



GENERAL TERMS AND CONDITIONS OF A SALE

1. DEFINITION

1.1 The Company means "Astore Keymak a Div. of Hudaco Trading (Pty) Ltd" with registration number 1984/005432/07.

1.2 "Contract" means any contract or agreement arising from the acceptance of any offer whether that contract arises from;

1.2.1 an offer made by the Company and accepted by the Purchaser.

1.2.2 an offer made by the Purchaser and accepted by the Company.

1.2.3 "Products" means the subject matter of the Contract.

1.2.4 "Purchaser" means the party who has placed an order with the Company or any person with whom the Company contracts as a result of any offer to purchase Product from the Company, and includes the Purchaser's representative, successors and permitted assignees.

1.2.5 "Data" means the information given to the Company by the Purchaser, Information obtained from credit records or research conducted by the Company.

2. GENERAL

2.1 These terms and conditions shall apply to any Contract in terms of which the Company agrees to sell any Products, irrespective of the circumstances under which the Contract arose and excluding of any terms and conditions which the Purchaser may seek to make applicable, and no alternation or variation of these terms and conditions shall be of any force or effect unless and until recorded in writing and signed by the Company and the Purchaser.

2.2 The acceptance of all orders are subject to availability of Products.

2.3 The credit limit granted by the Company to the Applicant shall always be and remain within the sole and absolute discretion of the Company. The Company shall furthermore be entitled to, at any time and within its sole and absolute discretion, increase the Applicant's credit limit by twenty percent (20%).

3. ACCEPTANCE OF CONTRACT

A contract shall come into existence when the Company accepts any order of Products placed by the Purchaser or when a Purchaser accepts any offer to sell Products made by conveying such acceptance.

4. PRICE VARIATION, PURCHASE PRICE, PAYMENT AND DISCOUNTS

4.1 Unless otherwise stated in writing, prices charged and discounts allowed will be those ruling at the time of dispatch of the goods. The SELLER reserves the right at any time to raise the price quoted without notice in the event of any alteration taking place between the dates of quotation and the date of delivery of goods in respect of cost of material, labour, energy, carriage, currency exchange, parties, customs duty or any having borne on the price.

4.2 All prices are strictly nett and not subject to any discounts unless otherwise agreed to in writing by the Company.

4.3 The purchase price does not include Value Added Tax which shall be paid by the Purchaser in addition to the purchase price.

4.4 The purchase price does not include the cost of delivery of the Products to the Purchaser, which shall be for the Purchaser's account, unless otherwise agreed to in writing between the parties.

4.5 Unless otherwise agreed to in writing by the Company, the purchase price of the Products shall be paid in full according to the agreed payment terms granted by the Company.

4.6 Should the Purchaser fail to make payment that is due and owing within the agreed payment terms then all amounts outstanding by the Purchaser to the Company from whatsoever cause, whether or not the date of payments has arrived, will immediately become due and payable by the Purchaser to the Company.

4.7 Unless otherwise agreed to in writing by the Company the Purchaser shall not be entitled to set off against any monies due to the company under the Contract any sums claimed by or due to the Purchaser from the Company under the Contractor or any other Contract between the Company and the Purchaser.

4.8 Permitted Discount approved by the company will be forfeited if payment in full is not made on the due date.

4.9 In the event of a delay in the total or partial payment by the customer, the full outstanding amount shall accrue, as from the payment due date, late-payment interest consisting of the prime interest rate increased by 2 percentage points (2%), on a cumulative basis.

5. QUOTATIONS

Quotations submitted by the Supplier to the Purchaser upon request by the Purchaser will not constitute acceptance of any offer to bring into existence a contract unless otherwise expressly provided in such quotation and will remain valid for a period of 30 (thirty) days only from the date of such submission to the Purchaser unless otherwise stated in writing.

6. RETENTION OF OWNERSHIP

6.1 Ownership of the Products sold in terms of the Contract shall remain with the Company and shall not pass to the Purchaser until the price is paid in full. Until such payments has been made the Products shall not in any way be hypothecated or pledged. Where the products are stored at leased premises the Purchaser hereby undertakes to promptly inform the lessor that the Company has retained the right of ownership over all Products that are the subject matter of this Contract. Furthermore, the Purchaser shall, on request, provide the Company with full information of its landlord including all contact details.

