

PREMAC

a division of AGRIGEL (PTY) Ltd. - Co Reg No: 1998/24699/07

Manufacturers of Hydraulic Equipment

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STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions shall apply to all contracts for the sale of goods by us, unless we agree otherwise in writing.

- Acceptance of Order.** Any terms and conditions on a purchaser's order at variance with the terms and conditions stated herein are binding on us only if we specifically accept them in writing.
- Ownership.** Ownership of the goods will not pass to the purchaser until we have received payment in full.
- Risk.** Goods when delivered to the purchaser or such agent or carrier as may be nominated by the purchaser, shall be at the risk of the purchaser who shall be responsible as from the time of such delivery for all loss or damage thereto, however arising.
- Payment.** Unless otherwise agreed, all goods supplied on account, are subject to payment being made in full, without deduction, within thirty days of the date of the first statement relating thereto. All overdue items will bear interest at the rate of 2% above the prime overdraft rate charged by our principle bankers from time to time.
- Guarantee.** The goods are guaranteed for a period of six months after delivery. Such guarantee is valid only if the purchaser has caused the goods to be maintained, serviced and operated in a manner commensurate with the type and value of the items sold. Our liability shall be strictly limited to the replacement or repair, at our option, of any goods which are defective by reason of faulty material or

workmanship provided that we shall incur no liability under this clause unless we have been given written notice within ten days of the defect becoming apparent. Liability for direct, indirect or consequential loss or damage of whatsoever nature and howsoever caused is expressly excluded, whether such loss or damage results from breach of contract (whether fundamental or otherwise), defect or any other cause and whether the sale is cancelled or not.

- Dispute.** Should any dispute of a purely technical engineering nature arise we shall have the right to refer the matter to arbitration by an engineer appointed by the President of the Steel and Engineering Industries Federation of South Africa whose decision shall be final. The arbitration shall be conducted in accordance with the arbitration laws applicable in South Africa from time to time.
- Return of goods.** Return of goods for credit is at all times subject to our prior consent and is in any event conditional upon all return transportation costs being for the account of the purchaser. A 15% handling charge may, at our discretion, be levied upon any or all items accepted for return.
- Jurisdiction of the Magistrates Court.** The company shall be entitled at its option to institute any legal proceedings which might arise out of or in connection with, these terms of sale and conditions of contract in any magistrates court in the Republic of South Africa, having jurisdiction in respect of the purchasing person notwithstanding that the claim, or the value of the matter in dispute might exceed the jurisdiction of such magistrates court in respect of the causes of action.

APPLICATION FOR CREDIT FACILITIES

APPLICANT

VAT No: _____ Tel No: _____ Fax No: _____

Postal Address: _____

Delivery Address: _____

Name(s) and Address(es) of Owners/Partners/Directors:

1. _____ 2. _____ 3. _____

Nature of Business _____ Date Commenced Trading _____

TRADE REFERENCES:

1. Name & Town _____ Tel No: _____

2. Name & Town _____ Tel No: _____

3. Name & Town _____ Tel No: _____

Estimated Monthly Purchases R _____ Bankers _____

Purchase Orders will / will not be supplied.

I/We the _____ undersigned being the above mentioned applicant, and duly authorized hereto, do hereby agree to and accept the standard terms and conditions of sale stated herein

Dated at _____ on this the _____ day of _____ 20_____.

As Witness _____ Signature _____

SOLE TRADER/PARTNERS/DIRECTORS GUARANTEE

I/We the undersigned, do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s for the fulfillment of all terms of this agreement, for all indebtedness incurred by the applicant with the above company.

1. _____

2. _____ (Revenue Stamp) _____

3. _____ (Signatures) _____ (Full names in block letters)