

General Terms and Conditions

1. Interpretation and Definitions

1.1 In these General Terms, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate words and expressions shall bear corresponding meanings:

1.1.1. "the Company" – De-Tect Unit Inspection (Pty) Ltd Proprietary Limited, (Registration Number: 1980/008488/07/);

1.1.2. "the Company's Premises" – the premises of the Company at which delivery shall take place;

1.1.3. "Contract" – a contract concluded between the Company and a Customer upon the acceptance by the Company of an Order placed in terms of a Quote;

1.1.4. "Customer" – any customer, purchaser or other contracting party to whom Services are to be provided by the Company;

1.1.5. "these General Terms" – the general terms and conditions of the Company contained in this document;

1.1.6. "Official Order" – any written offer placed by a Customer with the Company in response to a Quote, which Official Order shall be open for acceptance by the Company upon the terms set out in the relevant Quote read with these General Terms;

1.1.7. "Services" - any services described in a Quote to be provided to a Customer pursuant to the conclusion of a Contract;

1.1.8. "Quote" – any written cost estimate, bid and/or invitation by the Company to a Customer to submit an Order;

1.1.9. "VAT" - Value Added Tax in terms of the VAT Act;

1.1.10. "VAT Act" - the Value Added Tax Act, No. 89 of 1991, as amended.

2. Terms of the Agreement

2.1. These General Terms shall form part of and apply to all existing Contracts and to all future Contracts or other agreements entered into between the Company and a Customer unless specifically excluded or amended by the Company in writing prior to the conclusion of a Contract.

2.2. Unless otherwise specifically stipulated in writing to the contrary by the Company, these General Terms shall supersede and prevail over any terms and conditions contained in any documents submitted by a Customer, including without limitation any terms and conditions contained in an Order which purport to vary the terms of a Quote and/or these General Terms.

3. Quotes

3.1. All Quotes submitted by the Company to a Customer or prospective Customer are submitted without obligation on the Company to perform in terms thereof, and save to the extent that a Quote specifically provides that the prices therein quoted are binding on the Company for a fixed period of time, such prices shall be subject to change at any time prior to the acceptance of an Order.

3.2. The terms and conditions of any Quote may be varied by the Company in writing at any time prior to the acceptance of an Order and the conclusion of a Contract, regard being had to the provisions of 3.1, 5.3 and 5.33

3.3. The illustrations, descriptions, measurements and weights provided in any Quote are provided for illustrative purposes only and should not be relied upon in any manner by a Customer.

3.4. All prices are quoted exclusive of VAT.

4. Official Orders

4.1. All Official Orders, in order to be validly placed, shall be required to be submitted in writing by the Customer to the Company, which Official Orders, once submitted shall be irrevocable and shall remain open for acceptance by the Company until such time as the Company shall have notified the Customer in writing whether it has accepted or rejected such Official Order, regard being had to the provisions of 5.33.

4.2. Official Orders shall only be capable of being placed in accordance with the terms and conditions of a Quote read together with these General Terms and the Company shall, when considering an Order for acceptance thereof, be entitled to ignore any additional terms submitted therewith by the Customer, regard being had to the provisions of 2.2.

4.3. Notwithstanding that any Official Order has been placed pursuant to the terms of a Quote, the Company shall in its sole discretion be entitled to reject any such Order without being obliged to give reasons for such rejection.

5. Contracts

5.1. A Contract shall only come into existence and be binding on the Company upon acceptance in writing by the Company of an Order, regard being had to the provisions of 4.2, 5.2, 5.3 and 5.33.

5.2. Upon acceptance by the Company of an Order in accordance with the provisions of 5.1, a Contract shall be concluded upon the terms contained in the Quote relating to such Contract read with these General Terms, between the Company and the Customer which placed the Order in question, notwithstanding that the Services to which such Contract relates are to be provided to a third party, whether or not related to the party placing the Order in question.

5.3. Notwithstanding that the Company may have accepted an Order and a Contract shall have been concluded in accordance with the provisions of 5.1 and 5.2:

5.3.1. such Contract shall not be binding on the Company in the event that an objection to such Contract is raised by any governmental or other public bodies (e.g. by virtue of import/export prohibitions, production ban, standards, approvals, regulations and the like), in which event, the Company shall be entitled to cancel such Contract without any liability to the Customer of any nature whatsoever by virtue of such cancellation. In the event that the Company shall elect not to cancel a Contract in the aforesaid circumstances, the risk of such circumstances shall be borne by the Customer, which hereby indemnifies and holds the Company harmless against any loss or damages of whatsoever nature suffered by the Company as a result thereof; and/or

5.3.2. the Company shall be entitled to either cancel the Contract in question or to vary the prices agreed upon therein in the event of any manifest error in the calculation of such prices;

5.3.3. all prices are at all times subject to the occurrence of any force majeure or any extraordinary circumstances that may have a bearing thereon such as war, natural disasters, boycotts, strikes, pandemics, epidemics, currency devaluation, amendments to applicable laws and the like, and the Company shall be entitled to vary any price by virtue of such occurrence, the risk of which shall be borne by the Customer.

