

## CONDITIONS OF SALE

Chemfit (Pty) Ltd and subsidiary companies (the Supplier) accepts orders and supplies goods to the Purchaser in accordance with the following Conditions of Sale:

1. All prices quoted are subject to confirmation with the Supplier, and to goods being unsold at time of ordering, and are quoted excluding VAT. Prices are subject to adjustment and the list price applied shall be the ruling on the date of delivery unless otherwise agreed upon in writing.
2. Terms of payment are strictly within 30 days from the date of statement unless otherwise agreed to in writing. Payments shall be affected by the Purchaser in full, without any deductions or set-off whatsoever. Overdue accounts will attract interest as from the due date until the date payment is actually made, and the Purchaser shall pay the maximum legal rate of interest prescribed in terms of the National Credit Act 34 of 2005 (as amended) on overdue accounts, calculated daily and compounded monthly in arrears, from the date on which payment was due to the date of actual payment.
3. Delivery of the product sold shall be deemed to have been affected:
  - (a) In the case of products despatched by air, rail, ship or road carrier, upon consignment to the consignee;
  - (b) In the case of products conveyed by the Purchaser's own transport carrier, by making the product available to the Purchaser or the Purchaser's agent.
4. The risk in the goods shall pass to the Purchaser at the point of delivery. Any third party transport carrier shall be deemed to be the Purchaser's agent and risk in the goods shall be deemed to have passed to the Purchaser on delivery thereof to such third party transport carrier, notwithstanding that such third party transport carrier's charges may be paid for by the Supplier. The Purchaser shall be responsible as from the time of delivery for any loss of or damage to the goods howsoever arising.
5. A Purchaser may not return goods without the prior written consent of the Supplier. This consent can be withheld if the goods have been in the possession of the Purchaser for a period of 10 days or more, or the condition of the goods is such that they cannot be resold as returned, or the goods have at the direction of the Purchaser, been partially or entirely disassembled, physically altered, affixed to or blended or combined with or embedded in other goods or property.
6. The Purchaser shall have no claim whatsoever against the Supplier in respect of any loss or damage of a consequential nature which may be sustained by the Purchaser as a result of any defect in the product supplied, or as a result of late delivery. Under no circumstances whatsoever shall the Supplier at any time be held liable for any claims for indirect or consequential damages or loss (including loss of profits) that may be sustained or incurred by the Purchaser, or for any claims of whatsoever nature made by any other person whomsoever for any loss or damage (including, but not limited to, consequential damages) suffered by such other person, in connection with, or pursuant to any contract concluded with the Purchaser or arising out of or related to the use of the goods sold by the Supplier and whether due to delays, defects, negligence or otherwise. The Purchaser hereby indemnifies and holds the Supplier harmless against any claims which may be made by third parties as contemplated above.
7. The Supplier shall not be bound by or liable for any representations or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty has been reduced to writing and signed by an authorised representative of the Supplier.
8. The Supplier reserves the right to refuse to recognize any complaint from the Purchaser in respect of specifications or package failure in any goods delivered unless such complaint is lodged with the Supplier within 14 (fourteen) days of receipt of such goods by the Purchaser.
9. The Purchaser's signature on a copy of a delivery note shall be deemed to be acknowledgement by it that it has checked the quantity of the goods delivered. The Customer shall, within 24 hours of each delivery of goods give written notice to the Supplier of any shortages in quantities of the goods together with substantiated proof in writing of any such purported shortages. Should the Purchaser fail so to give notice to the Supplier, the quantity of the goods shall be deemed to be correct and the Purchaser shall be deemed to have accepted the quantities of the delivered goods as correct, and the Supplier shall have no liability to the Customer in respect of any shortages of goods. In the event of any purported shortages of goods being proven by the Purchaser, the Supplier's liability shall be limited to the delivery to the Purchaser of the quantity of the goods equal to such proven shortage.
10. Ownership of goods purchased will only pass from the Supplier to the Purchaser upon full payment, irrespective of the credit terms arranged with the Purchaser.
11. Should these Conditions of Sale conflict with any of the Terms and Conditions shown on the Purchaser's official order form, the former will prevail.