

It is a special condition of any quote by Roadking Manufacturers (Pty) Ltd, that it is made subject to all terms and conditions appearing hereon. Acceptance of a quote will constitute an acceptance of all the terms and conditions by the buyer herein and insofar as you may seek to impose further or differing conditions in accepting this quotation, such further or differing conditions shall not be binding upon us unless specifically agreed to by us in writing after being notified thereof

1. ACCEPTANCE:

- a. It is an express condition of our quote that the acceptance thereof be accompanied by enough information to enable us to proceed with the whole of the order forthwith.
- b. Acceptance must be for goods as quoted by us. Drawings dimensions and weights submitted must be taken as approximate only and do not form part of the Contract.
- c. All extras and accessories ordered but not specified in our quote will be charged for separately as will the cost of all tests alterations additions and other work undertaken at the Buyer's request.
- d. No binding contract will be created by the Buyer's acceptance of our offer until our written confirmation of the Contract has been dispatched to the Buyer.

2. LIMITS OF CONTRACT: All tenders include only such goods and/or equipment materials accessories and works as specified therein.

3. PRICES:

- a. The price/s quoted above is/are based on delivery ex our premises as listed above and do not include the cost of packing and transport where applicable to any other specified place of delivery. Should delivery be required at such other place then all packing and transport costs which are incurred will be for your account and will be treated as part of the accepted purchase price.
- b. All prices quoted are subject to alteration without notice to take account of fluctuations in current manufacturing costs or suppliers' prices prevailing rates of exchange, freight transport insurance, labour, importing landing and clearing charges and customs duties. Any variation in any of the foregoing between the date of any tender and the time or times of delivery which results in an increase in cost of the goods and/or equipment as tendered will also increase the set price proportionately and all such disputes shall be referred for decision to arbitration in terms of the Arbitration Act of the Republic of South Africa of 1965.
- c. We shall be entitled to adjust the price to take account of any delay on the part of the Buyer in supplying information required to complete his order or of any alteration made by the Buyer to specifications or other information supplied by the Buyer.

4. TERMS OF PAYMENT:

a. For R.S.A orders unless otherwise specified on the face hereof the terms of payment shall be net prior to delivery and where delivery is to be effected piecemeal the amount payable in respect of each delivery shall be pro-rata to the total purchase price and shall be as evidenced by the prices reflected for each item in our invoices.

Failure to effect any delivery or delay in any one delivery shall not vitiate the contract of sale nor permit the Buyer to cancel such contract. If the goods and/or equipment sold or any part thereof when completed cannot be delivered through no fault of ours

payment shall be due within 30 days of notice from us that the same is ready for delivery and from the expiration of 7 days the goods shall be deemed to have been delivered and shall be at the purchaser's risk and the purchaser shall be responsible for all costs charges and expenses in connection therein including storage insurance and any other expenses.

Where the purchase price payable in terms hereof is payable in installments, the full balance outstanding at any time will immediately become due and payable in the event of any one installment not being paid on due date.

Failure to make payment in full of any amount on due date shall render the purchaser liable to pay interest on the amount so unpaid at the then prevailing prime overdraft interest rate per annum from the date of invoice until the actual date of payment.

b. Outside R.S.A orders – Payment in advance in US\$, ZAR, Euro or British Pounds or confirmed irrevocable Letter of Credit established in Durban or Pietermaritzburg prior to shipment of the goods.

5. GUARANTEE:

a. Any part/s of goods manufactured by us and sold to the Buyer which are proven to be defective through faulty materials or workmanship will at our option be either replaced or repaired free of charge (including delivery) on condition that:

(i) notice in writing of the defect has been given to us within 12 months after dispatch of the goods and

(ii) the part/s or equipment complained of are returned to our works, carriage paid, together with the full particulars of the alleged defect and the serial number of the machine.

b. The guarantee contained in paragraph (a) of the Condition does not extend to proprietary articles which are not manufactured by us but which are supplied with or incorporated in goods sold by us. Such articles carry only the manufacturers' guarantee (if any) and the Buyer is entitled to the benefit of that guarantee only so far as we have power to transfer it.

