

STANDARD CONDITIONS OF SALE**M2G INDUSTRY (PTY) LTD****1 DEFINITION**

- 1.1 SUPPLIER means M2G INDUSTRY (PTY) Ltd
- 1.2 PURCHASER means legal entity or company described in the client information or the relevant debtor account.
- 1.3 ORDER means any request for goods by the PURCHASER communicated to the SUPPLIER in writing
- 1.4 PRICE means the ruling list price at the time of an accepted order

2 CONDITIONS OF SUPPLY

Notwithstanding any other provision herein to the contrary, the SUPPLIER's obligation to deliver the goods shall in all cases be subject to the following conditions, which until fulfilment thereof shall entitle the SUPPLIER to suspend or refuse delivery without the PURCHASER having any recourse against the SUPPLIER:

- 2.1.1 The availability to the SUPPLIER of the goods from the manufacturer thereof;
- 2.1.2 The timeous receipt by the SUPPLIER of any Instructions, including drawings or specifications, required by the SUPPLIER from the PURCHASER for the supply of the goods;
- 2.1.3 The availability of sufficient Inventory in the SUPPLIERS premises for the supply of the goods;
- 2.1.4 The SUPPLIER being satisfied as to the PURCHASERS solvency and ability and readiness to pay for the goods to be delivered within the time and manner prescribed in terms of this agreement.
- 2.1.5 The PURCHASER not being in breach of any terms or conditions of this Agreement.

3 DELIVERY AND/OR COLLECTION

- 3.1 The SUPPLIER shall use Its best endeavours to effect delivery of all goods on the estimated date of delivery. The PURCHASER shall have no claims against the SUPPLIER on account of delays in effecting delivery, partial delivery or non-delivery, for any damages suffered, whether consequential or not, and the PURCHASER shall not be entitled to withhold or defer any payment due in terms hereof.
- 3.2 Should the SUPPLIER, at the PURCHASER'S request, agree to engage a carrier to transport the goods for the PURCHASER then the SUPPLIER is authorised to engage a carrier on any terms and conditions as the SUPPLIER deems fit and the PURCHASER shall indemnify the SUPPLIER against all claims which may be made against the SUPPLIER or its associates by the carrier so engaged and all liability which the SUPPLIER may incur arising out of the transportation of the goods. Cost of courier will be at the PURCHASER'S expense.
- 3.3 Delivery of goods by the SUPPLIER to the PURCHASER shall be effected when:
 - 3.3.1 goods are off-loaded at the delivery destination, if the goods are transported by the SUPPLIER; or by courier
 - 3.3.2 goods are loaded onto the transporting vehicle of a third party at the SUPPLIER'S premises. (collection)

4 CLAIMS

The PURCHASER shall be obliged to inspect the goods upon delivery and shall immediately endorse the delivery note as to any missing. Damaged or defective goods must be reported in writing within 7 days of the delivery date. The endorsement of any employee or agent of the PURCHASER, or of any person found at the premises to which the goods are delivered which appears on the delivery note irrespective of its wording, will constitute sufficient evidence of the delivery of the goods purchased, which shall be deemed to be complete, in good condition and without defects unless proved to the contrary by the PURCHASER.

5 RETURN OF GOODS

If in the exercise of its discretion the SUPPLIER should agree, at the request of the PURCHASER, to accept the return of any goods for credit which goods were correctly supplied by SUPPLIER, and are not faulty or subject to any claim, then the SUPPLIER shall be entitled without the necessity of any further agreement, to claim from the PURCHASER a handling charge of 20% of the value of the Invoice price of the goods so returned. The handling charge shall immediately become due and payable by the PURCHASER. Goods must be returned directly to the SUPPLIER'S place of business from where the goods were ordered by the PURCHASER, at the PURCHASER'S cost.

