

LEHLE ENGINEERING CC

STANDARD CONDITIONS OF PURCHASE

- 1 Unless otherwise agreed to in writing by Lehle Engineering CC (Purchaser) these conditions shall apply to all orders placed by the Purchaser for the supply of material, equipment, services or other work (referred to hereunder as "Work"). Any conditions that the Seller may seek to impose at any time shall not override these terms and conditions notwithstanding that they may purport to do so, unless expressly agreed to in writing by the Purchaser. In such an event the terms hereof shall only be varied to the express extent agreed upon.
- 2 Any tender or quotation obtained by the Purchaser shall remain valid for a period of 30 days from receipt and be accepted by the Purchaser upon the issue by the Purchase of a written order or confirmation.
- 3 The price quoted to and/or accepted by the Purchaser shall after such acceptance not be subject to any variation, fluctuation, inflation or escalation unless specifically agreed to in writing by the Purchaser.
- 4 Except for the provisions of VAT all duties, custom payments, levies, charges, surcharges, etc., will be for the Seller's account.
- 5 The Seller shall perform the Work strictly in accordance with the delivery schedule and where necessary supply the Purchaser with sufficient technical documentation, information and/or operational manuals to enable the efficient machining, manipulation, erection, installation, commissioning, operation, management and maintenance of the Work.
- 6 The Seller shall not under any circumstances be entitled to any claims for damages, cancellation or lien in the event that performance by the Purchaser is delayed by circumstances of whatever nature out of its control.
- 7 The Seller shall be responsible to repair and/or replace the Work for a period of 12 months after delivery thereof, fair wear and tear excluded. Any additional guarantee provided to the Seller by a sub-supplier shall be ceded to the Purchaser together with all documentation and information relating thereto.
- 8 Payment shall be made in accordance with the procedures as quoted or agreed upon in writing between the parties.
- 9 Prices are based upon the delivery and installation of the Work at the site or location nominated by the Purchaser.

- 10 Where commissioning forms part of the scope of the Work such shall be performed under the supervision and control of the Purchaser, but the Seller shall remain responsible for the performance of the Work.
- 11 The Seller shall remain at risk and responsible for the Work until such time as the Work is accepted by the Purchaser and confirmed in writing.
- 12 This order shall be construed and performed in accordance with the laws of the Republic of South Africa.