

50 Charl Cilliers Street  
Alberton North  
P.O. Box 136873  
Alberton North, 1456

Tel: +27 11 869 3925  
Fax: +27 11 869 6427

E-mail: sales@age.co.za



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## **AGE TECHNOLOGIES JHB (PTY) LTD GENERAL TERMS AND CONDITIONS FOR SUPPLY AND SUPERVISION**

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## 1.0 DEFINITIONS

Unless inconsistent with or otherwise expressly indicated by the context

- 1.1 "**Tender**" – means the tender made by the Supplier to the Purchaser and includes any quotation.
- 1.2 "**Supplier**" - means Age Technologies JHB (Pty) Ltd and its related companies.
- 1.3 "**Purchaser**" – means the company, partnership or person who has contracted with the Supplier for the supply of Goods and/or Services
- 1.4 "**Commencement Date**" means the date the order is accepted by the Supplier.
- 1.5 "**Conditions**" - means the terms and conditions as contained in the Order.
- 1.6 "**Day/s**" means a calendar day. Where the last day falls on a Saturday, Sunday or public holiday, it will mean the next succeeding business day.
- 1.7 "**Goods**" - means all goods to be supplied as stipulated in the Order which includes but is not limited to raw materials, processed materials, fabricated products, equipment, spare parts, accessories and the like.
- 1.8 "**Services**" – means the work and/or services (if applicable) to be supplied in terms of the Order, to include but are not limited to erection, supervision, testing, commissioning, and (if required), Goods.
- 1.9 "**Order**" – means the order placed either by the Purchaser or on behalf of the Purchaser for the supply of Goods and/or Services and has been accepted by the Supplier.
- 1.10 "**Party**" / "**Parties**" - means the Purchaser or the Supplier, or both collectively as the context may dictate.
- 1.11 "**Total Order Value**"- means the order value set forth in the Order.

The headings or captions in these Conditions shall not be deemed to be part hereof, nor shall they be taken into consideration in the interpretation hereof or of the Order.

## 2.0 DELEGATION BY THE SUPPLIER

Notwithstanding anything to the contrary herein contained, the Supplier shall have the right to delegate the administration of the Order to any other Party appointed by it for that purpose provided always that:

- 2.1 such other Party shall at all times be acting for and on behalf of the Supplier and the contractual relationship shall be between the Purchaser and the Supplier;
- 2.2 such authority shall in no circumstances extend to the signature of the Order on behalf of the Supplier, nor to any agreement to amend the Order in any way, nor to the signature of any such amendment; and
- 2.3 payments shall be made by the Purchaser.

## 3.0 ACCEPTANCE OF THE ORDER

- 3.1 The Supplier, by signing the acceptance copy of the Order and returning it to the Purchaser, signifies acceptance of the Order and of the terms and conditions governing the Order.
- 3.2 All figures, proposals and contractual conditions submitted by the Supplier, whether

prior to or after the date of the Order, and all agreements made between the Parties with regard to the subject matter of the Order prior to the date of the Order shall be of no force or effect. No other agreement or understanding in any way modifying or supplementing the Order shall be binding unless confirmed in writing and signed by both Parties.

#### 4.0 **THE ORDER**

4.1 Subject to any express provisions to the contrary contained in the Order, the Supplier shall provide the Goods, which includes, but is not limited to, all work, services and things necessary, proper or incidental to the design, engineering, supply, manufacture, assembly, testing, and Delivery of the Goods. All services and things not expressly mentioned in the Order, but necessary to carry out its intent, shall be performed by the Supplier as though they were specifically mentioned or described in the Order.

#### 5.0 **DOCUMENTATION**

5.1 All communications shall be in the English language.

5.2 Within the Total Order Value, the Purchaser shall prepare and submit to the Supplier all documents to be provided by the Purchaser under the Order on or before the date(s) therein stated.

5.3 QCP and Safety file compilation costs will be for the Purchasers account.

#### 6.0 **VARIATIONS**

6.1 No additions to or variations in the Order or to any contract between the Purchaser and the Supplier shall be of any force or effect unless reduced to writing and signed by a person authorised to sign on the Supplier's and Purchaser's behalf.

6.2 In the event of a variation, the Supplier reserves the right to put on hold the affected equipment until the necessary price and delivery change is agreed. In the case of a cancellation where the Supplier deems the requested change to the Order as unreasonable, the Purchaser will remain liable for the payment of work/Services completed up until the point of notification of cancellation.

#### 7.0 **EXPEDITING, INSPECTION AND TESTING**

7.1 Unless otherwise specified, the Purchaser shall advise the Supplier at least 48 (forty eight) hours in advance of a request to inspect, expedite or test.

#### 8.0 **PACKING**

8.1 The Purchaser shall ensure that any specific packing and marking instructions are issued to the Supplier. It is agreed that specific needs not advised in the tender phase will incur additional costs.

#### 9.0 **CONFIDENTIALITY**

The Purchaser acknowledges that:

9.1 All data and information on plans, drawings, specifications and whatsoever other means obtained by Purchaser from the Supplier in connection with the Order shall be held in confidence by Purchaser and shall not be used by Purchaser for any purpose other than for the performance of the work associated with the Order, unless

authorised in writing by the Supplier prior to such authorized disclosure.

