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| <b>Terms and Conditions of Sale</b> |
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- 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by ALLBRO INDUSTRIES. Settlement is affected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to ALLBRO INDUSTRIES free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by ALLBRO INDUSTRIES is entirely at the discretion of ALLBRO INDUSTRIES and may be withdrawn at any time.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from ALLBRO INDUSTRIES, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
  - 1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
  - 1.2.2 Both THE APPLICANT and ALLBRO INDUSTRIES shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
  - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
2. **Change of address**  
THE APPLICANT undertakes to notify ALLBRO INDUSTRIES in writing within 7 (seven) days of any change of address.
3. **Change of ownership**  
THE APPLICANT undertakes to notify ALLBRO INDUSTRIES, in writing, within twenty days of any change in ownership of THE APPLICANTS business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to ALLBRO INDUSTRIES.
4. **Domicilium**  
THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. **Consent to sharing information and retention periods**
  - 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that ALLBRO INDUSTRIES has consent to:-
    - 5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANTS in terms of this agreement.
    - 5.1.2 ALLBRO INDUSTRIES may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANTS of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
    - 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to ALLBRO INDUSTRIES, ALLBRO INDUSTRIES may record THE APPLICANTS non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
  - 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
  - 5.3 ALLBRO INDUSTRIES is required to collect, process and share THE APPLICANTS personal information. THE APPLICANTS personal information is collected and processed by ALLBRO INDUSTRIES staff, representatives and sub-contractors and ALLBRO INDUSTRIES makes every effort to protect and secure THE APPLICANTS personal information. THE APPLICANT is entitled at any time to request access to the information ALLBRO INDUSTRIES has collected, processed and shared.
6. **Pricing increments**
  - 6.1 Prices quoted by ALLBRO INDUSTRIES are determined from time to time and are subject to increases, at the discretion of ALLBRO INDUSTRIES. ALLBRO INDUSTRIES shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
  - 6.2 All prices are quoted ex-works and where ALLBRO INDUSTRIES has undertaken to provide or arrange carriage from its works to the place of delivery specified by THE APPLICANT such carriage shall be charged in addition to the price unless otherwise expressly agreed by ALLBRO INDUSTRIES in writing. Notwithstanding the foregoing, should any price quoted by ALLBRO INDUSTRIES include transport to THE APPLICANT, and should transportation rates increase between the date of dispatch of the goods, such increase shall be for the account of THE APPLICANT.
7. **Valid orders**  
In the event of any order being given to ALLBRO INDUSTRIES on an order form reflecting THE APPLICANTS name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
8. **Delivery**
  - 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on ALLBRO INDUSTRIES official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
  - 8.2 Any delivery date stated on any order confirmation is approximate only. ALLBRO INDUSTRIES shall not be bound by that date but will make all reasonable efforts to deliver by that date.
  - 8.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.
  - 8.4 Whilst ALLBRO INDUSTRIES will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.

- 8.5 ALLBRO INDUSTRIES shall be entitled to:
- 8.5.1 Suspend delivery in respect of any order (or part thereof) without assigning reasons therefore;
  - 8.5.2 Deliver the goods in any one or more consignments; or
  - 8.5.3 Deliver the goods in advance of the estimated date.
- 8.6 The risk in and to the goods shall pass from ALLBRO INDUSTRIES to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of ALLBRO INDUSTRIES delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by ALLBRO INDUSTRIES. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

**9. Warranties**

- 9.1 Goods are guaranteed according to either ALLBRO INDUSTRIES specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of ALLBRO INDUSTRIES not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE APPLICANT by ALLBRO INDUSTRIES be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact ALLBRO INDUSTRIES within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to ALLBRO INDUSTRIES, where applicable.
- 9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by ALLBRO INDUSTRIES.
- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of ALLBRO INDUSTRIES are not covered in any warranties.
- 9.5 Should ALLBRO INDUSTRIES find no fault with the returned goods, this will be returned to THE APPLICANT, and a 20% handling fee will be charged.
- 9.6 Where goods were ordered incorrectly by THE APPLICANT and then returned to ALLBRO INDUSTRIES, a 20% penalty fee will be charged.
- 9.7 Where goods were ordered by THE APPLICANT and THE APPLICANT does not collect the goods after THE APPLICANT has been informed that the order is ready for collection, a 20% penalty fee will be charged.
- 9.8 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to ALLBRO INDUSTRIES may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

**10. Copyright**

THE APPLICANT acknowledges ALLBRO INDUSTRIES intellectual property rights in the goods and shall not infringe such intellectual property rights.

**11. Payment to ALLBRO INDUSTRIES**

ALLBRO INDUSTRIES does not appoint the Post Office as its agents for payments by post. All payments shall be made to ALLBRO INDUSTRIES place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to ALLBRO INDUSTRIES for payment. Should ALLBRO INDUSTRIES at any time advise THE APPLICANT of any change to ALLBRO INDUSTRIES banking account details THE APPLICANT shall confirm such change with a Manager of ALLBRO INDUSTRIES before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging ALLBRO INDUSTRIES to afford THE APPLICANT any such indulgence to effect payment after due date.

**12. Reservation of ownership**

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in ALLBRO INDUSTRIES. ALLBRO INDUSTRIES shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by ALLBRO INDUSTRIES. THE APPLICANT hereby waives any right it may have for a spoliation order against ALLBRO INDUSTRIES in the event that ALLBRO INDUSTRIES takes possession of any goods.

**13. Responsibility for losses, damages or delays**

13.1 ALLBRO INDUSTRIES will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of ALLBRO INDUSTRIES.

13.2 ALLBRO INDUSTRIES provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

**14. Defaulting in payment**

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

**15. Interest on overdue accounts**

ALLBRO INDUSTRIES shall be entitled to charge THE APPLICANT interest at the rate of 2% (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as ALLBRO INDUSTRIES affording THE APPLICANT any indulgence to make payment after due date.

**16. Proof of Claims**

A certificate signed by a manager or any director of ALLBRO INDUSTRIES - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to ALLBRO INDUSTRIES, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANTS dealings with ALLBRO INDUSTRIES, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.



**17. Consent to jurisdiction**

Notwithstanding the amount which may at any time be owing by THE APPLICANT to ALLBRO INDUSTRIES, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by ALLBRO INDUSTRIES against THE APPLICANT arising out of any transaction between the parties, it being recorded that ALLBRO INDUSTRIES shall be entitled, but not obliged, to bring any action or proceeding in the said court.

**18. Recovery of legal /collection costs**

Should ALLBRO INDUSTRIES instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of ALLBRO INDUSTRIES rights, ALLBRO INDUSTRIES shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

**19. Non-waiver of rights**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of ALLBRO INDUSTRIES shall not in any way operate as or be deemed to be a waiver by ALLBRO INDUSTRIES of any rights under this contract or be construed as a novation thereof.

**20. Severability of clauses**

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

**21. Entire agreement**

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.