c. For parts or part of goods not manufactured by us, no guarantee whatsoever whether express or implied, is given by us other than, where applicable, the manufacturers' or suppliers' guarantee, in which event we undertake to carry out only such obligations as may be cast upon the manufacturer or supplier on a strict interpretation of the terms of such guarantee provided that if any work and/or delivery of parts is to be done or effected outside a radius of 100km from your nearest established depot, travelling expenses and the time of your personnel thus involved shall be for your account.

d. The guarantee contained in paragraphs (a) and (c) of this Condition will be invalidated if without our consent, the Buyer makes causes or allows any alterations or repairs to be made to goods, or fits accessories not manufactured or supplied by us, or if any defect in or breakdown of the goods is due to improper handling or negligence on the part of the Buyer, its servants, agents or contractors or to any other cause outside our control.

e. Save as aforesaid, there are excluded from the Contract with the Buyer all conditions guarantees or warranties, (including conditions, guarantees and warranties as to the capacity quality performance or description of any goods supplied by us or their suitability or fitness for any purpose) which but for these Conditions of Sale would or might be deemed to be implied by statute or common law or otherwise or would or might be deemed to apply by reason of any representation whether express or implied and whether orally or in writing.

f. Save as expressly provided in these Conditions we shall be under no liability whatsoever in respect of any loss damage injury or expense whatsoever arising from any defect in the goods and in particular (but without prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects.

g. The Buyer will indemnify us in respect of any liability loss claim or proceeding whatsoever arising whether under statute or at common law in respect of any damage to property or the death of or injury only such death or injury shall be proven to have been caused by our negligence or that of our employees.

h. Furthermore we do not guarantee the fitness of any purpose of any goods and/or equipment sold to you by us and any suggestions or representations made by our employees are only given to assist you and are not binding on us in any way whatsoever. We do not admit responsibility nor shall we accept liability for consequential damages arising from any cause whatsoever.

6. VALIDITY OF QUOTE: 21 days or as may be expressed on the body of the quotation

7. DELIVERY AND RISK TO THE GOODS: We will use our best endeavors to comply with our quoted delivery dates but we will not be liable for any loss damage injury or expense either direct or indirect and including, but not limited to, loss of profit or liability to third parties which may be suffered by the Buyer by reason of late delivery of the goods from whatsoever cause such late delivery may arise.

a. We shall not be responsible nor shall we be liable for any loss or damage direct or consequential arising from delays in delivery due to Act of God breakdowns of machinery strikes labour disputes war riot civil connotation delays of manufacturers or transportation accidents regulations or orders of any Government or to any other cause whatsoever beyond our control.

b. Unless otherwise accepted by us in writing the place of delivery shall be our nearest established depot. Where delivery is required at any place other than such depot the cost of packing and transporting the goods and/or equipment to such place shall be at the Buyer's sole cost and risk.

c. Goods sold "Ex our Premises" or ex Works will be dispatched in accordance with the Buyer's instructions and the risk of such Goods will pass to the Buyer from the time of loading at our Works.

d. Goods sold "Delivered" will be dispatched by whatever means of transport we choose unless a specific method of transport has previously been agreed in writing. The risk in the Goods will pass to the Buyer when they reach the destination named by the Buyer and before unloading.

8. STORAGE: If within seven days after we dispatched our notification to the buyer that the goods sold Ex our Premises are ready and the Buyer has not made arrangements for the collection or storage of the goods, we shall be entitled to arrange storage either at our Works or elsewhere on the Buyer's behalf and all charges for storage and/or insurance shall be for the account of the Buyer.

9. CLAIMS:

a. No claim by the Buyer shall be entertained by us for shortages in the goods and/or equipment purchased nor for any defect therein nor for any claim otherwise arising out of or in connections with the said goods and/or equipment unless within 48 hours of the time of delivery written notification is received by us of the claim in question.

b. In connection with any plant supplied by us or the installation or erection by us of any plant machinery or equipment in terms of this contract we shall under no circumstances be responsible for any loss of profit or any direct or indirect consequential losses damages or other charges or costs howsoever arising suffered by the Buyer.

c. Should any dispute arise regarding the plant in terms of the order, then the plant shall not be used in any way and the Buyer shall be obliged to store the plant at his risk and expense until settlement of the dispute.

