

Conditions of Sale

Bader SA (PTY) Ltd., P.O. Box 911-875, Rosslyn 0200, Stand 232,
3rd Street, Ga-Rankuwa Industrial, North West Region, South Africa



1. Relevant Conditions

- 1.1 The legal contractual relationship between the Customer and a member of the Bader Group of Companies (hereinafter referred to as the "Supplier") in relation to the subject matter of any supply of goods and services shall be governed by the terms and conditions of this agreement and none of the terms and conditions in the Customer's order or in any other document given by the Customer to the Supplier which are inconsistent with the terms and conditions of this agreement shall be of any force and effect unless agreed to in writing by the Supplier.
- 1.2 The terms and conditions of this agreement shall be in writing only and shall constitute the entire agreement between the parties, and all representations, warranties or undertakings of any nature given by the Supplier to the Customer in relation to the goods or services, not recorded in writing in this agreement shall not be binding on the Supplier.
- 1.3 All prices, written matter, and drawings contained in any of the Supplier's catalogues, price lists or any advertisements in whatsoever form are approximate representations only and are not binding in detail including but not limited to dimensions, measurements, weights, quantities and colours.
- 1.4 All amendments and supplements to the written agreement must be in writing and signed by the Customer and the Supplier.

2. Offers, Orders

The Supplier's response to an enquiry of the Customer shall not be binding on the Supplier until the Customer's formal order in respect of the enquiry is accepted in writing and signed by the Supplier.

3. Prices, Shipping, Packaging

- 3.1 To the extent not specified to the contrary, the prices shall not include packaging, delivery and insurance costs to the principal place of business of the Customer.
- 3.2 The goods shall be packed in accordance with usual and prudent business practice unless the Customer stipulates a specific form of packaging and shall be charged to the Customer at the Supplier's cost.
- 3.3 Delivery shall be made by the Supplier at its works at Ga-Rankuwa.

4. Delivery Dates and Deadlines

- 4.1 The delivery dates and deadline shall always be approximations only.
- 4.2 The Supplier shall have the right to effect delivery in instalments.
- 4.3 The increased costs occasioned by a delay in the delivery date for any reason whatsoever other than a delay caused solely by the supplier shall be borne by the Customer.
- 4.4 Notwithstanding any specific agreement to the contrary, the Supplier shall be entitled at its election to terminate this agreement or to a reasonable extension of time to comply with its obligations if delayed by vis major or by reason of directions of the Customer, civil commotion, local combination of workmen, strike or lock-out and causes beyond the control of the Supplier and shall not be liable to the Customer by reason of such termination or delay. Further, any time limits shall be extended automatically by the length of the period between the date of this agreement and receipt by the Supplier from the Customer of all data and information required by the Supplier to proceed without interruption to completion of the agreement.

5. Transfer of Risk and Ownership

- 5.1 Ownership in the goods shall not pass to the Customer until payment of the price has been made in full but the risk in specific goods shall pass to the Customer on acceptance by the Supplier of the Customer's order, and in unascertained goods on their appropriation by the Supplier to this agreement.
- 5.2 For as long as the Supplier retains ownership in the goods delivered -
 - 5.2.1 the Customer shall have no right to dispose of or part with possession of the goods whether by way of sale or pledge or otherwise and in the event of the goods being interfered with by any third party, the Customer shall immediately notify the Supplier by way of telephone or fax or electronic communication. The cost incurred in any action to prevent the interference shall be paid by the Customer on demand and the Supplier shall cede its claim for costs against the third party to the Customer;
 - 5.2.2 the Customer shall be obliged to insure the goods for the full price against the usual risk and to maintain the goods in good order and condition. Monies received under the insurance policy shall be applied first in payment of the price to the Supplier.

6. Notice of Defects

- 6.1 The Supplier warrants that all goods manufactured by it shall be free from defects in materials and workmanship under normal and proper use and service. The total liability of the Supplier under this agreement shall be limited to repairing or replacing at its election any defective goods of which the Supplier is notified in writing within 8 (eight) days of receiving delivery of the goods.
- 6.2 The repair or replacement shall be undertaken free of charge to the Customer except for labour, transport and travelling charges.
- 6.3 The Customer shall not have the benefit of this warranty if the Customer is in breach of any of the terms of this agreement or if any repairs or alterations to the goods are carried out by the Customer or third party without the Supplier's consent or if a defect is due in whole or in part to misuse of the goods or any cause beyond the control of the Supplier.
- 6.4 The above warranty is given and accepted in lieu of all other expressed or implied warranties.

7. Payment

- 7.1 Payment of the price shall be made in full at the principal place of business of the Supplier within 30 (thirty) days of the date of invoice and shall not be capable of set off or any other deduction.
- 7.2 Payment by cheque or by bank transfer shall not be regarded as payment until the Supplier's bank account has been credited with the amount of the payment.
- 7.3 Interest will be charged and payable on all overdue amounts at 4% (four percentum) above the prime overdraft rate as determined by the Standard Bank Limited from time to time.
- 7.4 In the event of the Customer failing to make any payment to the Supplier on due date in respect of this agreement or any other agreement with the Supplier, including the dishonour of any bill of exchange delivered by the Customer to the Supplier in respect thereof, the Supplier shall have the right to cancel this agreement summarily or to vary the terms of payment to cash on delivery.

8. Limitation of Liability

- 8.1 The Supplier shall not incur any liability for consequential damages in respect of this agreement.
- 8.2 Save as set out in this agreement, the Customer shall not acquire any other claim against the Supplier flowing directly or indirectly from this agreement whether due to acts or omissions constituting gross negligence or otherwise of the Supplier, or of its employees, or agents or any other person for whom the Supplier may be held liable.

9. Applicable Law and Place of Performance

- 9.1 South African Law shall exclusively govern this agreement.
- 9.2 Place of Performance and delivery shall be ex works the Supplier's premises in Ga-Rankuwa.