**10.0 DELIVERY**

- 10.1 Unless otherwise specified in the Order, Delivery terms shall have the meanings assigned to them in terms of the International Rules for the Interpretation of Trade Terms 2010 edition, (Incoterms), or the latest edition then in force as issued by the International Chamber of Commerce
- 10.2 Packing and Crating options where required will be specified in writing in the Order.
- 10.3 Should storage be required, where possible Supplier shall make all necessary arrangements for storage, however, costs therefore will be for the account of the Purchaser.
- 10.4 Notwithstanding anything to the contrary herein contained, the risk in and to the Goods shall pass to the Purchaser when Delivery takes place in accordance with the provisions hereof.
- 10.5 Goods accepted for delivery at the place of delivery shall be deemed, for all purposes, to have been accepted.

**11.0 TITLE**

- 11.1 Good and clear title to the Goods shall pass to the Purchaser once the entire purchase price has been fully paid.
- 11.2 Good and clear title of all tools, special equipment manufactured by or other equipment required by the Supplier for the purpose of the order shall remain with the Supplier, even if the Purchaser has been charged an amount in respect thereof.

**12.0 WARRANTY**

- 12.1 The Supplier will be responsible to attain performance data only where such data has been guaranteed within specified tolerances, however, any claim for damages for breach of such guarantee must be reported by the Purchaser within the warrantee period allowed the Supplier by his sub-supplier for the specified goods. Sufficient time and opportunity must also be provided for the Supplier to effect the guarantee.
- 12.2 The Goods and Services will be as described in the purchase order and fit for the normal purposes for which they are used, they will be free of defects and workmanship (fair wear and tear excluded) for a period of 12 months from delivery.
- 12.3 In the event of a breach the Suppliers liability will be limited to the repair or replacement of defective Goods and/or defective Services.
- 12.4 The Suppliers warranty will not apply to goods not manufactured by the Supplier and repairs or alterations done on Goods or Services without the Suppliers prior written authorisation will render all applicable guarantees invalid. Should the Purchaser use any Goods in conjunction with or Spare Parts not supplied by the Supplier, the guarantees will be invalid.
- 12.5 The Suppliers liability will in no event exceed the purchase price of the defective item. Also, the Supplier will in no event be liable for consequential losses or consequential damages.

### **13.0 TERMS OF PAYMENT**

13.1 Our payment terms are strictly 30 Days Nett from date of delivery. First time Orders are treated as COD accounts, thereafter approval of a successful credit application will entitle the Purchaser to a 30 day account.

Existing Payment Terms for Local System is 30% Deposit, 40% on Delivery and 30% Hand Over.

#### **Sales of a value from R1 to R50k**

Non Account Holders: Products & Systems: 100% on Order

Non Account Holders: Work on Site: 100% after completion.

#### **Sales of a value above R50k**

Non Account Holders: Products & Systems: 50% on Order and 50% before Dispatch.

Non Account Holders: Work on Site: 50% of estimated value of work on Order and Balance after completion.

#### **Sales of a value from R1 to R100k**

Account Holders: Products & Systems: 100% on Dispatch.

Account Holders: Work on Site: 100% after completion.

#### **Sales of a value above R100k**

Account Holders: Products & Systems: 30% on Order and 70% on Dispatch.

Account Holders: Work on Site: 100% after completion.

#### **Value Added Tax**

All prices are exclusive of VAT.

13.2 Should delivery be delayed by the Purchaser, the payment terms will be reviewed and payment made accordingly i.e.) payment will not be withheld as a result of a delay by the Purchaser, also payment shall not be withheld due to minor omissions or defects that do not affect the use of the Goods or Services.

### **14.0 DEFAULT**

14.1 If the Purchaser defaults on making payment as stipulated in Clause 13.0 Terms of Payment, the balance of the price of the Goods delivered and/or Services rendered will become immediately due for payment.

### **15.0 CANCELLATION FEES**

15.1 25% of the contract price will be due for payment if cancellation takes place after drawings have been finalised and final engineering and production parts list have been prepared

15.2 An appropriate higher percentage of the contract price will be due for payment after production of the Goods or initiation of the Services has commenced, in this instance the Supplier will be entitled to retain said Goods/Services.

### **16.0 SITE SERVICES**

16.1 If Services are part of the Order i.e.) Site Supervision and/or Installation, the Purchaser shall provide a safe working environment. Tools and equipment that are not supplied

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by the Supplier as per the Order will be supplied by the Purchaser.

16.2 If and where applicable, the Purchaser will pay for all necessary permits, licenses, medicals and inductions.

**17.0 STATUTES AND REGULATIONS**

The Order shall be governed by and construed in the English language in accordance with the laws of the Republic of South Africa.

**18.0 QUALITY SYSTEM**

Acceptance of the Order is based on the Suppliers quality system being accepted by the Purchaser as sufficient for the purposes of the Order. If additional tests or inspections are required these costs will be for the account of the Purchaser.

**19.0 LIMIT OF LIABILITY**

19.1 Neither Party shall be liable to the other Party for any loss of revenue or loss of profit, loss of data and information or any other indirect , special or consequential damages or losses, whether in law, contract, delict(tort) (including negligence) , strict liability or statutory.

19.2 The Supplier's maximum liability in terms of the Order shall be *limited to the Total Order Value*.