

TERMS AND CONDITIONS OF SUPPLY ONLY ORDER

1. CONSIGNMENTS

All delivery notes must be signed and stamped with the company rubber stamp by our authorized representative. Goods that are delivered outside of normal working hours are delivered at the supplier's risk and are subject to confirmation as to acceptability by ourselves.

2. IDENTIFICATION

Delivery notes shall accompany every consignment and must indicate the Order Number, Name of Contract and Quantities.

3. INVOICES

Invoices shall be sent directly to the Purchaser on the site for attention Mr *****

4. TERMS OF PAYMENT

Terms of payment are 30 days after the last day of the month in which the goods were delivered unless otherwise stated on the order.

5. LIABILITY

All goods supplied in terms of the order shall be and remain at the sole risk of the Supplier until such time as the goods have been received by the Purchaser and signed for on behalf of the Purchaser, as being in good order after offloading. The supplier shall indemnify the purchaser from any loss or damage to property or injury/death of persons occasioned by the supplier, his servants or agents, during delivery of the goods.

6. INDEMNITY AGAINST INFRINGEMENT OF PATENTS, ETC

The supplier hereby indemnifies the purchaser against any claims which may be made against the purchaser for the infringement of patent rights, trade marks or protected rights of goods supplied. All royalties and expenses arising out of the use of such patent rights, trade marks or protected rights shall be payable by the Supplier.

7. CESSION

The Supplier shall not cede, assign, transfer or sublet the order or any portion thereof without first having obtained, in writing, the express consent of the purchaser.

8. SPECIFICATIONS

All material used in the manufacture of the goods called for in terms shall comply in all respects with the specifications/ quality laid down in the order, or if there is no specification, shall be of quality, composition and strength suitable for the purpose for which they are required. In addition the finish shall be of a standard commensurate with the quality of the goods.

9. INSPECTION

The Purchaser shall have the right any time to inspect any GOODS during manufacture and shall be entitled to reject any goods not in the opinion of the person inspecting in accordance with the SPECIFICATION or DRAWINGS or to require the rectification of any defective work.

10. GUARANTEE

In the event of any defect in the goods manifesting themselves within a period of twelve calendar months from the date on which they are received by the Purchaser, the Purchaser shall without prejudice to any rights in terms of the order or in law, be entitled to call upon the Supplier to remedy such defects at the Supplier's cost with minimum of delay.

11. CANCELLATION

The Supplier hereby acknowledges that time is the essence of the order and that should delivery of the Goods be delayed beyond the period stated in the order or should the Supplier breach any conditions of the order, the purchaser shall be entitled without prejudice to any of its rights in terms of the order or in law to cancel the order in whole in part without payment to the supplier of any compensation, whatsoever. Furthermore in the event of the purchaser canceling the order as to all or any of the goods the Purchaser shall be entitled to purchase a like quantity of Goods of similar description and quality and that in the event the Supplier shall be liable to reimburse to the Purchaser on demand all expenditure and loss incurred by the Purchaser in connection with the said cancellation and repurchase including any increase in the price stated in the order.

12. ACKNOWLEDGEMENT

The Supplier is requested to acknowledge receipt and acceptance of this order and the terms and condition therein. Non receipt of the Supplier's acknowledgement within 14 days from the date of the order or dispatch of the goods shall be deemed to signify acceptance by the Supplier of the order and its terms and conditions.

13. GENERAL

Nothing in these Conditions shall prejudice any condition or warranty (expressed or implied) or other right to remedy to which the Purchaser would be entitled in relation to the goods or services the subject of this order by virtue of any Statute or custom or any general law or local law or regulation. Unless otherwise agreed by us in writing, every condition herein contained in this order shall be deemed to be an essential condition of the Order. Should a dispute or claim whatsoever arise out of this Order or the interpretation or breach thereof, such dispute or claim shall be submitted to arbitration Act No 42 or 1965 of the Republic of South Africa, or any Statute for the time being, replacing, extending or modifying same.