



H.M.T. PROJECTS (Pty) Ltd

183 Galjoen Rd, Wadeville, 1428

VAT. 4500206992

P.O.BOX 751027
GARDENVIEW
2047

TEL: (27-11) 827-7250
FAX: (27-11) 827-0343
www.hmtprojects.co.za

GENERAL TERMS AND CONDITIONS OF SALE

1. The Customer agrees that the Terms and Conditions (hereinafter referred to as "the T&C's") of this Agreement represents the entire Agreement between the Customer and HMT Projects (Pty) Ltd (hereinafter referred to as "HMT").
2. This Agreement comes into effect on receipt of the acceptance by HMT of any order from the Customer.
3. No amendments, deletion, additions or variations to this Agreement will be of any force or effect unless reduced to writing and signed by the duly authorised representative of the Customer and HMT.
4. In the event of any one or more specific order from a Customer being governed by any changes as contemplated in clause 3 above, such change/s will be limited to said specific order/s and not be automatically transferable to any subsequent and/or related orders.
5. The Customer acknowledges that it accepts the T&C's in this Agreement out of its own free will and without having been induced to do so.
6. This Agreement is not subject to any suspensive or dissolutive conditions.
7. In the event of any of the Customers' Terms and Conditions being conflicting or mutually exclusive to this Agreement, the Customer agrees that this Agreement will prevail.
8. This Agreement supersedes all previous Agreements without prejudice to any securities or guarantees held by HMT.
9. The Customer undertakes to ensure that its representatives and sub-contractors avail themselves and comply with the T&C's of this Agreement.
10. The signatory hereby binds himself / herself in his / her personal capacity as surety and co-principal debtor, jointly and severally, the one paying the other to be absolved, for any amount due to HMT as per the Customer's signed Credit Application.
11. The Customer acknowledges that it does not rely on any representations made by HMT in regard to the products manufactured or any of its qualities leading up to this Agreement other than those contained in this Agreement.
12. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by HMT in respect of the product will not form part of the Agreement in any way unless agreed to in writing by HMT.
13. HMT will not be liable for any consequences as a result of any negligent or innocent misrepresentations made by the Customer to HMT.
14. It is the sole responsibility of the Customer to determine that the products ordered are fit and suitable for the purposes of intended use. HMT will not be responsible should the Customer's specifications not meet the requirements necessary to make the product fit and suitable for its intended use.
15. The Customer agrees to pay all costs incurred by HMT and/or increase in HMT's quotes occasioned by any act or omission by the Customer, its clients or sub-contractors which results in the suspension of work, modification of specifications, failure or delay in giving particular specifications requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
16. HMT reserves the right, in its sole discretion, to provide suitable alternative products to those ordered. Such products to be of the same quality and quoted price should the ordered product be superseded, replaced with a different design or specification by HMT or its manufacturing terminated.
17. All quotations will remain valid for a period of 7 days from the date of the quotation subject to clause 18 below.
18. All quotations are subject to the availability of the products and subject to correction of good faith errors by HMT. The prices quoted are subject to any increases in the cost price, including currency fluctuations, before acceptance of the order.
 - a. If the Customer disputes the amount of any increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
 - b. The Customer agrees that the goods or services on the Tax Invoice issued, duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer. Where delivery / performance has already taken place, the Customer agrees that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
19. HMT shall be entitled, in its sole discretion, to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.
20. HMT shall be entitled to invoice each delivery separately.
21. Any delivery note, invoice, waybill or job card (copy or original) signed by the Customer, or a third party engaged to transport the product on behalf of the Customer shall be conclusive proof that delivery was made to the Customer.
22. The risk of damage to, destruction or theft of goods, shall pass to the Customer on delivery in the event of HMT delivering the product and on



