

## TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS

Clause headings are for convenience and shall not be used in its interpretation.

Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, and the singular includes the plural and vice versa.

The following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

“Seller” shall mean SINO CAPE TRADING CC, registration no. CK 97-63149/23, duly incorporated in terms of the Company Laws of the Republic, having its principal place of business at Cape Town

“The Purchaser” shall mean the sole trader, partnership, close corporation or company taking delivery of the goods sold hereunder.

### 2. PAYMENT

The contract price shall be paid by the Purchaser without any deduction or set off in accordance with the credit terms as may from time to time be stipulated by the Seller. In the absence of any other stipulation, payment shall be made within 30 days of the goods having been delivered to the Purchaser.

If delivery is to be made in instalments, each instalment will be invoiced and paid for separately but otherwise in accordance with the above.

Any amount not paid by the Purchaser on due date shall bear interest at the rate of 2% per month, calculated daily compounded monthly from the date it falls due to the date of payment.

### 3. PRICE INCREASES

The price of the goods will be the company's official list price ruling from them at the date on which they are delivered to the Purchaser, Such prices may be subject to change without notice.

### 4. DISCOUNTS

The contract price is strictly net and not subject to any discounts unless otherwise agreed in writing. If any discount is agreed to in writing, it shall only be allowed if payment is received by the Seller by the due date and shall only apply to the actual price of the goods themselves.

### 5. DELIVERY

Delivery to the Purchaser shall be deemed to have been completed when the goods are handed to the Purchaser or his/her/its agent.

After completion of delivery the Seller shall not be responsible for the arrival of the goods at their destination or for any loss or damage to the goods from any cause whatsoever while in transit.

If the Purchaser fails to accept delivery of the goods on due date then, not only shall the risk immediately pass to the Purchaser but the Purchaser shall refund the Seller on demand the reasonable costs of freight, storage and insurance.

### 6. OWNERSHIP

Notwithstanding the delivery of any goods to the Purchaser, ownership of the goods shall not pass until the Seller has received payment of the full contract price.

### 7. RISK

The risk in and attaching to any goods financed by the Seller from time to time shall pass to the Purchaser on delivery.

### 8. EXCLUSIONS

All specifications, illustrations, drawings, diagrams, price lists, dimensions, performance figures and other technical data furnished by the Seller in respect of the goods, and whether in writing or not, are furnished only on the basis that they will not form part of the contract or be relied on by the Purchaser for any purpose unless and to the extent that they are expressly guaranteed in writing by the Seller and /or the authorized supplier and are, as such, expressly stated by the Seller to form part of the contract.

The Seller shall not be liable for any loss or damage sustained by the Purchaser as a result of any error, discrepancy or defects in the specifications, measurements or instructions of the goods supplied. Likewise, liability will be excluded if the goods in question are not suitable for the purpose for which they are required whether those purposes are known to the Seller or not.

The Seller shall be exempted from and shall not be liable under any circumstances for any indirect or consequential damage of whatever nature or any loss of profit or special damages of any nature which the Purchaser may suffer as a result of any breach by the Seller of its obligations under this contract.

The Seller shall be exempted from and shall not be liable under any circumstances for any claim for any alleged shortage in delivery or failure of the alleged goods to comply with the contract unless written notice of the claim is received by the Seller within 7 days after receipt of the goods by the Purchaser.

Insofar as any of the Seller's obligations under the contract are carried out by any of its servants agents any sub-contractors, the Seller shall not be liable for the acts of those mentioned above whether it be in the course and scope of their duties of otherwise.

The Purchaser shall not have any claim of any nature whatsoever against the Seller for failure by the Seller to carry out any of its obligations under the contract as a result of via major, strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, and default or delay by any sub-contractor or authorised supplier of the Seller, riot, political or civil disturbances, and any acts of any state or government.

### 9. WARRANTY

The Seller does not give any warranty or guarantee or make any representation whatsoever in respect of the goods, or the fitness of the goods or any part thereof for any particular purpose. Whether or not the purpose is known to the Seller. Furthermore, the goods are sold voetstoots (as is), the Seller excluding any liability for any defects, latent or patent, in the goods or any part thereof.

### 10. SUSPENSION OF THE SELLER'S OBLIGATIONS

If any amount owed by the Purchaser is not paid on due date, then without prejudice to any other right it may have, the Seller may immediately suspend the carrying out of any of its then uncompleted obligations until the payment is made in full.

### 11. BREACH

In the event of:

12.1.1 the Purchaser committing an act of insolvency as defined in the law relating for the time being to insolvency; or

12.1.2 the Purchaser being sequestrated/liquidated or his estate being

surrendered ;or

12.1.3 a receiver/trustee/curator being appointed in any of the Purchaser's affairs ;or

12.1.4 if the Purchaser is a natural person in the event of his or her death ;or

12.1.5 any breach of this agreement being committed by the Purchaser, whether it is a material breach or not; then

12.1.6 the full balance outstanding as at the date of breach will immediately become due and owing by the Purchaser;

12.1.7 the Seller will have the right without derogating from any of its other rights, to cancel this agreement, retake possession of the goods supplied in terms of the agreement that are still in the Purchaser's possession, keep all payments already made by the Purchaser and claim damages and/or any outstanding balance after the goods that have been repossessed have been sold.

### 12. CHARGES

The Purchaser shall pay any charges and expenses incurred in connection with any legal process issued for obtaining judgment for any amount due hereunder and otherwise for enforcing payment or any monies due hereunder, payable on an Attorney and Client scale of costs.

### 13. JURISDICTION

The purchaser hereby consents to the Seller taking any legal proceedings for enforcing any of its rights hereunder for recovery of any monies claimable in terms of this agreement, or otherwise in the Magistrates Court in any district having jurisdiction in respect of the Purchaser by virtue of Section 28(1) of Act No. 32 of 1944 as amended, or any similar provision hereafter substituted therefore. The above notwithstanding,, the Seller shall be entitled to proceed against the Purchaser in the high Court having jurisdiction. In the case of a foreign dispute, the laws of the Republic of South Africa apply.

### 14. DOMICILIUM AND NOTICES

Any notice to be given to the Purchaser in terms of this agreement or any summonses or other Court processes in respect of any claim arising hereunder shall be considered to have been validly served on the Purchaser if delivered at or sent by registered post to the address nominated by the Purchaser in the Master Sale Agreement or, if no Master Sale Agreement exists, if delivered at or sent by registered post to the principal place of business or registered head office of the Purchaser, the Purchaser hereby declares such address to be its domicilium citande et executandi hereunder.

### 15. EXTENSIONS

15.1 No leniency, relaxation, extension of time or other act of grace that the Seller may actively or passively give or extend to the Purchaser with regards to compliance with any of the terms hereof and no neglect or failure on the part of the Seller to exercise any of the Seller's rights in terms hereof or to enforce any of such rights against the Purchaser shall operate or be construed as a waiver by the Seller of such terms or rights or any other right or any other rights which the Seller may have against the Purchase.