

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. The order on the reserve side hereof incorporates the following terms and conditions which shall form part from its acceptance. They shall not be suspended nor varied nor added to by any different terms or conditions that may be printed on the Seller's acceptance or confirmation of order form or any other terms and conditions unless the same shall have been agreed to by us in writing signed by us. No acceptance of goods by us nor any payment in respect thereof nor any course of dealing or conduct by us other than agreement in writing signed by us shall constitute any variation or cancellation of any of these conditions.
2. We request timeous acceptance of this Order by the signing and returning to us within seven days of Acceptance Copy hereof, but in any event any late acceptance or any delivery of goods pursuant hereto shall constitute an acceptance of this Order and of all its terms and conditions unless such late acceptance or delivery shall be rejected by us
3. We retain ownership of all drawings, designs, specifications, models, jigs, tools, patterns and technical data furnished by us to the Seller in connection with this Order. The same shall be used by the Seller only for the purpose of fulfillment of this Order and shall at all times be treated as our secret and confidential Property and information and shall not be disclosed to any person save to the employees of the Seller to the extent necessary for the fulfillment of this Order. On the completion of this Order all such drawings, designs, specifications, models, jigs, tools, patterns and technical data shall be promptly returned to us.
4. Time shall be of the essence of the contract between the Seller and ourselves and the Seller shall effect delivery of the goods at the specified place not earlier than the date for earliest delivery no later than the date for later delivery specified on the reverse side hereof. Requirements of the Order for dispatch, transport and insurance of the goods shall be strictly observed. The Seller shall at the time of each delivery send us a Consignment Note in respect thereof by separate mail and each delivery shall be accompanied by a Delivery Note unless this is not possible in which case the Delivery Note shall be sent to us by separate mail. Part deliveries and balances of deliveries shall be indicated as such if delivery shall be affected otherwise that in accordance with the contract we shall have right to accept or reject at our discretion any of the goods so delivered and any acceptance shall be without prejudice to any claims for damages or otherwise which we may have arising from the delivery not having been in accordance with contract. If any additional freight charges or other expenses shall be incurred with a view to mitigating lateness of delivery the same shall be for the account of the Seller and if paid by us shall be recoverable from the Seller.
5. We shall not be liable for any failure to take delivery of goods at the agreed time and place due to any cause beyond our reasonable control, including, but not limited, to labour difficulties, delays of carriers and Governmental actions.
6. All common law warranties shall apply in respect of the goods hereby ordered and in addition thereto the Seller expressly warrants that the said goods with conform to the drawings, designs, specifications and technical data furnished by us in respect thereof and will be of the specified grade and quality and will be free from defects in material and workmanship.
7. Where the Seller is supplying as a sub-contractor, the Seller shall comply with all requirements, terms and conditions of the principal contract between our customer and ourselves relating to the goods and shall hold us harmless against all claims by our Customer arising from any failure to do so.
8. The Purchaser and his insurers and the Purchaser's client, for whom the goods are intended, or their respective representatives, shall be entitled to inspect and test the goods during manufacture, whether at the Supplier's premises or at the premises of any sub-contractor of the supplier, and the Supplier shall provide the necessary labour, materials and facilities therefore. Such inspection and testing shall not release the Supplier from any obligation under the Contract.
9. The Purchaser may at any time, whether before or after delivery, reject any of the goods found not in accordance with the Order. This condition applies notwithstanding that the goods have been inspected or tested under Condition thereof, or that the Purchaser has paid for the goods.
10. We shall, without prejudice to our other rights, have the right ourselves to rectify any defects found in goods after acceptance or delivery and to recover the cost of doing so from the Seller without obligation to afford the Seller and opportunity of rectifying the defects.
11. We shall have the right to return rejected goods to the Seller or to hold the same at the Seller's disposal at the Seller's risk and expense and in every event to recover from the Seller any costs incurred by us in the transportation, packing, examination, repacking and transportation of such goods as well as any other expenses incurred by us in respect of such goods.

12. We reserve the right to cancel any part of the whole of the contract if the goods covered by it are not delivered at the times and in the quantities specified therein or are determined by us on delivery to be defective or not in accordance with the contract.
13. Unless otherwise agreed in writing signed by us the price specified for the goods in this Order shall be fixed prices and shall not be subject to escalation for any increases in raw material, labour or other costs.
14. Each delivery of goods by the Seller shall be separately invoiced immediately after dispatch thereof. Subject to the goods having been duly delivered and received by us at the agreed place and being in accordance with the contract we shall effect payment thereof sixty days after receipt of invoice.
15. Our orders may not be used for advertising purposes.
16. We may waive performance of any term or condition of the contract but any such waiver in respect of particular goods delivered shall not be deemed to be a similar waiver in respect of further goods to be delivered subsequently.
17. This Order is issued to the Seller in reliance on the Seller personal performance and the may not cede or assign this Order or the partial payment of any amounts due in respect thereof nor sub-contract any substantial part of the performance or work other than for standard commercial supplies.
18. Unless otherwise specifically provided in the Order, no charges for transportation, packing, crating, cartage, storage, containers, sales tax or other taxes shall be payable by us in addition to the price specified.
19. The contract shall in all respects be governed and interpreted in accordance with the laws of the Republic of South Africa.
20. If at any time any question, dispute or difference whatsoever shall arise between you and ourselves in relation to or in connection with the contract, them and in every such case the dispute or difference shall be submitted to arbitration in accordance with the provisions of the South African Arbitration Act No.42 of 1965. The parties shall endeavour to reach agreement on the appointment of a single arbitrator for such purchase.