

STANDARD TERMS AND CONDITIONS OF SALE

1) DEFINITIONS:

- a) "Company" shall mean Air Dynamic Fans (Pty) Ltd, or its successor in title.
- b) "Contract" shall mean:
 1. Any contract for the sale of any goods by the Company to the Customer; or
 2. The provision of any service by the Company to the Customer; or
 3. The undertaking of any work by the Company for the Customer, whether such contract arises out of: any offer made by the Company and accepted by the Customer; or
 4. Any offer made by the Customer and accepted by the Company, including any such offer made by the Customer in response to a quotation by the Company "CPA" shall mean the Consumer Protection Act 68 of 2008
- c) "Customer" shall mean any person, (whether natural or juristic); government department, institution or commission, of whatsoever nature, to whom/which the Company agrees to provide services and/or goods.
- d) "Head Office" shall mean the principal place of business of the Company within the magisterial district of Alberton.

2) APPLICATION:

- a) These terms and conditions shall apply to any Contract and no alteration or variation thereof shall be of any force or effect unless agreed to in writing and signed by a director of the Company or by an employee of the Company authorized to sign on behalf of the Company.
- b) A contract shall be deemed to have been concluded at the Head Office of the Company irrespective of the circumstances surrounding or giving rise to such contract.
- c) The Customer renounces, waives and abandons any terms and conditions set out in any documents which are in conflict with the terms and conditions set out in this document.

3) PRICE AND PAYMENT:

- a) The price of the goods, services, and work undertaken shall be the price reflected on the quotation by the Company.
- b) No discount on the contract price shall be allowed unless agreed thereto in writing by the Company and subject always to the condition that should the Price not be paid on or before due date such discount shall be disallowed.
- c) The validity period of the quoted price shall be reflected on the quotation by the Company:
 - 1) After the expiry date of the validity period of the quoted price, the Company reserves its rights to escalate the quoted price accordingly as it may be necessary.
- d) The contract price shall be paid by the Customer:
 - 1) In South African currency free of bank and other charges at such address in the Republic as the Company may require.
 - 2) Without any deduction or set-off on presentation of invoice, or within 30 days of the Company's statement of account in respect of any contract concluded during the calendar month.
- e) The Company reserves the right to stop supply any further goods if payments are outstanding beyond 60 days.
- f) The Customer shall be liable for all administration fees and other ancillary cost on all amounts which remains unpaid after becoming due and payable.
- g) Legal recourse as provided under Clause: 11 herein will be taken to ensure that payment is secured in the event that the Customer fails to comply with the abovementioned.

4) CASH SALE ORDERS:

- a) All non-account holders will be liable to pay cash for goods purchased:
 - 1) Goods will not be released until full payment is reflected & secured in the Company's bank account.
 - 2) Only EFT and cash will be accepted as means of payment.
 - 3) A proof of payment slip will not be sufficient to release any goods unless the abovementioned requirements are adhered to.
- b) The Company will not be liable for goods that have been paid for and left with the Company for more than 60 days.
- c) Cancellation of orders after manufacturing will result in a penalty payable by the Customer.
- d) The Company reserves the right to withhold manufacturing of any order if an agreed deposit by the Customer is not reflected in the Company's bank account.

5) DELIVERY:

- a) Delivery shall be completed when the goods purchased from the Company are handed to the purchaser or his agent, or when the Company has undertaken to install the goods or undertake work, delivery shall be completed when the goods are brought onto the site where the installation or work in question is to be done and all risk in and to the goods shall pass to the Customer upon delivery.
- b) Should the Company agree to effect transportation of any goods on behalf of the Customer, it shall be entitled as the Customer's duly authorized agent to engage a carrier of its choice and on such terms and conditions as it deem fit; in which event such carrier shall be the agent of the Customer.
- c) The Customer indemnifies the Company against all claims of any nature whatsoever which may be made against it by such carrier and the cost of such carriage shall be borne by the Customer unless otherwise specified on the quotation by the Company.
- d) Time in respect of delivery shall not be of the essence of any contract and notwithstanding anything to the contrary herein contained, the Company's obligation to deliver goods shall in all cases be subject to the availability of the material or goods in question.
- e) Should the Customer refuse to accept goods from the Company, or should the Customer fail to remove goods from the Company where the Company has not agreed to deliver or install the same and the Customer has been notified that they are available for collection by the Customer, the Company shall be entitled to store the goods at the Customer's risk.

