

## **STANDARD TERMS AND CONDITIONS**

### **1. TERMS AND CONDITIONS**

1.1 Any quotation, tender, order or contract of sale between Duraset Strata Control (hereinafter referred to as “Duraset Strata Control”) and the Client in respect of Goods, and any variation thereto, shall be subject to the Terms and Conditions contained in these Terms.

1.2 By placing an order and thereby accepting these Terms and Conditions, the Client shall be deemed to have agreed that all existing arrangements between Duraset Strata Control and the Client in respect of goods shall be governed by these Terms.

### **2. PRICE**

2.1 Whilst every effort will be made to record the Purchaser’s written instruction accurately, it is the responsibility of the Purchaser to check the details of the quote and order, and to notify Duraset Strata Control of mistakes, in writing, within 24 hours.

2.2 Quotations are subject to the availability of raw materials and stocks of any Goods at the time of manufacture and or delivery, and lead times will be specified per quote.

2.3 Save as may be specified on any quotation form, prices are not subject to any discount and are applicable to deliveries made during normal working hours, from Monday to Friday.

2.4 With regards to orders received from the customer, and in the case of the Client not being able to take possession of the goods, price escalations will be applicable in line with raw material, transport, labour, overhead adjustments.

2.5 All quotations are valid for a period of 5 (five) working days, and Duraset Strata Control has a right to revise and renegotiate said quote in respect of raw material, increases.

2.6 All prices are strictly nett and exclusive of Value Added Tax.

### **3. PAYMENT TERMS**

3.1.1 The Client shall pay to Duraset Strata Control the full amount reflected in the tax invoice issued by Duraset Strata Control ,

3.1.2 Promptly upon presentation of the Provisional Invoice to the Client; in respect of cash sales before manufacture can commence

3.1.3 In the case of a Credit Approved Client, within 30 (thirty) days from the date of (the tax invoice) statement.

3.2 Payment may be transferred to the following bank accounts quoting relevant reference:

Accountholder: **DURASET STRATA CONTROL (PTY) LTD**

Bank: **ABSA BANK LIMITED**

Branch: **SANDTON**

Branch code: **631005**

Account No: **4098888204**

Swift code: **ABSAZAJJ**

3.3 A Credit Approved Client, which fails to make payment in accordance with clause 3.1.2,

(a) forfeits its right to credit facilities granted and

(b) all amounts outstanding to its account shall become immediately due and payable and

(c) interest shall be levied on overdue amounts at prime + 3%.

3.4 The Client hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods ordered by the Client at the prices agreed to by the Client and, where delivery/performance has already taken place, that the goods were inspected and that the Client is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects. All goods delivered shall be deemed to be in order as aforesaid unless the Client has given Duraset Strata Control written notification of such specific quality, quantity and or other defects within 72 (seventy-two) hours of such delivery of goods has taken place or invoice has been dispatched to the Client, whichever occurs first.

3.5 The Client agrees to pay the amount on the Tax Invoice

3.6 The Client is not entitled to set off any amount due to the Client by Duraset against any debt whatsoever.

3.7 All goods supplied by Duraset Strata Control remain the property of Duraset Strata Control until such goods have been fully paid for. Upon the delivery or tender thereof, any risk to any goods shall pass to the Client.

3.8 Duraset Strata Control shall be entitled to withdraw credit facilities for any good reason within its discretion after consultation with the Client.

3.9 The Client is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Duraset Strata Control. The Client shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Duraset Strata Control in the goods.

3.10 The Client shall be liable to Duraset Strata Control for all legal expenses on the attorney-and-own client scale incurred by Duraset Strata Control in the event of (a) any default by the Client or (b) any litigation in regard to the validity and enforceability of this agreement. The Client shall also be liable for any tracing fees, collection, commission or valuation fees incurred as well as for any costs, including stamp duties for any form of security that Duraset Strata Control may demand.

#### 4. CREDIT FACILITIES

4.1 Duraset Strata Control may, in its sole discretion, grant credit facilities to the Client

4.2 Duraset Strata Control shall have the right, in its sole discretion, to amend or withdraw any credit facilities granted to the Client, upon written notice to the Client, and any amounts then owing to Duraset Strata Control by the Client under the credit facilities will become due and payable on demand.

4.3 Duraset Strata Control shall have the right, in its sole discretion, to use and to disclose to any source any personal information provided to it for the purpose of evaluating the Client's credit-worthiness and protecting Duraset Strata Control's credit risk and the Client hereby consents to such use and disclosure.

#### 5. DELIVERY

5.1 Duraset Strata Control shall provide the lead times of delivery of Goods in good faith and shall not be liable to the Client for any subsequent variations.

5.2 Duraset Strata Control shall be entitled, in its sole discretion, to split the delivery of Goods in quantities, on the dates and at the times it decides, and to invoice separately each delivery actually made.

5.3 Any delivery of Goods by Duraset Strata Control to the Client shall be deemed to be completed when the Goods are off-loaded at the delivery address of the Client, failing which, the premises of the Client, or when the Goods are handed over to the third party engaged to transport the Goods on behalf of the Client in terms of clause 6.3.

