

TERMS & CONDITIONS OF SALE AND DELIVERY

- 1. VALIDITY**
 - 1.1. The following conditions of sale and delivery apply for all quotations, deliveries and obligations to the purchaser and will also apply to all further business transactions between the Company and the customer. No other conditions of sale and delivery or conditions of purchase will be valid enforceable of whatsoever nature except those referred to in this agreement. It is the purchaser's duty to inspect these Terms and Conditions regularly.
- 2. QUOTATIONS AND PRICES**
 - 2.1. Quotations are given without obligation. Prices quoted in any quotation are subject to goods being sold ex works/store excluding packing and Value Added Tax and the prices are binding for the duration of the order. We reserve the right to amend and alter our final pricing and invoicing in the event that: taxes; raw material prices; freight charges; or any similar externally controlled charge alters or influences the price of delivery.
 - 2.2. Orders supplied without prices being stated and agreed upon will be invoiced according to prices valid at date of delivery.
- 3. ACCEPTANCE OF ORDERS**
 - 3.1. We only consider orders and obligations binding upon us if they are confirmed in writing by the purchaser within 7 (SEVEN) days from the date of the purchaser placing the order. Should no written confirmation be received, the order will not be processed, and all of our rights remain wholly reserved.
 - 3.2. Cancellations of orders are only permitted with our written consent. We reserve our right to claim compensation from the purchaser should we suffer damages as a result of the purchaser's cancellation for any reason whatsoever.
 - 3.3. All correspondence between the parties must contain the order number, to ensure prompt attendance thereto by us.
- 4. COMPLETION OF ORDERS**
 - 4.1. Any uncertainty regarding technical specifications or quality regulations will be referred to the purchaser for clarification. We reserve the right, in our sole discretion to apply industry standard specifications where the purchaser fails to timeously provide clarity. Any clarification by the purchaser must be provided in writing.
 - 4.2. Notwithstanding the above, the industry acceptable differences in measurements and weights are permitted and the purchaser may not claim against us as a result of such differences. It is acknowledged that we may over- or under- deliver in respect of each order which variation to the delivery shall not extend beyond a 10% variation in relation to the original order. Any such over- or under- delivery will be regarded as compliance with the terms of the original order.
 - 4.3. Collection of goods will only be permitted if a written authorization has been given by the purchaser in respect of the collector of the goods.
- 5. TIME OF DELIVERY**
 - 5.1. Times of delivery cannot be quoted precisely although we shall at all times endeavor to deliver on the due date.
 - 5.2. We are unable to ensure the consignment reaching the purchaser at the time agreed upon in cases of: vis major; disruption of traffic; goods delays; transport delays; raw material delays; strikes lock-outs; a delay of energy supply; and/or any other stoppages / hindrances which prevent a timeous delivery of goods to the purchaser. In such circumstances we are permitted to defer the delivery date and time for the duration of these disturbances and will deliver upon the cessation of the aforementioned delay-causing events.
 - 5.3. In circumstances where the purchaser has informed us timeously that delivery cannot be made to them due to the above reasons, the purchaser will not have the right to cancel the order and claim compensation.
 - 5.4. In the case of a delay by the purchaser, as set out in paragraph 5.3, the purchaser confirms that it will pay storage costs equal to 1% of the value of the goods for every 7 calendar days stored by us. We shall, in these circumstances, until such time as the purchaser can take delivery, provide a reasonable businessman's duty of care in respect of the goods stored at our premises.
- 6. PAYMENT**
 - 6.1. Payment of all invoices and sum due, must be made 30 (THIRTY) days from the date of delivery of the goods.
 - 6.2. An original tax invoice will be submitted to the purchaser as soon as possible containing inter alia the order number and date, delivery note number and date, and our sole discretion a description of the goods.
 - 6.3. Despite clause 6.1 above, should the purchaser be in arrears in respect of any outstanding invoice, payment of the full purchase price become immediately due and payable, in addition to the full balance of any outstanding account.
 - 6.4. Should the purchaser become insolvent, be deemed insolvent, undertake any debt-review or similar administration procedure wherein the purchaser's affairs are managed by another individual, or should any director / member or manager of the purchaser be liable of similar conduct, then all amounts owing to us will become due and payable immediately, despite the contents of clause 6.1.
 - 6.5. We are not obliged to accept bills of exchange. Should we, however, accept a bill of exchange then acceptance is due to fulfilling purposes only. Costs for bills of exchange are for account of the purchaser and are payable immediately. Preferably, all payments should be made free of off-set into our nominated bank account as reflected in our invoices and statements.
- 7. DEFAULT OF PAYMENT AND ACCEPTANCE**
 - 7.1. Default of payment by the purchaser permits us, notwithstanding, any other rights in law, to charge interest on all amounts due at the current interest rate of the Reserve Bank of South Africa plus 2%. All other outstanding amounts will, in the event of the purchaser's failure to pay, become immediately due and payable and we shall retain ownership of any and all goods sold to the purchaser until such time and full purchase price in respect thereof has been paid.
 - 7.2. Should the purchaser fail to take delivery of the goods, we are permitted to claim compensation of 20% of the purchase price from the purchaser irrespective of the possibility of a higher compensation becoming available.