6.2 Nothing in these conditions shall transfer any right upon the Purchaser to return the products or to refuse delivery, or delay payment therefore. The remedies conferred to the Company are in addition to and shall not in any way restrict or prejudice any right and remedies of the Company under the Contract.

7. DELIVERY

7.1 Delivery to the Purchaser shall be from the Company's premises unless otherwise agreed to in writing.

7.2 When the Purchaser collects goods from the Company's premises using its own or its agent's transport, then such collection shall be entirely at the Purchaser's risk and the Purchaser shall be liable for all damages of whatsoever nature caused as a result of or during such collection. The Purchaser shall be liable for loading the Product onto its transport provided that the Company may, if so, requested assist the Purchaser with such loading but only at the sole risk of the Purchaser.

7.3 In the Event that the Company agrees to effect delivery by its own vehicles to the Purchaser at its place of business, then offloading shall be affected by the Purchaser's own employees at the sole risk of the Purchaser, who shall be responsible for all damages of whatever nature caused by or as a result of such offloading. The Company's employees may, if so requested assistance with such offloading but only at the sole risk of the Purchaser.

7.4 While the Company will use its best endeavours to comply with any delivery date, it will not be responsible for any loss or damage whatsoever caused by late delivery.

7.5 If the company effects delivery in instalments or late delivery, it will not entitle the Purchaser to reject any other instalment of delivery under the same Contract, nor shall payment terms be affected.

7.6 If the Purchaser fails to take delivery at the time required by the Contract, the Company shall be entitled without prejudice to any other rights it may have, to cancel the Contract and to resell the Products or to invoice the full outstanding amount for the Product in which event payment in full shall be come due in accordance with the provision of clause 4. In this case the Company shall be entitled to charge the Purchaser for the handling and storage of the Products from the date of invoice to the date of eventual delivery.

8. RISK

The risk in the Products to be sold by the Company to the Purchaser will pass to the purchaser when the Products are delivered to the Purchaser or received by the Purchaser.

9. LIMITATION OF LIABILITY AND RETURNS

9.1 The Company must be notified in writing of short deliveries or any damages to or loss of Products (whether wholly or in part) within 48 hours of receipt by the Purchaser. Failing such written notice, goods will be deemed delivered complete and Purchaser will be deemed to have accepted them in performance of the Contract.

9.2 Where it is established to the satisfaction of the Company that the Products delivered by the Company may contain at the time of receipt by the Purchaser have some defect in quality and it is agreed to in writing by the Company (not being a defect caused by or neglect of the Purchaser or third party) and within 14 days of delivery to the Purchaser, the Products are either:

- (a) Returned to the Company at the Purchaser's expense or;
- (b) The Company will at its own cost repair or replace them (the choice being the Company's option)

9.3 The company will take all reasonable care to ensure that the goods sold are of good quality and workmanship, but the Company does not guarantee the suitability of such goods for any particular purpose and the Purchaser must satisfy him/itself as to the suitability of the goods for the purpose of which the Purchaser requires them.

9.4 Same as aforesaid the Company will not be liable to the Purchaser for any loss or damage whatsoever, nor shall the Company be liable in any way for loss of profits or consequential damages suffered as a result of defect in quality or defective installation or the fact that the Products are not fit for a particular purpose and without prejudice to the generality of the foregoing any implied term, condition or warranty statutory or otherwise as the quality of the Products sold or their fitness



for any particular purpose or to their correspondence with any description or samples are hereby excluded.

9.5 No warranty nor representation given by or on behalf of the Company, including but without prejudice to the generality of the foregoing and advice as to the installation, quantities, use or performance of Products supplied by the Company, shall be binding upon the Company unless specifically stated in writing by the Company to be incorporated in the Contract.

9.6 A 15% handling fee will apply to all goods that are authorised to be returned for credit.

10. CONSEQUENTIAL LOSS

Without prejudice to the generality of the foregoing provisions the Company shall not in any event be liable to the Purchaser for any indirect or consequential loss, damage or expense.