10. DRAWINGS SPECIFICATIONS ETC:

a. Dimensions details and statements as to capacity, or performance specified or contained in any manufacturers' or suppliers' drawings quotations catalogues specifications etc. though based on wide experience and carefully given, are not intended as a contractual obligation and accordingly the customer shall have no right of cancellation or any claim whatsoever against us arising therefrom.

b. We reserve the right to make change at any time and without notice in the materials dimensions and designs of our products and such changes shall not affect the validity of any Contract between us and the Buyer.

c. In the event of the supplier and/or manufacturer having produced a later model of the equipment to which this tender or any part thereof relates delivery of such later model shall be deemed to be full compliance by us with all the terms and conditions thereof.

11. PERMITS AND LICENCES: All tenders when accepted shall be conditional upon and shall be of no force and effect unless any necessary import permit and/or export licence is made available within a reasonable time after such acceptance. We shall use our best endeavors to produce such permit and/or licence and the Buyer shall on our request sign all application forms and other documents and furnish all such particulars as may be required for this purpose.

12. OWNERSHIP: The goods and/or equipment supplied by us in terms of any tender are sold subject to the suspensive condition that until payment has been made to us in full of the total purchase price, the ownership therein shall not pass to the Buyer but shall remain exclusively ours notwithstanding that the said goods and/or equipment or any other portion thereof may whether with our knowledge or not have been delivered and/or erected and/or fixed in any building or on any land occupied by the Buyer. Pending payment in full of the purchase price as aforesaid the Buyer shall not under any circumstances be entitled to sell alienate pledge or encumber the said goods and/or equipment nor render or supply the same goods and/or equipment to be subject to any landlord's or any other lien or right of retention. The risk of the goods and/or equipment purchased in terms hereof

shall pass to the Buyer notwithstanding anything to the contrary hereinbefore contained immediately upon delivery thereof.

13. BUYER'S CONDITIONS: It is a express condition of any tender that conditions of sale stipulated on Buyer's correspondence whether incorporated in the acceptance of any tender or not shall not annihilate or modify any of our conditions of sale of be additional thereto unless expressly agreed to by us the Buyer's conditions shall not be binding upon us.

14. DEFAULT: In the event of the Buyer failing to take delivery when intended of the goods and/or equipment hereby sold or failing to make payment of the purchase price thereof on due date/s of payment thereof or failing to fulfill any other obligation undertaken by him under the terms and conditions of this contract and remaining in default or breach of such obligation after having received 7 days written notice from us requiring him to remedy or cure such default or breach then we shall be entitled at our option either to enforce the contract a Law or to cancel the same and in the event of our electing to cancel the same such cancellation shall be without prejudice to and under reservation of our right to recover from the customer any and all loss and damage sustained by us by reason of such default or breach.

15. AVAILABILITY OF GOODS AND/OR EQUIPMENT: Any tender is subject to the goods and/or equipment to which it relates being available to us from the supplier and/or manufacturer.

16. TRADE MARKS: No trade mark or name carried on goods supplied by us may be erased or replaced without our consent.

17. NOTICES: Where a notice is required to be served on us by the Buyer or on the Buyer by us such notice must be served in writing. Any notice to us shall be sent to the address given on the face of our quotation and any notice to the Buyer shall be sent to the Buyer at the address given in his order or acceptance of our offer. Wherein these Conditions a period is specified within which notice is to be given, such notice must reach the party to which it is addressed within that period.

18. CANCELLATION: The Buyer shall not be entitled to cancel the contract or any part thereof nor to require delay in its performance without our written consent which will only be given on terms which will indemnify us against loss.

19. LEGAL CONSTRUCTION:

a. This contract shall in all respect be construed and operated as a South African contract in conformity with the Law of the Republic of South Africa.

b. The Buyer hereby consents in terms of the Magistrates Act, Section 45 of Act 32 of 1944 to the Seller taking any legal proceedings for enforcing any of its rights in terms hereof in the Magistrate's Court of Durban, having jurisdiction in respect of Section 28(1) of the said Act.

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