6 RISK

Irrespective of when ownership of goods passes to the PURCHASER all risks shall pass from the SUPPLIER to the PURCHASER who will thereafter be responsible for all loss or damage to the goods however arising:

- 6.1 where the SUPPLIER transports the goods the risk shall pass upon off-loading of the goods from the SUPPLIERS vehicle at the delivery destination;
- 6.2 where the SUPPLIER arranges a third party to transport the goods to the delivery destination at the PURCHASERS request, the risk shall transfer upon despatch of the goods from the premises of the SUPPLIER.

7 OWNERSHIP

Ownership of the goods shall pass to the PURCHASER on payment in full of the purchase price for the goods to the SUPPLIER.

8 PRICES

- 8.1.1 Unless otherwise specified or quoted in writing by the SUPPLIER:
- 8.1.2 orders are accepted by the SUPPLIER subject to the SUPPLIER's current price ruling on the date upon which the order has been accepted, less any discounts authorised by the SUPPLIER in writing;
- 8.1.3 all prices are specified ex-factory and are strictly net of value added tax, or any other ancillary cost, such as packaging, carriage or freight costs.

9 PAYMENT

- 9.1 Goods that are available in stock are to be paid in full before collection or delivery.
Non-stock items require 50% deposit to secure order, and the 50% balance is payable within 5 business days of goods being ready for dispatch. Failing this, the SUPPLIER reserves the right to use the stock.
- 9.2 The full purchase price for the goods stated on the SUPPLIER's invoice shall be paid by the PURCHASER without any deduction, save for the discounts allowed in terms of clause 10 below, within the due date for payment specified in the quote.
- 9.3 Under no circumstances shall any payment be deemed to have been received by the SUPPLIER, until the SUPPLIER is actually in possession thereof.
- 9.4 In regard to any order of goods, if more than one delivery is to be made, then each delivery may be invoiced separately but payment shall still be effected by the PURCHASER in accordance with clause 9.1 below.
- 9.5 Any promissory note, bill of exchange, or other negotiable instruments received by the SUPPLIER from the PURCHASER shall not be a novation of the debt for which it is given and the PURCHASER waives presentment, notice of dishonour and protest, where applicable.
- 9.6 The SUPPLIER reserves the right to make processing of the goods at the PURCHASERS request and on his instruction subject to the receipt of a deposit, to be determined by the SUPPLIER and to be retained by the SUPPLIER and deducted from the purchase price of the goods. The deposit shall not attract interest and is not refundable. It is a part-payment.
- 9.7 In the event that the PURCHASER fails to pay any amount that is due and owing to the SUPPLIER, which action amounts to breach of this Agreement, then the SUPPLIER shall have the right to enforce the relevant provisions of this Agreement
- 9.8 Should the PURCHASER default on the agreement to pay the balance of the amounts owing/outstanding to trigger collection or delivery, then the SUPPLIER reserves the right to retain the deposit indefinitely, and to use or sell the goods.
- 9.9 Invoice payment is due on the due date stated on your invoice. M2G INDUSTRY shall be entitled to charge, in which event the Customer shall be liable to pay, interest on all overdue amounts at the rate of 5% (five percent) per month., calculated and compounded monthly in arrears from due date to date of payment thereof, plus the difference in exchange rate from the date the goods are available for collection to the date of the late payment.

10 DISCOUNTS

- 10.1 Unless otherwise specified by the SUPPLIER in writing, prices are not subject to any discounts, whether for prompt settlement, loyalty, quantity purchasing or otherwise.
- 10.2 If any discounts have been agreed to in writing, such discounts shall be Irrevocably forfeited if payment of the purchase price is not received by the SUPPLIER on due date thereof. Discounts shall only be applicable to the net price of the goods, exclusive of value added tax.

11 CONFIDENTIALITY

The PURCHASER acknowledges that all information of or concerning the product disclosed by the SUPPLIER is confidential and, having been imparted by the SUPPLIER in trust for the sole use of the PURCHASER, the PURCHASER accordingly undertakes not to divulge or allow such confidential information to be divulged to any third parties without prior written consent of the SUPPLIER.

