

YALE LIFTING SOLUTIONS (PTY) LTD

TERMS & CONDITIONS OF SALE

1. Applicability

The following conditions shall apply to all sales by Yale Lifting Solutions (Pty) Limited (“The Company”) of goods or services supplied by the Company except where such clauses are specifically amended or excluded in writing by the Company.

2. Offers

Offers by the Company shall only be valid if made or confirmed in writing in the form of email, letter, quotation or supply contract and all such offers shall be subject to these conditions of sale. Price lists and other Company publications are for information only and do not constitute offers. Orders shall not be binding upon the Company unless they are accepted in writing by the Company.

3. Prices

Prices shall be expressed in incoterms for the purpose of clause 7 hereof. Unless specifically agreed to by the Company in writing, orders are accepted on condition that prices shall be those ruling on the day of dispatch.

4. Terms of Payment

Strictly 30 days from date of invoice on credit customers and cash in advance for non-credit customers. Payments made after 30 days shall be subject to interest as per the bank prevailing interest rate.

5. Payment

All payments shall be made in the relevant currency as per the invoice.

6. Delivery and Risk of Loss or Damage

The liability for risk or loss of damage to goods in transit shall be determined in accordance with the meaning specified by “Incoterms 2020” for each of the terms Ex Works (EXW), FCA, CPT, CIP, FOB, CFR, CIF, DAT, DAP, DDP, FAS. The delivery of all goods sold by the Company shall be “Ex Works” unless otherwise specified in writing by the purchaser and accepted in writing by the Company and provided the method of delivery is limited to any one of the “Incoterms” recorded herein.

7. Prohibition of Set-Off

The purchaser shall, under no circumstances, deduct any amount from amounts due to the Company as indicated in the Company’s statements without the prior written authority of the Company.

8. Full specifications

Full specifications or reference to recognized and accepted specifications must be given by the purchaser with all orders. If no or incomplete specifications are submitted, goods shall conform to the company’s standard specifications applicable to the type of goods ordered and the normal use to which goods would be put.

9. Warranty

The Company warrants that the goods shall comply with the specifications recorded in the Company’s written offer or quotation, but makes no further warranty and, in particular, the Company shall not be liable for indirect or consequential damages resulting from specialist or unusual requirements of the purchaser other than those stipulated in writing in the Company’s offer or the purchaser’s order as accepted in writing by the Company.

The Company shall at its option either compensate the purchaser for or replace without charge goods proven to be defective of which fact and the extent of which the Company shall be a sole judge.

Directors

P.D. Nortje | C.K. Mashile

10. **Passing of Risk and Ownership**

Upon delivery of the goods by the Company to the Purchaser and subject always to the provisions of clause 6 hereof, all risk to such goods shall pass to the Purchaser. Notwithstanding the foregoing, ownership of the goods shall pass to the Purchaser only when full payment for the goods has been made to the Company.

11. **Governing Laws**

The rights and obligations of the Company and its purchasers shall be governed by the laws of South Africa.

12. **Overriding Effects**

These conditions shall override any terms or conditions stipulated, incorporated to, or referred to by the purchaser in any orders or negotiations.

13. **Variation**

No amendment or variation of these conditions of sale shall have any force and effect unless recorded in writing and signed on behalf of the Company by an authorised signatory.

14. **Relaxation Not Waiver**

No relaxation or indulgence of these conditions by the Company in favour of the purchaser shall be construed as a waiver of the Company's rights.

15. **Default**

Should the Purchaser default in the performance of his/her/its obligations hereunder, the Company shall have the right, without any notice whatsoever to the Purchaser, to either –

- (i) institute action for specific performance; or
- (ii) recover possession of the goods and have forfeited to it as predetermined and agreed damages any monies paid by the Purchaser on account of the purchase price or in the Company's discretion to claim from the Purchaser such damages as it may suffer (in which event any monies paid by the Purchaser on account of the purchase price shall be forfeited to the Seller on account of such damages).

In the event of default and irrespective of whether court proceedings are instituted or not, the Purchaser agrees to pay all costs incurred by the Seller as between attorney and client including collection commission at such rate as may be charged by such attorney.

16. **Standard Items**

Return of standard goods due to cancellation of order will be subject to a 15% handling fee.

17. **Non-Standard Items**

For non-stock items and special orders to manufacture as per customer requirements, full payment will be required with placement of an order and return of non-standard goods will not be accepted.

18. **Force Majeure**

Neither party shall have any claim against the other party arising from any failure or delay in the performance of any obligation of either party under this Agreement, caused by an act of force majeure such as, acts of God, fire, flood, war, strike, lockout, industrial dispute, utilities, machinery or equipment, transport facilities, government action, laws and regulations, riot, terrorism, or civil disturbance, defaults, delays or discontinuance on the part of suppliers of goods and services, or on the part of independent contractors, or other circumstances or factors beyond the reasonable control of any party, and to the extent that the performance of obligations of either party hereunder, is delayed by virtue of foregoing, any period stipulated for any such performance shall be reasonably extended.

Each party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement, in order to accommodate the new circumstances caused by the act of force majeure. If the parties fail to agree within ninety (90) days of the act of force majeure first occurring, either party may thereafter terminate this Agreement with immediate notice.

19. **Domicilium citandi et executandi**

The Purchaser hereby selects as his/her/its domicilium citandi et executandi his/her/its address as appears on the reverse side of this document.

20. **Magistrate's Court Jurisdiction**

The parties agree to the jurisdiction of the Magistrate's Court notwithstanding the fact that the amount claimed may exceed such jurisdiction.

Directors

P.D. Nortje | C.K. Mashile

