

**TERMS AND CONDITIONS OF TRADE
APPLICABLE TO ALL BUSINESS TRANSACTED WITH FRASER GLOBAL
TRADING (PTY) LIMITED (Reg. No. 2011/104310/07) (FRASER GLOBAL)**

The following terms govern this quotation and any purchase order which may follow from it.

1. **The offer or tender contained herein is open for written acceptance by the CUSTOMER by the expiry date stated above unless otherwise stated, and is thereafter subject to written confirmation by FRASER GLOBAL.** The acceptance of any quotation or any order placed by the CUSTOMER shall from date of acceptance or placement be subject to the conditions stated herein unless specifically varied by FRASER GLOBAL in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the CUSTOMER'S documentation as may be in conflict herewith. Should the CUSTOMER in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the CUSTOMER, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by FRASER GLOBAL in writing with specific reference to the CUSTOMER'S contrary documentation.
- 2.1 Prices and discounts are those as stated in the current FRASER GLOBAL price list made available to all customers alternatively as stated on the relevant quotation issued to the customer where applicable. All prices are quoted nett of VAT and transport costs. All prices are based on ruling exchange rates and on the understanding that the total quantity quoted for is ordered by the CUSTOMER. Any deviation from the quantities specified shall render this quotation null and void. Accordingly FRASER GLOBAL reserves the right to change any prices and/or discounts at any time and without notice in accordance with any change in the applicable rate of exchange or quantities occurring between the date of quotation and date of delivery.
- 2.2 PAYMENT TERMS:
 - 2.2.1. Unless credit facilities have been granted to the customer all goods are sold on a strictly COD basis.
 - 2.2.2. Where credit facilities have been granted to the customer, payment of goods shall be made strictly within thirty (30) days of date of statement.
 - 2.2.3. The customer shall not under any circumstances be entitled to deduct or set off any amount from or against amounts due as indicated in the FRASER GLOBAL monthly statement unless FRASER GLOBAL has authorized such set off or deduction in writing.
 - 2.2.4. Failure to settle any statement by due date, shall entitle FRASER GLOBAL to cease all further deliveries of any orders until the entire statement has been settled in full.
3. The CUSTOMER acknowledges that FRASER GLOBAL shall have the discretion to request a payment of 50% of the value of any order on the confirmation thereof. Should the customer fail to effect payment thereof FRASER GLOBAL shall not be obliged to commence processing the order. **Payment** of any order or balance shall be paid in accordance with the terms of payment stipulated herein, alternatively as stated on any quotation and failing any such stipulation, on collection or delivery of the order. Failure to pay shall relieve FRASER GLOBAL from making further deliveries without prejudice to its entitlement to claim against the CUSTOMER for any loss or damage sustained in consequence of non – completion of contract. Failure to pay any balance owing prior to delivery shall also permit FASER GLOBAL to cancel the relevant order and retain any deposit paid in respect thereof as *rouwkoop* in addition to any rights it may have in law in consequence of the CUSTOMER'S failure to pay any balance owing. Interest at current bank rate shall be chargeable on all accounts not settled in 30 days of due date.
4. Notwithstanding delivery, or collection of any goods supplied, by FRASER GLOBAL to the CUSTOMER, ownership in those goods sold, and delivered shall only pass to the CUSTOMER when the purchase price in respect of those goods, has been paid in full. Risk in and to the goods shall, however, pass to the CUSTOMER upon delivery/collection.

5. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the CUSTOMER in good condition, whether signed by the CUSTOMER, an employee, an agent or representative of the CUSTOMER. Delivery to or collection by the CUSTOMER'S agent or carrier shall constitute delivery to the CUSTOMER.
6. Should FRASER GLOBAL agree to accept the return of any goods for credit, the CUSTOMER shall be liable to pay FRASER GLOBAL a handling charge of not less than 15% on the invoiced price of the goods so returned. Any goods returned shall be returned in its original FRASER GLOBAL packaging so as to enable traceability and full compliance by FRASER GLOBAL with the manufacturer's requirements. Any goods not returned in its original packaging shall be rejected by FRASER GLOBAL.
7. The CUSTOMER shall be precluded from raising any complaints or disputing liability to FRASER GLOBAL in any way unless it shall have notified FRASER GLOBAL of its complaints or grounds of dispute in writing within 7 days of receipt of the goods in question. Notwithstanding the timeous raising of a complaint or dispute of liability by the CUSTOMER, the CUSTOMER shall, under no circumstances, be entitled to withhold payment in respect of the goods from FRASER GLOBAL pending the resolution of such dispute or complaint.
8. Notwithstanding any other provision to the contrary, the obligation to deliver goods shall in all cases be subject to the following conditions precedent:-
 - 8.1 The availability to FRASER GLOBAL of the product ordered if same is not ex stock.
 - 8.2 The timely receipt by FRASER GLOBAL of any drawings, designs, technical data and specifications that may be required by it from the CUSTOMER for the purposes of supplying the goods ordered. Provided that such drawings, designs and specifications shall be deemed to have been given to FRASER GLOBAL for the purpose of description only and shall not form part of the contract.
 - 8.3 Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only based on the latest information available to FRASER GLOBAL. Under no circumstances shall the CUSTOMER be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against FRASER GLOBAL arising from late delivery.
 - 8.4 FRASER GLOBAL shall be exempt from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss or profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the CUSTOMER may suffer as a result of any delay in delivery of the goods ordered.
 - 8.6 The CUSTOMER shall not be entitled to withhold acceptance or delay delivery of part or the whole of goods to be supplied under any order. Should the CUSTOMER withhold acceptance or delay delivery of any goods to be supplied delivery of such goods will be deemed to be effected in 48 hours from the time FRASER GLOBAL made the goods available for delivery to the CUSTOMER.
9. The CUSTOMER agrees and acknowledges that in the event of:
 - 9.1 The CUSTOMER breaching any condition contained in these conditions;
 - 9.2 The CUSTOMER failing to pay any amount due and payable on due date;
 - 9.3 The CUSTOMER'S estate being placed under any order of provisional or final sequestration, provisional or final winding up or provisional or final judicial management as the case may be;then and in that event FRASER GLOBAL shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the CUSTOMER without notice to the CUSTOMER, and to rely on the provisions of clause 4, and to re-possess those goods sold and delivered by FRASER GLOBAL to the CUSTOMER, or to claim specific performance of all of the CUSTOMER'S obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to FRASER GLOBAL'S right to claim damages.
- 10.1 Where FRASER GLOBAL is required to supply goods to the CUSTOMER'S specification and/or, those of its nominees, or goods that are not ex current stock or where the quantum of the exceeds the FRASER GLOBAL current stock (*special goods/special order*) pursuant to an accepted quotation the CUSTOMER shall become liable for any special damages or consequential loss should the CUSTOMER cancel the order for any reason whatsoever.

- 10.2 Where goods ordered are subject to the CUSTOMER'S inspection they shall be inspected at the FRASER GLOBAL works premises and such goods passed by the CUSTOMER'S shall be final. If the CUSTOMER fails to give notice of its intention to inspect goods at the time of ordering, the goods will be deemed to be in all respects in accordance with the contract and the CUSTOMER shall be bound to accept and pay for them accordingly. FRASER GLOBAL'S quoted price does not include for costs, which may be incurred in meeting CUSTOMER's special requirements for witnessed operating tests.
11. In the event of FRASER GLOBAL instituting legal action against the CUSTOMER for any purpose arising out of this agreement, the CUSTOMER shall be liable for legal costs on the scale as between attorney and own client including any tracing fees and collection commission.
12. The CUSTOMER nominates as its address for service of all notice or processes arising here from as the address reflected on the face of this document, for service upon the CUSTOMER of all notices and processes in connection with any claim for any sum due to FRASER GLOBAL arising out of any services/work/sales rendered by FRASER GLOBAL to the CUSTOMER.
- 13.1. The CUSTOMER acknowledges that FRASER GLOBAL is not the manufacturer of any goods supplied in terms hereof and accordingly FRASER GLOBAL makes no warranty of any nature whatsoever in respect of any product sold. FRASER GLOBAL accepts no responsibility for the efficiency or workability of any goods sold.
- 13.2. Save as otherwise specifically provided for herein, FRASER GLOBAL shall not be liable to the CUSTOMER or to any other person for any indirect or consequential damages of any nature whatsoever or any loss or profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the CUSTOMER may suffer as a result of the failure of any product or any breach by FRASER GLOBAL of any of its obligations under these conditions or out of any other cause whatsoever. The CUSTOMER hereby indemnifies FRASER GLOBAL against any claim which may be made against FRASER GLOBAL by and any other person in respect of any matter for which the liability of FRASER GLOBAL is excluded in terms of the foregoing.
14. No relaxation or indulgence which FRASER GLOBAL may grant to the CUSTOMER shall constitute a waiver of the rights of FRASER GLOBAL and shall not preclude FRASER GLOBAL from exercising any rights which may have arisen in the past or which may arise in the future.
15. This agreement constitutes the sole record of the agreement between the parties. Any express or implied term, representation, warranty, promise or the like not recorded herein shall bind no party. No addition to or variation of these terms nor any cession or assignment of any rights or obligations by the CUSTOMER shall be of any force or effect unless in writing and signed by or on behalf of FRASER GLOBAL.
16. Should there be any discrepancy or conflict between the quotation, any drawing or written specification and the provisions hereof these terms and conditions shall prevail.
17. A certificate under the hand of any director or manager of FRASER GLOBAL(whose appointment need not be proved) as to the existence and the amount of the CUSTOMER'S indebtedness at any time, as to the fact that such amount is due and payable, shall be prima facie proof of the contents and the correctness thereof for the purposes of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the CUSTOMER in any competent court and shall be valid as a liquid document for such purpose.

I the undersigned acknowledge that I am duly authorized hereto, and that I have read and accept the contents hereof.

CUSTOMER

DATED XX X