



## CONDITIONS OF SALE

1. All quotations are subject to acceptance within 28 days of the date of offer.
  2. Prices are strictly nett and are not subject to discount for prompt payment.
  3. All packing is free unless otherwise stated.
  4. Goods are delivered free within the metropolitan area of the centres where the Company's factories are established, namely Cape Town, Johannesburg, Durban and East London. Elsewhere, goods are placed F.O.R. unless specifically arranged to the contrary. Postage, where included, will be charged on the invoices. When goods are delivered by the railways or any other carrier, the cost of such delivery will be for the account of the buyer.
  5. Ownership in the goods shall not pass to the Buyer until all amounts owing by the Buyer to the Company, in terms of these conditions, have been paid in full.
  6. Without prejudice to the Company's other rights in terms of these conditions, if at any time before ownership in the goods has passed to the Buyer:
    - 6.1 the whole or part of the price of any other goods sold by the Company to the Buyer has not been paid on due date: or
    - 6.2 the Buyer is the subject of any liquidation, sequestration or judicial management proceedings;then the Company shall be entitled to cancel the agreement with the Buyer to which these conditions apply and claim repossession of the goods.
  7. Risk in the goods, shall pass to the Buyer on delivery to the Buyer or to the Buyer's agent or to a carrier, who for the purposes of these conditions, shall be deemed to be the Buyer's agent.
  8. Any period or date of despatch quoted, is given and intended as an estimate and the Company shall not be liable for any loss or damage arising directly or indirectly out of delay in despatch. The delivery quoted is based from works and is subject to strikes, lockouts, breakdowns of machinery, deficiency of water, fire, accidents or other unforeseen circumstances beyond our control.
  9. (a) The Company warrants that the inks will at the time of delivery conform to such of Buyer's quality standards and technical specifications as may be agreed in writing from time to time between Buyer and the Company.
    - (b) 1. Notwithstanding any other provision of the agreement, if the inks are not supplied in accordance with clause 9 (a) and the Buyer notifies the Company in writing within 180 days of delivery, then Buyer's sole remedy shall be, at Company's option:
      - (a) the supply free of further charge of replacement inks in accordance with the agreement immediately from their stocks held at their nearest facility; or
      - (b) a full refund of the price for such non-complying ink (or waiver of the invoice if such amounts are not yet paid).
    2. Subject to Sections 9 (b) 1 and 4, Company shall indemnify Buyer in full against all liability, loss, damages, costs and loss expenses (including legal expenses) awarded against or incurred or paid by Buyer or any subsidiary of Buyer as a result of or in connection with:
      - (a) Breach of any warranty given by Company in relation to the inks.
      - (b) Any negligent act or omission of any of Company personnel in connection with the performance of the agreement.
    3. In the event of any claims brought by an employee or employees of Buyer or of any other member of Buyer or a third party in respect of any personal injury resulting from the provision of the inks, the Company shall give all such assistance at its own expense as may be necessary to assist in the resolution of any such claim or claims by the said employee or employees.
    4. In no event shall either party be liable in relation to the agreement whether under the agreement in common law, tort (which shall include without limit actions brought in negligence and/or nuisance), statute or otherwise for any consequential or incidental damages including without limit loss of actual or anticipated profits (including without limit loss of profits on contracts), loss of business, loss of productive facilities or loss of business relationship or reputation, loss of opportunity or loss of goodwill or loss of reputation, any indirect, special or consequential loss or damage howsoever caused or losses arising as a result of any third party bringing a claim or losses.
  - (c) Without prejudice to the foregoing, the Company will be prepared to replace free of charge, all goods or materials which in its sole and absolute discretion the Company considers to have been defective by reason of faulty material or workmanship, provided that such goods or materials shall have been returned to the Company's factory carriage paid within 14 days after delivery thereof to the Buyer.
  - (d) No other conditions herein set forth shall be deemed to prejudice, after or derogate from the provisions of this clause.
10. (a) Damage, partial loss or deviation must be notified to carriers and ourselves in writing within three days. The Company must be notified of non-delivery within 14 days.
  - (b) Complaints regarding weight and quality should be made in writing within 14 days of delivery.
11. Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 10 per cent being allowed for overs or shortages, the invoice to be amended accordingly.
12. Should default be made in paying any sum due for any material ordered as and when it becomes due, the Company shall have the right either to suspend all further deliveries until the default be made good, or cancel any undelivered balance of goods ordered.
13. Unless expressly accepted by the Company in writing, any deviation from or contradictions of these conditions in the Buyer's order form must be deemed to be and will be treated as inapplicable.

Signed in \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
For and on behalf of

\_\_\_\_\_  
Date