6) OWNERSHIP:

- a) Notwithstanding the fact of delivery and/or installation of goods to the Customer, ownership therein shall remain the sole property of the Company until the full payment of the goods based on the agreed contract/quoted price is received from the Customer.

7) WARRANTIES:

- a) The Company shall warrant the machinery of its own manufacture against defect in material and workmanship, arising under normal use and maintenance (fair wear and tear expected) for a period of one year from date of invoice. Concurrent to the above warranty, the Company shall provide a six month warranty in relation to such machinery in terms of the CPA to the extent that the CPA applies.
- b) The Customer shall return the defective goods or part, transportation prepaid, to the Company for repair or replacement.
- c) The Company's obligation under this warranty is limited to supplying without charge, any part which proves faulty under normal working conditions and excludes costs of dismantling or refitting the goods.
- d) It is a condition precedent to the Company's liability in terms of this warranty that if any such defect arises, the Customer shall inform the Company in writing thereof, stating the nature of the defect and circumstances in which it arose within fourteen days of discovery of the defect.
- e) The Company's warranty does not extend to cover any components or parts not manufactured by it.
- f) The Company reserves the right to reject warranty claims if the outcome is based on inflicted damage, negligence, non-maintenance or incorrect installation methods on any goods.

8) EXCHANGES AND RETURNS:

- a) Exchange of goods will only apply to standard goods and not custom built goods to suit individual and specific requirements.
- b) Should the standard goods purchased by the Customer be incorrect in selection or specification, the Company will exchange the goods for another which meets the Customer's expectation, provided it is exchanged within fourteen days in its original and unused condition.
- c) Should the goods be returned due to non-satisfaction of the product and the Customer requires a refund:
 - 1) Subject to the provisions of the CPA, if applicable, the Company will at its discretion refund the Customer the contract price of the goods less a minimum of 15% handling fees, further subject to the goods being returned in its original condition and packaging.
 - 2) Subject to the provisions of the CPA, if applicable, should the goods be returned after fourteen days, the Customer will be liable to pay a minimum of 15% handling fees based on the agreed contract price of the goods.
 - 3) Subject to the provisions of the CPA, if applicable, exchanges will not be accepted if the goods show signs of usage, inflicted damage or negligence.

9) EXCLUSIONS OF LIABILITY:

- a) The Company shall in no circumstances be liable to the Customer, any of its servants, agents, employees or Customers, for any loss or damage of whatsoever nature or however arising including consequential or special damages or loss of profit which may arise from:
 - 1) Any breach by the Company of its obligation under the contract.
 - 2) Any defects in goods or material (whether latent or patent) or workmanship.
 - 3) Any other cause.

10) REMEDIES:

- a) Should the Customer fail to pay any amount owed by it to the Company on or before the due date, then without prejudice to any other rights which the Company may have in terms hereof, it shall be entitled to withhold the performance of any other obligations owed by it to the Customer.
- b) Without prejudice to any other rights which the Company may have, it shall be entitled in relation to any Contract to claim performance of the Customer's obligation there under, or, alternatively to cancel any contract and claim such damages as it may have suffered as a result thereof in the event of the Customer:
 - 1. Committing any breach of the terms and conditions hereof or of any other contract entered into between the Company and the Customer;
 - 2. Being provisionally or finally sequestrated, wound up or placed under judicial management (as the case may be), placed under business rescue or committing an act of insolvency.
- c) The Company shall not be obliged to give notice to the Customer prior to the exercise of its rights in terms of this clause.
- d) In the event of the Company being entitled to exercise any rights as contemplated in clause above all amounts owed by Customer to the Company shall immediately become due and payable.
- e) No relaxation which the Company may have permitted on any occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of the Company's rights to enforce those obligations on any subsequent occasion.

11) ARBITRATION:

- a) Any dispute arising from or in connection with this Contract shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation.

12) GENERAL:

- a) The heading contained in these terms and conditions are inserted for convenience only and shall not affect the interpretation hereof.
- b) The law applicable to the interpretation and enforcement of this contract shall be the law of the Republic of South Africa.
- c) In the event of the Company having to institute arbitration proceedings against the Customer to enforce or protect its rights in terms hereof:
 - 1) The Customer agrees that it shall be liable to pay all costs and expenses in relation to such proceedings, including legal costs on the scale as between attorney and client and collection commission.
 - 2) The Customer chooses as its *domcilium citandi et executandi* 09 Union Street, Alberton North, Gauteng, South Africa.
- d) Should anyone or more of the terms contained herein be unenforceable then the remaining terms which are not affected shall be of full force and effect.