

CONDITIONS OF SALE

These are the conditions of sale which apply to every contract for sale of goods by THE SEAT CONNECTION to any buyer. They shall apply to and be incorporated in every such contract except as otherwise stated in the contract.

1. PRICES

- (a) Unless otherwise stated, the purchase price of the goods shall be the seller's official price list ruling for them at the date of despatch.
- (b) If any payment is not made on due date, then the seller may, without prejudice to any other rights it may have, charge interest on the amount due at the prevailing bank overdraft rate.
- (c) Payment by cheque will only be deemed to have taken place once the cheque has been cleared through the seller's bank account.

2. DELIVERY

- (a) Any time or period stated for delivery is approximate. We will endeavour to deliver goods within a reasonable time of receipt of the order or within the time stipulated if any, but the Company accepts no liability for late deliveries and in no case shall time be of the essence of the contract unless specifically agreed to by us in writing.
- (b) Unless otherwise agreed the goods will be delivered free to the Reef area. When the goods are forwarded by other means the extra charges for transportation are for the purchaser's account. Delivery shall be deemed affected when the goods are delivered to the other agent for transportation.
- (c) THE SEAT CONNECTION shall not be responsible for any claims for damages or loss howsoever arising from delays in delivery.

3. OWNERSHIP, RISK & EXCLUSION

- (a) Notwithstanding delivery of any goods, ownership shall not pass until their purchase price has been **paid in full**.
- (b) The risk shall pass to the buyer on delivery.
- (c) The seller shall be exempted from and not be liable for any indirect or consequential damages of any nature, or any loss of profit or special damages of any nature, whether in the contemplation of the parties or not, which the buyer may suffer as a result of any breach by the seller or its obligations hereunder.
- (d) Subject to the warranty in 5, the seller does not give any warranty or guarantee to make any representation whatever in respect of the goods or their fitness for any particular purpose, whether known to the seller or not, and shall not be liable for any latent or other defects in the goods.
- (e) Any recommendation or suggestion relating to the use of the goods made by the seller either in technical literature or in response to a specific inquiry, is given in good faith, but is for the buyer to satisfy himself of the suitability of the goods for his particular purposes, and he shall be deemed to have done so.

4. WARRANTY

- (a) The seller warrants to the buyer that the goods supplied are in accordance with any specifications specified in the contract, or if there is no such specification to be within the normal limits of industrial quality.
- (b) The seller's liability under this warranty shall be limited to replacing any goods shown to be defective or, at the seller's option reimbursement of the price received by the seller for the goods.
- (c) The seller shall not be liable in terms of (b) to replace any goods in a consignment unless it receives immediate written notice from the buyer to enable the complaint to be investigated before the remainder of the consignment is used or returned.

5. VIS MAJOR

- (a) The buyer shall not have any claim of any nature whatever against the seller for any failure by the seller to carry out any of its obligations under the contract as a result of vis major.
- (b) The seller shall be entitled to cancel or delay deliveries, or to reduce the amount delivered, if is prevented from or hindered in or delayed in manufacturing or delivery by normal routes or means of the description covered by the contract, through vis major.
- (c) For the purposes of (a) and (b), vis major shall include without being limited to, strikes, lockouts, accidents, shortages or unavailability of raw materials from normal sources or routes of supply or unavailability of labour, any defaults or delay of subcontractors, riots, political or civil disturbances, the elements, any act of any State of Government of any other authority, or any cause beyond the seller's reasonable control.

6. CANCELLATION AND SUSPENSION

- (a) The seller may cancel the contract or any uncompleted part of it, if the buyer:
 - (i) Commits a breach of any of the terms or conditions of the contract, or
 - (ii) Being an individual, does or is provisionally or finally sequestered, or surrenders his estate, or
 - (iii) Being a partnership, the partnership is terminated, or
 - (iv) Being a company, is placed under a provisional or final order of liquidation or judicial management, or
 - (v) Compromises or attempts to compromise generally with any of the buyers creditors.
- (b) The seller's remedies in (a) shall not be exhaustive and shall be without prejudice and in addition to any other remedies it may have.
- (c) No relaxation which the seller may allow on any one occasion for the carrying out of the buyer's obligation shall prejudice or be a waiver of the seller's right to enforce obligations on any other occasion.
- (d) Upon the termination of the contract for any reason whatsoever
 - (i) All amounts then owed by the buyer to the seller in terms of the contract shall become due and payable forthwith
 - (ii) the seller may retake possession of any goods in respect of which ownership has not passed.
- (e) If any amount owned by the buyer is not paid on due date, then without prejudice to any other right the seller may have, it may immediately suspend the carrying out of any of its then uncompleted obligations until the payment is made.

7. NEGOTIABLE INSTRUMENTS

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

8. CESSION

The buyer may not cede any of his rights under the contract without the seller's consent.

9. PROPER LAW & JURISDICTION

The validity of the contract, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its performance or expiration or earlier termination for any reason, shall be determined in accordance with the laws of the Republic of South Africa.

10. ARBITRATION

Any dispute which cannot be settled by negotiations between the seller and the buyer may at the seller's election be submitted to arbitration in accordance with the Arbitration Act (Act No 42 of 1965) or any amendment thereto or any law passed in substitution thereof.

11. VARIATION

No alteration or variation of the contract shall be of any force or effect unless it is recorded in writing and signed by or on behalf of the seller.

12. INTERPRETATION

The headings in these conditions are for convenience only and are not to be taken into account for the purposes of interpreting the contract.