumstances.

18. All terms of the contract resulting from your acceptance of this order are set out herein. Unless any terms discussed or arising from the previous course of business between us are specifically incorporated into the order in writing they shall not form part of the contract. Any written acceptance of the order (unless clearly stated on its face to be a counter offer) or delivery of the goods shall be an unconditional acceptance of the order, and no printed condition appearing on any acceptance form (other than our acknowledgement) delivery form, invoice or other documents emanating from you shall have any effect whatever except insofar as they confirm the terms of this order and the conditions set forth herein.
19. All and any warranties contained in these conditions shall survive termination of the order and shall not be affected by inspection, delivery, acceptance or payment and shall ensure for the benefit of us, our successor and assignees and any end user or recipient thereof.
20. We shall not be liable for any representation made or purported to be made by us or on our behalf prior to this order or your acceptance thereof and you acknowledge that your acceptance of this order has not been induced by any such representation.
21. All orders and any contract arising therefrom which are placed in the Republic of South Africa shall be governed and construed in accordance with the Laws of the Republic of South Africa, and you agree to submit to the jurisdiction of the South African Courts in respect thereof and nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right to remedy to which we are entitled in relation to the material goods or work ordered by virtue of statute and/or common law under the laws of South Africa and nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right to remedy to which we are entitled in relation to the material goods or work ordered by virtue of statute and/or common law.
22. The Parties acknowledge that in terms of section 61 of the Consumer Protection Act (the 'Act'), the producer, importer, distributor, retailer, and/or Supplier, may be jointly and severally liable for any Harm (as defined in the Act) caused wholly or partly as a consequence of:
  - (i) supplying any unsafe goods; or
  - (ii) a product failure, defect or hazard in any goods, or
  - (iii) inadequate instructions or warning provided to the consumer pertaining to any hazard arising from or associated with the use of any goods;
  - (iv) irrespective of whether the Harm resulted from any negligence on the part of the producers, importer, distributor, retailer or Supplier/producers/ distributor, as the case may be.
23. Each Party ("Indemnifying Party") hereby indemnifies and holds harmless the other Party from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by such other Party as a result of or arising out of any Harm alleged or proven by a consumer himself or herself, or other person contemplated in section 4(1) of the Consumer Protection Act, to the extent such Harm is attributable to the negligent or intentional conduct or intentional conduct of the Indemnifying Party or any contravention by the Indemnifying Party of any applicable law.