

**General Conditions of Sale  
Of  
EXB Electric (PTY) Ltd., and EXB Engineering (PTY) Ltd.  
("The COMPANY")**

- 01. Delivery:** The COMPANY will make every effort to effect delivery timeously, but no liability shall be attached to the COMPANY if completion of delivery is rendered impossible or delayed by causes beyond its control.
- 1.1 Goods offered for delivery from stock are subject to the COMPANY not having sold or committed itself to Third Parties in respect of such stock before acceptance of its offer, and such stock being available at such date.
- 1.2 Excepting where delivery is undertaken in the COMPANY'S own vehicles driven by its own employees or where otherwise agreed in writing, the point of delivery shall be on the COMPANY'S premises. The COMPANY'S responsibility ceases at the point of delivery.
- 02. Price:** Excepting as may be especially agreed to the contrary:-
- 2.1 Any price quoted which is the COMPANY'S ruling list price is subject to variation and the goods will be delivered at the ruling list price at the date of delivery.
- 2.2 Where the COMPANY has no list price for the goods any price quoted is subject to the reasonable adjustment to take into account any increase in cost between the date of quotation and the date of delivery. Furthermore, where such goods are of foreign manufacture, the prices quoted are subject to adjustment for changes in the relevant rates of exchange duties, surcharges and any other statutory levies between date of quotation and date of receipt of full payment.  
A certificate by the COMPANY'S Auditors as to any such increases shall be conclusive.
- 03. Terms of Payment:** Terms of payment are cash on delivery unless credit facilities exist with the COMPANY in which case the COMPANY'S terms are strictly thirty days NETT on date of statement. Overdue amounts are subject to interest at 2.5% over current bank rate. Ownership of the goods does not pass until the COMPANY has received full payment.
- 04. Goods returned for Credit:** No goods specially manufactured or specially imported or modified to order may be returned for credit. Only standard items returned within fifteen days at buyer's cost and received at the COMPANY'S premises in undamaged condition in the original packing will be credited after a deduction of fifteen percent.
- 05. Demonstration Material:** Material provide by the COMPANY for demonstration purposes shall be returned in good condition within the period agreed. Any variation to the foregoing will render the material liable to invoicing at the full value. Material may not be offered for use, loaned or demonstrated to a third party without the COMPANY'S prior written consent. The material shall at all time remain the property of the COMPANY unless agreement has been reached for purchase.
- 06. Illustration:** Specifications, price lists, illustrations and diagrams issued by the COMPANY from time to time are for information only and are not offers for sale. They do not form part of any agreement of sale except where specifically agreed.
- 07. Guarantee:** The goods are guaranteed by the COMPANY against any defects in material or workmanship under normal conditions of use and service for a period of twelve months. In terms of this guarantee, which will come into operation on the day which the goods, or relevant part of such goods, are ready for dispatch, the COMPANY shall replace, without charge a similar replacement part of any defective part, provided that the customer has given the COMPANY immediate written notice on discovery of any defects. This guarantee does not cover parts normally subject to wear and tear, or any damage due to incorrect or negligent handling of the goods, improper storage, disregard of operating instructions, excessive overloading, unsuitable operating conditions, defective building work, faulty erection (unless carried out by the COMPANY'S erectors) or any other cause beyond the COMPANY'S control. This guarantee is in substitution for any other guarantee or warranty express or implied whether by custom, common law, statute or otherwise and the COMPANY expressly declines other obligation, express or implied, or any liability for indirect or consequential damages, loss of revenue or profit as a result of defects. No further or additional guarantees of any nature shall be recognized unless in writing signed by one of the COMPANY'S authorized officials. The COMPANY'S duties under this guarantee shall lapse if the customer fails or refuses to place the equipment at the COMPANY'S disposal for a reasonable time to allow correction of faults within the guarantee period, or if the customer, either through itself or a third party, carries out alterations or repairs without the COMPANY'S written consent.
- 08. Exclusivity of Remedy: Limitation of Liability:**
- 8.1 The remedies provided for in section 6 shall constitute the sole recourse of buyer against company for breach of any of the COMPANY'S obligations under this agreement with buyer, whether the claim is made in tort or in contract (including claims based on warranty, negligence, strict liability, deceit, fraud, or misrepresentations) or otherwise.
- 8.2 In no event shall the COMPANY be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether in contract or in tort, including negligence), nor for lost profits, nor shall the COMPANY'S liability for any claims or damage arising out of or connected with this agreement or the manufacture, sale, delivery or use of the products exceed the purchase price of the products.
- 09. Proper Law:** These conditions and any contract to which they apply are governed by the law of the Republic of South Africa.