5.4 Notwithstanding the foregoing provisions of these General Terms, the Company reserves the right to deliver to a Customer the subject matter of any Order without first having issued a written acceptance of such Order prior to such delivery, which delivery shall constitute the necessary acceptance of such Order thereby concluding a Contract.

6. Delivery Date

6.1. Upon the conclusion of any Contract, the Company shall as soon as is practicable, inform the Customer of the Company's estimated delivery date for such order. The Company shall use all reasonable endeavours to meet the delivery date, but time of delivery shall not be of the essence and accordingly the Company shall have no liability to the Customer if, notwithstanding such endeavours, there is any delay in the delivery date, and the Company shall not be liable for any damages, direct or

indirect, or for any consequential loss or loss of profit incurred through or as a result of any delay for whatsoever reason.

7. Payment and Interest

7.1. The Customer shall be obliged to make payment of a deposit in an amount equal to **N/A** % of the total Contract price payable in respect of each Contract, together with VAT thereon, on the date of the conclusion of such Contract, failing which, the Company shall be entitled, without any further notice, to cancel the Contract or to claim specific performance, in either event without prejudice to its right to claim any damages suffered by it as a result of such cancellation, including the costs of formulating the Quote relating to such Contract and any equipment or consumables ordered and any work already undertaken by it.

7.2. In addition to the deposit referred to in 7.1, the Customer shall be obliged to make payment in full for the Services, if applicable, together with VAT thereon, within a period of 30 (thirty) days from the date of invoice, failing which, the Company shall be entitled to cancel the Contract or to claim specific performance, in either event without prejudice to its right to claim any damages suffered by it as a result of such cancellation, including the costs of formulating the Quote relating to such Contract and any equipment or consumables ordered and any work already undertaken by it.

7.3. Payment of the balance of the total Contract price payable in respect of each Contract, together with VAT thereon, shall be made by the Customer, without deduction or set-off, upon completion of rendering the Services forming the subject matter of any Contract.

7.4. Any promissory note, bill of exchange or other negotiable instrument received by the Company from the Customer shall not be a novation of the debt for which it is given and the Customer waives presentment, notice of dishonour and protest where applicable.

7.5. The Company shall be entitled to take all such steps as it may deem necessary to recover any outstanding amounts due to it and the Customer shall bear and pay all legal costs arising out of or in connection with any action required to be taken by the Company in respect of such recovery on the attorney-and-own-client scale, including tracing costs and a 10% collection commission.

7.6. All payments made by the Customer to the Company shall be appropriated firstly towards the payment of costs, thereafter towards the payment of interest and lastly, in reduction of the capital sum due to the Company in respect of the purchase price of any Services rendered.

7.7. All payments shall be made directly into the Company's bank account, the details of which shall be given to the Customer in writing.

8. Disclaimer and Limitation of Liability

8.1. The Company shall in no circumstances whatsoever be liable for any loss of profit or any damage, direct or indirect, consequential or otherwise sustained by the Customer whether or not caused by the negligence of the Company, its agents or employees.

8.2. The Customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations as a result of causes beyond the Company's control, including but not limited to any strike, lockout, pandemics or epidemics, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of the Company, riot, political or civil disturbances, the elements, any act of any State or Government, any delay in securing any permit, consent or approval required by the Company for the supply of the Services or any other authority or any other cause whatsoever beyond the Company's absolute and direct control.

8.3. Where a benefit is conferred upon the Company in terms of the above provisions, the reference to the Company shall be deemed to include the Company' employees, servants, agents, sub-contractors and distributors, and the Company, on their behalf, accepts the benefits conferred upon them in terms of the above provisions.