11. INSOLVENCY/LIQUIDATION, BUSINESS RESCUE AND BREACH OF CONTRACT.

11.1 The Company shall have the option (without prejudice to any of its other rights against the Purchaser) by notice in writing to the Purchaser to rescind the Contract or to suspend delivery in the following events:

- (a) Should any sum owing by the Purchaser to the Company be overdue.
- (b) Should the Purchaser be in breach of any term of the contract with the Company.
- (c) Should the Purchaser enter into any composition or arrangement with or to the benefit of its creditors or commit any act of Insolvency or be placed under Business Rescue or should it go into liquidation either voluntary or compulsory under Judicial Management or have a receiver appointed over all or any part of its assets, or if any order is made against the Purchaser for the preservation, safeguarding or regulating the use of the Purchaser's property or assets.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Company is the proprietor of trademark and trade names, copyright or other intellectual property rights relating to the Products and the Company reserves all such rights to itself and no authorization or licence is granted to the Purchaser by the Company otherwise than for the purpose provided.

12.2 The Purchaser hereby indemnifies the Company at all times and hold it harmless against ALL damages, demands, penalties, cost, claims, expenses and any other liabilities that may arise from any infringement of copyright, which result from compliance with and/or execution of the Purchaser's instruction, whether express or implied.

13. FORCE MAJEURE

The Company in its sole discretion shall have the right to postpone or suspend delivery of all or part of the Product to the extent and for as long as such delay is caused by or attributable to, circumstances beyond the reasonable control of the Company. The Company shall further have the right to, if any or the aforesaid circumstances persist to 90 days or longer to forthwith cancel the Contract of sale by written notice to the Purchaser in respect of those Products not delivered at the time of cancellation. The Company shall not be liable to the Purchaser for damages as a result of such postponement, suspension or cancelling, but the Purchaser shall remain liable for the price of all Products delivered in terms of the contract of sale.

14. NOTICE

14.1 Any written notice in respect of the Contract, shall be delivered by prepaid registered post, hand delivered or by electronic mail.

14.2 All correspondence by electronic mail shall call for written confirmation of receipt.

15. WHOLE AGREEMENT

15.1 This Contract constitutes the whole of the agreement between the parties hereto relating to subject matter hereof and save as otherwise provided herein no amendments, alteration or consensual cancellation shall have force or effect unless reduced to in writing and signed by the parties hereto or their duly authorised representative.

15.2 The parties agree that no other terms or conditions whether verbal or written and whether express or implied will apply hereto.

16. WAIVER

No waiver of any of the terms and conditions of this Contract shall be binding or effectual for any purpose unless expressed in writing and signed by the parties hereto given the same and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder shall serve as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise thereof nor the exercise of any other right power or privilege.

17. ASSIGNMENT

17.1 The Company may at any time, without the Purchasers' consent, cede, assign or transfer and make, overall rights, title and interest in and arising out of any sale of Products at any time.

17.2 The Purchaser shall not be entitled to cede or assign any of its rights or obligations in terms of the Contract of sale without prior written consent of the Company.

18. JURISDICTION COST

18.1 In terms of section 45 of the Magistrate Court Act 23 of 1944 the Purchaser hereby consents to the jurisdiction of the Magistrates Court having jurisdiction in terms of Section 28 & 29 of the said Act in respect of any action to be instituted against the Purchaser by the Company in terms of the Contract. It shall nevertheless be entirely within the discretion of the Company whether to proceed against the Purchaser in such Magistrates court or any other court having jurisdiction.

18.2 The Company shall be entitled to recover all charges of whatsoever nature which may be incurred by the company in enforcing any of the provisions of the Contract including, but without limitation, by the virtue of the forgoing, all legal costs including costs such as between attorney and client collection, commission and tracing agent fees.

19. SEVERABILITY OF CLAUSES

Each clause of this agreement is severable the one from the other and if any clause is found to be defective or unenforceable for any reason by any competent court, remaining clause shall be of full force and effect and shall continue to be in full force and effect.

20. DATA PROTECTION

20.1 In compliance with personal data protection legislation, the customer is informed that the personal data (the "Data") that has been provided to the Company and such data as may be obtained in the future has been and will be included on filing systems controlled by the Company in compliance with the POPI Act.

20.2 The purpose of processing the data shall be for the Company to deliver the product or provide the service and for the maintenance, management and control of the professional relationship entered into under the Agreement.

