

LEHLE ENGINEERING CC

STANDARD CONDITIONS OF SALE

- 1 Unless otherwise agreed in writing by Lehle Engineering CC (Seller) these conditions shall apply to every order entered into by the Parties for the supply of goods, equipment, materials, provision of services or any other work (all of the relevant referred to as "Work") to be provided by the Seller in terms of such order. Any condition, term or qualification that the Purchaser may seek to impose shall not override the specific terms hereof whether introduced before or after the issue of these conditions notwithstanding that they purport to do so unless expressly agreed thereto by the Seller in writing.
- 2 The Seller's tenders, quotations or offers are valid for a period of 30 days, unless otherwise stated, from the submission thereof. No order will be binding until such time as it is confirmed in writing by the Seller.
- 3 Direct variations of the costs to the Seller to perform the Work subsequent to the date of order such as, but not limited to, costs of labour, transport, raw materials, bought-out items, taxes, etc. and rate of exchange, duties, surcharges, etc. in respect of imported goods, etc., will be for the Purchaser's account.
- 4 The Purchaser shall not be entitled to withhold payments of any amounts due and payable for whatever reason and in particular if delivery of the whole or any part of the Work is delayed for reasons outside of the control of the Seller. The Seller shall be entitled to suspend performance of the Work in the event of any amounts due and payable by the Purchaser to Seller not being paid timeously.
- 5 Should delivery or the performance of the Work by the Seller be delayed due to reasons outside of its control the Seller shall be entitled to compensation for all costs reasonably incurred due to the extended time required for delivery or performance of the Work.
- 6 Manufacturers' and/or suppliers' guarantees are deemed to be incorporated herein and shall be the sole guarantee provided by the Seller in respect of such portions of the Work. Any claims in respect thereof shall be referred to the manufacturers/suppliers for final determination to the exclusion of any liability of the Seller.
- 7 New and good quality materials will be utilized by the Seller in making the delivery or performance of the Work and the Seller shall not be liable or responsible for any loss or damages of whatever nature, direct or indirect, including penalties and liquidated damages, due to late or defective delivery,

defective, faulty or poor workmanship and materials, or to any act, default or omission of its employees, suppliers or sub-contractors. The Seller shall ex works repair or replace defective or deficient work and/or services notified in writing within the period of 3 (three) months after the date of completion, delivery and/or performance of the Work or portions thereof.

- 8 Payment due shall be made within 30 (thirty) days of receipt by the Purchaser of a statement from the Seller and no set-off, deductions for discounts, counterclaims or otherwise of whatever nature shall be made by or on behalf of the Purchaser in respect of any amounts due to the Seller. Interest at the relevant prime bank overdraft rate plus 2% (two) shall be due and payable in respect of all late payments. Such interest shall accrue automatically and no invoice shall be required for such amounts to be due and payable. Such recovery of interest shall be in addition to and not be in substitution of any other rights of recovery that the Seller may have in law.
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 - 9.1 Both the Purchaser and the Seller acknowledges that all material and information which has or will come into its possession or knowledge regarding the other party in pursuance of or in connection with this Agreement including but not limited to information about the other party's businesses, financial position, customers and operations, except material information which is readily available to the public, consists of confidential and proprietary information ("proprietary information") which if disclosed to third parties, might be damaging to the disclosing party and each party undertakes to hold all proprietary information in the strictest confidence, not to make use thereof other than in the performance of its obligations in terms of this Agreement, to release it only to employees or sub-contractors requiring such information on a "need to know" basis and not to release or disclose it to any other party.
 - 9.2 All rights to the design, copyright, and/or any other intellectual property supplied by the Seller, shall rest exclusively with the Seller notwithstanding that the use thereof shall be made available to the Purchaser pursuant to the fulfillment by the Seller of its obligations hereunder.
- 10 Unless specified otherwise in writing the prices quoted for the Work are based on delivery ex works and exclude VAT payable at the current rate prevailing at the time of invoice.
- 11 All risks in respect of the Work or part thereof pass to the Purchaser on delivery or on notice of completion thereof, whichever is the earlier. Ownership of the Work or part thereof shall pass to the Purchaser on receipt of payment therefor by the Seller.

- 12 Neither party shall be liable for any failure to perform its obligations where such performance is being delayed, hindered or prevented by any circumstances beyond the control of that party, which circumstances may include but shall not be limited to acts of God, strikes, lock-outs, fire, floods, power failures, Government directions and/or war.
- 13 No relaxation or indulgence granted the Purchaser by the Seller, nor any omission by the Seller to enforce any of its rights, shall be deemed to constitute a waiver of any such rights.
- 14 The order shall be subject to and construed in accordance with the laws of the Republic of South Africa.