9. DEFAULT

9.1. Save as set out to the contrary in 7.1 and/or 7.2, should the Customer:

9.1.1. default in paying any amount strictly on due date or commit a breach of any of the terms or conditions of these General Terms or any Contract or:

9.1.2. being an individual, die or be provisionally or finally sequestered or surrender or make application to surrender his estate or commit any act of insolvency; or

9.1.3. being a partnership, the partnership is dissolved; or

9.1.4. being a company or close corporation, is placed under a provisional or final order or liquidation or judicial management; or

9.1.5. have a judgment recorded against it which remains unsatisfied for seven days; or compromises or attempts to compromise generally with any of its creditors; or

9.1.6. being a company or close corporation, enter into any transaction which has the effect of a change in the effective control of the company or corporation; without prejudice to any other right it might have:

9.1.7. the Company shall be entitled, but not compelled, forthwith to demand that all amounts owing by the Customer from whatsoever cause arising, be paid immediately; or

9.1.8. the Company shall furthermore be entitled to cancel any Contract which exists between it and the Customer, without prejudice to its right to claim damages as a result of such cancellation, in which event the Customer shall have no claim or claims of whatsoever nature against the Company arising out of such cancellation by Company; or

9.1.9. the Company shall be entitled to suspend the carrying out of any of its then uncompleted obligations without prejudice to its right to claim damages as a result of such suspension, in which event the Customer shall have no claim or claims of whatsoever nature against the Company arising out of the suspension by Company to carry out any obligations.

9.2. The Company's rights in terms of 9 above shall not be exhaustive and shall be in addition to its common law rights.

9.3. Upon the cancellation of any Contract between the Company and the Customer for any reason whatsoever all amounts then owed by the Customer to the Company from any cause whatsoever shall become due and payable forthwith.

10. Domicilium

The Customer nominates its address as reflected on the face of an Order as its domicilium citandi et executandi for service upon it of all notices and processes whether in connection with any claim or any sum due to the Company or otherwise.

11. Applicable Law and Submission to Jurisdiction

11.1. These General Terms and all Contracts shall be governed by the laws of the Republic of South Africa, and all matters relating to these General Terms and any Contract, including, but not limited to, interpretation, implementation, construction and enforcement thereof, shall be governed by the laws of the Republic of South Africa.

11.2. The Customer does hereby irrevocably agree and undertake that the courts of the Republic of South Africa shall have jurisdiction to determine any matter which may arise out of or in connection with these General Terms or any Contract and to enforce the provisions thereof and to issue any process or enforce any judgment against the Customer and accordingly, any actions or proceedings arising out of or in connection with these General Terms or any Contract shall be instituted or launched in the Republic of South Africa and the Customer irrevocably submits to the jurisdiction of the courts of the Republic of South Africa.

11.3. The Company shall be entitled but not obliged to institute any proceedings against the Customer in any Magistrate's Court having jurisdiction over the Customer notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court.

12. General

12.1. No variation, alteration or consensual cancellation of any of these General terms and/or of any Contract entered into between the Company and the Customer, shall be of any force or effect, unless in writing and signed by the Company.

12.2. No waiver or abandonment by the Company of any of its rights in terms of General terms and/or in terms of any Contract concluded between the Company and the Customer shall be binding on it unless such waiver or abandonment is in writing and signed by it.

12.3. No indulgence, extension of time, relaxation or latitude which the Company may show, grant or allow to the Customer shall constitute a waiver by it of any of its rights and the Company shall not thereby be prejudiced or estopped from exercising any of its rights against the Customer which may have arisen in the past or which might arise in the future.

12.4. The Customer hereby acknowledges and agrees that any information furnished by it to the Company concerning the credit-worthiness of the Customer may be disclosed to any registered credit bureau.

12.5. The Company shall not be bound by any undertakings, warranties, representations or any other terms and conditions which are not recorded in writing and signed by the Company.

12.6. A certificate signed by any director or manager of the Company reflecting the amount due and owing by the Customer to the Company at any given time shall be prima facie evidence of the amount due by the Customer and such certificate shall be sufficient for purposes of judgment or provisional sentence or other legal proceedings.

13. Intellectual Property

All drawings, sketches, photographs, operating manuals, production know-how, software and any other intellectual property used by the Company in the performance of the Contract or in connection therewith shall at all times remain the sole and exclusive property of the Company and shall not be reproduced or copied by the Customer nor shall they be used by the Customer for any purpose other than for which they were disclosed or supplied to the Customer. Furthermore, such intellectual property shall not be disclosed or supplied to any third party under any circumstances whatsoever.

14. Anti-Bribery

The Customer represents and warrants that it does not and will not engage in corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government.

The Customer agrees to provide information and documents to De-Tect Unit Inspection (Pty) Ltd, if requested to do so at any time during the Term, to allow De-Tect Unit Inspection (Pty) Ltd to confirm that the Customer has done nothing to cause and/or that future actions of Customer will not cause liability to De-Tect Unit Inspection (Pty) Ltd

The Customer agrees that the De-Tect Unit Inspection (Pty) Ltd shall have the right to terminate these General Terms and Conditions under the conditions provided above in the event (i) the Customer engages in conduct that De-Tect Unit Inspection (Pty) Ltd concludes, in its sole discretion.

Sign: _____
Date: _____
Name: _____
Position: _____