 - 7.3. Under no circumstances may the purchaser object or withhold payments on account of payments allegedly due to it. Accordingly, set-off is not permissible.
- 8. TRANSPORT**
 - 8.1. Shipment of goods is solely made for the account of the purchaser and at the sole risk of the purchaser. All risk relating to the goods shall pass immediately to the purchaser once the goods are loaded onto the transporter's vehicle, and we reserve the right to appoint a transporter of our choice for delivery of the goods.
 - 8.2. Transport insurance is only entered into at the special request of the purchaser and at the sole expense of the purchaser.
- 9. PACKING**
 - 9.1. Packing is based on actual costs. All containers must be returned to us, free of charge within 14 (FOURTEEN) calendar days from the date of delivery of the goods to the purchaser. The purchaser acknowledges that it is obligated to return the containers without any charge, normal wear and tear excepted.
- 10. RESERVATION OF OWNERSHIP**
 - 10.1. Until the total purchase price has been paid in full in the respect of each order and all demands by us have been met (in the case of bills of exchange as long as obligations exist) the goods delivered remain our property until the full purchase price has been paid.
 - 10.2. Processing and manufacturing of the assets in terms of which ownership has been reserved is done by us without charge and without any obligation by us. We are manufacturers and accordingly, all goods remain our property until full payment has been rendered.
 - 10.3. Should we, acting as the manufacturer, include goods which are the property of the purchaser, we remain co-owner of any new product created in proportion to the goods supplied by us in terms of which ownership had been reserved.
 - 10.4. Where goods are to be manufactured for the benefit of a 3rd party, the purchaser will only be permitted to sell any goods in the ordinary course of business and only if the proceeds of such a re-sale is transferred to us. On request the purchaser must inform the 3rd party to effect payment to us directly.
 - 10.5. Should the purchaser not be able to meet its obligations in respect of any reserved ownership, we shall be entitled to reclaim possession of the object of sale from the purchaser. The purchaser shall, at any time, allow a representative of ours to inspect the goods in storage wherein ownership has been reserved.
- 11. GUARANTEE AND WARRANTY**
 - 11.1. The Company does not give any warranty against defects, be they patent or latent, nor does the Company give any warranties or guarantees of any nature or make any representations whatsoever in respect of the Goods or of the Goods' fitness / suitability for any particular purpose (whether or not that particular purpose is or could be deemed to be known to the Company) other than any warranty or guarantee that may have been expressly given in writing. The Company shall be deemed to be unaware of the particular purpose for which the Goods or any product made therefrom is required.
 - 11.2. Before cutting, treating or in any way processing the Goods supplied against an order, the Purchaser must satisfy itself that the Goods supplied are suitable for the purpose for which they are to be used, and / or are free from any defects of whatsoever nature, and the Purchaser hereby indemnifies the Company against any claim brought against the Company by any third Party arising out of unsuitability of the Goods for any particular purpose whatsoever.
 - 11.3. The Company shall not be liable under any circumstances whatsoever for any loss of any profit or other special damages or any indirect or consequential damages arising out of any breach by it or any of its obligations under this contract or any negligence or omission on the part of the Company or its employees and /or agents for any reason.
 - 11.4. Specifically, Improper treatment and storage of the goods will result in an immediate exclusion of any claim for compensation by purchaser.
- 12. PARTIAL LIFTING OF CONDITIONS**
 - 12.1. The purchaser cannot derive any right to infringe the conditions of delivery on account of our waiving any conditions of sale.
 - 12.2. Should any clause in these terms and conditions become invalid for any reason whatsoever, the validity of the remaining clauses and contents shall not be affected thereby, and shall remain in full force and effect, and the offending clause shall be deemed pro non scripto and struck from these terms and conditions.
- 13. GENERAL**
 - 13.1. The place where the contract is concluded shall be Pretoria, Gauteng Province South Africa, pursuant to our signature of these terms and conditions, confirming receipt thereof by the purchaser.
 - 13.2. These terms and conditions shall be governed in accordance with South African Law.
 - 13.3. No alteration, amendment or consensual cancellation of any of the terms of this agreement shall be valid unless reduced to writing and signed by or on behalf of the parties hereto, in ink, with no electronic variation being effective.
 - 13.4. We are hereby exempted from any possible legal rights which any third party may have to the goods delivered and the purchaser hereby indemnifies and holds us blameless against any and all claims of whatsoever nature which may be instituted against us by any third party
- 14. BREACH**
 - 14.1. Should after the entering into this agreement it appear that the purchaser is in breach of any one or more of the provisions of this agreement and the purchaser fails to remedy such breach within 7 (SEVEN) days from receipt of a letter setting out the alleged breach and requesting him to restore such breach we shall have the right to:
 - 14.1.1. Cancel this agreement forthwith and claim damages; or
 - 14.1.2. Request specific performances of the terms of the agreement and claim damages.
 - 14.1.3. Any letter forwarded in terms of clause 14.1 above, will be considered received and to have come to the attention of the purchaser on the 4th day from the date on which such letter was mailed by registered mail, or the 1st day after which such notice was delivered by way of electronic mail or tele facsimile.

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