5.4 The Client shall provide suitable access roads to and level ground at the point of off-loading at the delivery address or premises of the Client.

5.5 Delivery will be in full economical loads and at one point only.

5.6 If Duraset Strata Control agrees to engage a third party to transport the Goods, Duraset Strata Control is hereby authorised to engage, at the cost of the Client, such third party on the Client's behalf and on the terms deemed fit by Duraset Strata Control. The Client indemnifies Duraset Strata Control and holds it harmless against any claims that may arise from such agreement.

5.7 The signature of any employee or representative of the Client on Duraset Strata Control's Delivery Note (copy or original) shall be prima facie proof that the type and quantity of Goods, manufactured to the correct specifications, were properly delivered to and accepted by the Client.

5.8 Where Duraset Strata Control is ready to deliver the goods manufactured for a Client and informs the Client that it is ready to deliver the goods or proceeds to deliver the goods, and the customer delays, fails, refuses, or neglects to accept delivery, or is not available to accept delivery or frustrates the delivery of the goods, then delivery shall be deemed to have taken place on the earlier of the date Duraset Strata Control informs the Client that it is ready to deliver the goods or on the date the transporter truck is refused entry into, or is otherwise impeded from entering, the Client's premises, or the designated delivery point if applicable ("Deemed Delivery Date")

## 6. RETURN OF GOODS AND GUARANTEES

6.1 The Client shall not be entitled to return any Goods.

6.2 Duraset Strata Control shall not be liable for any consequential damages or indirect liability of any nature.

6.3 Duraset Strata Control shall not be liable for any damage arising from any misuse of the goods.

6.4 Refer to 3.4

## 7. RISK

7.1 The risk of damage or destruction or theft of goods shall pass to the Client on tender of delivery and the Client undertakes to comprehensively insure the goods until paid for in full.

7.2 The Client indemnifies Duraset Strata Control in respect of damage to any goods not installed according to specifications.

7.3 The Client has the duty to ensure that it is acquainted with installation procedures and that same is met, and Duraset Strata Control has no obligation with this regard.

## 8. WARRANTY

8.1 Duraset Strata Control warrants that the Goods shall be manufactured in accordance with South African Bureau of Standards accredited processes.

8.2 All other warranties, whether express or implied, including any warranty that the Goods are fit for a particular purpose, including the purpose for which they were ordered, are hereby specifically excluded.

8.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect. No agreement, whether consensual or unilateral or bilateral, purporting to obligate Duraset Strata Control to sign a written agreement to amend, alter, vary, delete, add to or cancel these terms and conditions shall be of any force and effect.

## 9. EXCLUSION OF LIABILITY

9.1 Duraset Strata Control shall not be liable to the Client for any loss or damage arising out of the improper or negligent use of Goods, and the Client indemnifies Duraset Strata Control against any claims arising from the use of the Goods by third parties.

9.2 Duraset Strata Control shall not be liable to the Client for any loss resulting from the delay in or cancellation of the Client's order arising from a cause beyond Duraset Strata Control's control, including but not limited to, inability to secure labour, power, supplies, computer services, act of God, force majeure, supervening impossibility, war, civil disturbance, riot, state of emergency, state of national disaster, strike, lockout, other labour disputes, fire, flood, drought or legislation. Duraset Strata Control shall not be liable for any negligent or innocent misrepresentation made by it or its employees.

9.3 Duraset Strata Control shall not be liable under any circumstances for any special, indirect or consequential damages, including but not limited to, loss of profit.

9.4 Duraset Strata Control will not be bound by any contracts entered into by the Client prior to signing the Credit Agreement or thereafter for the timeous due and proper fulfillment of their duties towards other contractors and any term and condition contrary to the terms and conditions contained in these Terms and Conditions will be of no force and effect against Duraset Strata Control.

## 10. BREACH

10.1 If the Client has not paid Duraset Strata Control in full by the due date or breaches any other term of these Terms and Conditions, or if Duraset Strata Control receives information relating to any application for the liquidation, sequestration, or Business Rescue Proceedings, any compromise with creditors or any execution against the assets of the Client, then Duraset Strata Control shall have the right, in its sole discretion and without prejudice to any other right it may have in law:

10.1.1 to cancel the contract;

**DURASET STRATA CONTROL (Pty) Ltd.**

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10.1.2 to institute action to recover any outstanding amounts, which shall be immediately due and payable, and/or damages, and or:

10.1.3 to stop or suspend supply of Goods and to demand payment for Goods manufactured and/or awaiting delivery

10.1.4 to invoice Client for raw material purchased and/or any goods manufactured on the basis of orders received from the customer (also including material and conversion costs ordered for the manufacturing process of this customer order).

**11 COSTS**

11.1 The Client shall be liable to Duraset Strata Control for all legal expenses on the attorney and own client scale incurred by Duraset Strata Control in the event of any default by the Client or any litigation in regard to the validity and enforceability of these Terms

11.2 The Client shall be liable for any tracing fees, collection commission or valuation fees incurred as well as for any costs that Duraset Strata Control may demand.

**12 RIGHT TO UPDATE**

12.1 Duraset Strata Control reserves the right to update these Terms and Conditions.