12 WARRANTIES

- 12.1.1 All goods are sold "voetstoots", without warranty against latent defects
- 12.2 No warranties or representations, expressed, implied or tacit, whether by law, contract or otherwise and whether inducing the PURCHASER to the contract or concerning the product shall be binding on the SUPPLIER, and no liability whatsoever shall arise on the part of the SUPPLIER in respect thereof.

13 EXEMPTIONS & INDEMNITIES

- 13.1 The PURCHASER shall have no claim of any nature whether contractual or for damages consequential or otherwise against the SUPPLIER, on account of any loss or damage sustained by the PURCHASER or the PURCHASERS associates of any nature whatsoever, or howsoever caused, even though the negligent act or omission of the SUPPLIER.
- 13.2 The SUPPLIERS liability to the PURCHASER for any damage sustained by the PURCHASER from any cause whatsoever including any damages arising out of the SUPPLIERS negligence or that of its servants, agents or subcontractors, shall in any event under all circumstances be limited, at the option of the SUPPLIER, to either the replacement of the goods which at the date of delivery thereof are subject to a patent defect arising from defective materials or workmanship at the SUPPLIERS premises or refund of the actual price paid for such goods. Insofar as any of the SUPPLIERS obligations under this Agreement are carried out by any of its servants, subcontractors, associates or subsidiaries, the provisions of this clause are for their benefit as well as the SUPPLIERS and each of them shall be exempted accordingly.

14 BREACH

If the PURCHASER:

- 14.1 commits a breach of any of the terms or conditions of this Agreement or has failed to remedy the breach with 7 (seven) days of receipt of a written notice from the SUPPLIER requesting the PURCHASER to do so; or
- 14.2 being an individual, dies or is provisionally or finally sequestrated or surrenders or makes application to surrender his estate; or being a partnership is terminated or sequestrated; or being a company or close corporation is placed under provisional or final order of liquidation or judicial management; or
- 14.3 has a judgement recorded against it which remains unsatisfied for a period of 7 (seven) days; or compromises or attempts to compromise generally with any of the PURCHASERS creditors; or
- 14.4 fails to provide guarantees or security to the reasonable satisfaction of the SUPPLIER when called upon to do so,

The SUPPLIER shall have the right, without prejudice to any other which it may have against the PURCHASER, to elect to:

- 14.5 treat as immediately due and payable all outstanding amounts which would otherwise become due and payable under this Agreement and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder until the PURCHASER has remedied;
- 14.6 cancel this Agreement and retake possession of any of the goods sold in which event all amounts owed by the PURCHASER to the SUPPLIER in terms of this Agreement shall become immediately due and payable.

15 LAW, JURISDICTION AND COSTS

- 15.1 The Agreement is governed by the laws of the Republic of South Africa and is deemed to be entered into at the place where the SUPPLIER signs acceptance of the PURCHASERS standard conditions of sale.
- 15.2 The PURCHASER shall be liable for all costs incurred by the SUPPLIER in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection commission, tracing fees and costs of an attorney and client scale, costs of counsel as on brief, whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.

16 CERTIFICATE OF INDEBTEDNESS

A certificate signed by a Director of the SUPPLIER, whose signature and appointment as such shall require no proof, reflecting the amount due and owing by the PURCHASER to the SUPPLIER at any given time shall be sufficient prima fade proof of the facts therein stated for the purpose of all legal proceedings against the PURCHASER for the recovery of the said amount.

17 DOMICILIUM

The PURCHASER nominates Its business address as set out above in this Standard `conditions of Sale as Its domicilium citandi et executandi for all purposes in connection with this Agreement.

18 NOTICES

Any notice to any party shall be addressed to it at its domicilium address as stipulated, and either sent by pre-paid registered post, or delivered by hand or sent by facsimile transmission It shall be deemed to have been received, unless the contrary is proved, on the 7" (seventh) business day after posting, the same day if delivered by hand or sent by email.

The PURCHASER must notify the SUPPLIER of any change Its domicilium to any other physical address within the Republic of South Africa, within 14 (fourteen) days of any change.

Signature-

Date