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- collection from HMT, should any third party transport the product on behalf of the Customer.
23. Whilst all care is taken to adhere to any delivery schedules, all delivery times quoted are estimates only and are not binding on HMT. Time shall not be of the essence in respect of any delivery.
 24. In the event of the Customer requesting HMT to use a third party to transport product, HMT will do so on the terms it deems fit and the Customer indemnifies HMT against any loss or damage suffered by the Customer as a result thereof.
 25. Repair times and repair costs given are merely estimates and are not binding on HMT.
 26. Any item manufactured by a Third Party or product manufactured by HMT and handed in for repair, may be sold by HMT to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
 27. All products taken on an evaluation or approval basis by the Customer are deemed sold if not returned within 30 days of delivery/collection and in the original condition, in the original packaging and with all accessories and manuals intact.
 28. The Customer acknowledges all copyrights. Each infringement of attempted duplication shall immediately render the full prevailing price of the product payable to HMT.
 29. The Customer indemnifies HMT against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark or design supplied by the Customer.
 30. New products are covered by the warranty according to the Manufacturer's product specific warranties only and all other warranties, including common law warranties, are hereby specifically excluded.
 31. Services and repairs are covered by a 6 months warranty.
 32. New products are covered by a 12 months warranty. No product will be accepted for repair if the warranty period has expired.
 33. HMT warrants that the product is of good quality and that the product complies with specifications prescribed by HMT, and further warrants that HMT shall at its discretion repair a faulty product or a product that failed testing, normal wear and tear excepted, during the 12 months from date of delivery of a new product to the Customer. Liability under clause 32 is restricted to the cost of repair only. No product will be accepted for repair if the warranty period has expired.
 34. No claims under this Agreement shall be entertained unless the Customer informs HMT in writing within 3 days of identifying the defect or repair requirement.
 35. Any product requiring a repair will be delivered to and collected from HMT by the Customer at its own cost and responsibility, unless agreed otherwise in writing by HMT and will be accompanied by the original Tax Invoice and packed in the original or likewise suitable packaging.
 36. All warranties are immediately voided if in the opinion of HMT the product has been altered, modified and/or tampered with in any way whatsoever by the Customer or third parties or if operated or stored outside the Manufacturer's and/or HMT's specifications.
 37. In the event of any arrear outstanding payment from the Customer or cancellation of an order by the Customer, any item delivered to HMT shall serve as a pledge in favour of HMT for present and past debts and HMT shall be entitled to retain or realise such items as it deems expedient at a reasonable market value. The sworn or realised value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.
 38. HMT shall not be liable for any damages, direct, indirect, consequential or otherwise arising from any use, mis-use, abuse or neglect of the product.
 39. Payment terms are strictly the amount reflected on the Tax Invoice issued by HMT and unconditionally due either (a) cash on delivery; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by HMT or (c) as otherwise agreed in writing.
 40. Any credit facility granted by HMT is variable in HMT's sole and absolute discretion and may be increased, decreased or suspended in whole at any time without notice.
 41. Interest on arrear amounts will accrue at the prevailing maximum legal *mora* interest rate and calculated and compounded daily.
 42. The Customer agrees to make all payments via EFT to the bank account nominated by HMT in writing.
 43. The Customer is not entitled to withhold payment to HMT for any reason.
 44. All discounts shall be forfeited if payment in full is not made on the due date.
 45. A certificate signed by any director or manager of HMT will be binding on the parties and constitute *prima facie* proof of the amount due and payable by the Customer to HMT at any time.



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46. The Customer agrees that if any amount is not settled in full on the due date HMT is entitled to:
(i) revoke all credit granted and (ii) place all current and outstanding orders and/or deliveries on hold and (iii) immediately institute action against the Customer; and/or (iv) cancel the Agreement and take possession of any product delivered to the Customer or any other premises and claim such damages as HMT can prove. These remedies are without prejudice to any other relief HMT may have in law.
47. In the event of any legal action being instituted by HMT, HMT will be entitled to recover its legal costs on the scale as between attorney and own client. The Customer shall be liable for any tracing, collection or valuation fees incurred as well as for any costs for obtaining security when required.
48. The parties` consent to the jurisdiction of the Magistrate`s Court but retain the right to approach the High Court.
49. All products supplied by HMT remain the property of HMT until paid in full.
50. The Customer irrevocably authorises HMT to enter its premises to repossess any product delivered and indemnifies HMT completely against any damage whatsoever relating to the removal of repossessed products.
51. The Customer is not entitled to sell, dispose, cede or otherwise encumber any unpaid product without the prior written consent of HMT.
52. No indulgence or extension of any nature granted to the Customer will constitute a waiver by HMT of its rights in terms of this Agreement.
53. Any written communication and/or document from HMT shall be deemed duly received by the Customer within 24 hours when transmitted during a business day Monday to Friday and between the hours of 08h00 and 17h00 to any of the Customer`s authorised representatives` email addresses, or hand delivered to the Customer`s principal place of business.
54. The Customer chooses as its *domicilium citandi et executandi* its registered physical address for service of all legal documents, notices and process.
55. The Customer undertakes to inform HMT in writing with 14 days` notice in advance of any change of Director, Member, Shareholder, Owner or Partner, selling or alienating the Customer`s business or changing its principal place of business address.
56. Any order and/or credit facility is subject to cancellation by HMT without notice, should the Customer make any attempt of compromise, liquidation, sequestration, termination or if



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judgment is recorded against the Customer or any of its principals, director or members and remains unpaid for a period of 7 days from Judgment. In such event HMT has the right to suspend all orders and deliveries, suspend all credit and all amounts outstanding will become due and payable immediately.

57. The Customer hereby consents to the storage and use by HMT of the personal information that it has provided to HMT for establishing its credit rating and to HMT disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that HMT will not be held liable for the good faith disclosure of any of this information to such a third party and that no further specific consent need to be obtained for the transfer of such information to a specific third party.
58. The Customer hereby consents that HMT can provide personal information of the Customer to third parties, if the Customer has indicated HMT as a trade reference to third parties and the Customer agrees that HMT will not be liable for the good faith disclosure of any of this information to such third parties.
59. The invalidity of any part of this Agreement shall not affect the validity of any other part.
60. Any order is subject to cancellation by HMT due to *force majeure* / Acts of God and any cause beyond the reasonable control of HMT, including (without restricting this clause to these instances): inability to secure labour, power, electricity, materials or supplies, or by reason of a worldwide event, war, civil disturbance, riot, state of emergency, strike, lockout, pandemic or other labour disputes, fire, flood, drought or legislation. In such event HMT will be immediately and irrevocably released from any contractual obligations, damages and/or penalty obligations.
61. This Agreement and its interpretation are subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to clause 48.