

1. GENERAL CONDITIONS OF SALE

- 1.1 The following terms and conditions shall be binding upon any of the sales of Boltfast (Pty) Ltd (Hereafter referred to as Boltfast) to any Customer and shall be the exclusive basis to any of Boltfast's sales.
- 1.2 Subject to Clause 1.3 hereunder, this agreement becomes final and binding on receipt and acceptance by the customer of a quotation by Boltfast, the moment an over-the-counter transaction is concluded with a customer or at the acceptance of delivery of goods by or on behalf of Boltfast
- 1.3 In circumstances where customers make use of an order system with or without a quotation provided to them, this agreement shall be concluded at acceptance of such order by Boltfast.
- 1.4 Boltfast reserves the right at its sole discretion to provide alternative goods of the same standard and quality at the prevailing prices to those ordered by the Customer, should such goods be superseded, replaced, discontinued or their manufacture terminated.
- 1.5 All quotations will remain valid for a period of 14 days from the date of the quotation or until the date of issue of a new price increase, whichever occurs first.
- 1.6 All quotations are subject to the availability of the goods or services and/or prior sales and subject further to the correction of errors in good faith by Boltfast and any price quoted shall be subject to variation up to the time of delivery in relation to any fluctuations of the wholesale price of the goods, foreign exchange fluctuations and/or duties and taxes.
- 1.7 If the Customer disputes the amount of such increase, that increase may be certified by any independent auditor as expert and such certificate shall be final and binding on the Customer.
- 1.8 The Customer hereby confirms that the goods or services on any Tax invoice issued, duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, 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.
- 1.9 Notwithstanding the provisions of Clause 6.6 hereunder, all **orders or agreed variations to orders**, whether orally or in writing, shall be binding and subject to these standard conditions of Agreement and may not be revoked by the Customer.
- 1.10 Boltfast 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.
- 1.11 Boltfast shall be entitled to invoice each delivery / performance actually made, separately.
- 1.12 Any delivery note, tax invoices, waybill or job card, whether it be a copy or an original, signed by the Customer or a third party engaged to transport the goods and held by Boltfast, shall be *prima facie* proof that delivery was made to the Customer.
- 1.13 Repair times and repair costs on any faulty products provided to the Customer, are merely estimates and are not binding on Boltfast when such repairs are undertaken by the suppliers of such products and/or services.
- 1.14 Delivery of the goods or services to the Customer shall take place at the place of business of Boltfast, unless agreed in writing to the contrary.
- 1.15 The Customer agrees that the amount contained in a Tax Invoice issued by Boltfast, shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a credit approved Customer in terms of a duly signed Credit Application agreement, within 30 days from the end of the month in which a Tax Invoice has been issued by Boltfast.
- 1.16 The Customer agrees to pay the amount on the Tax Invoice at the offices of Boltfast.
- 1.17 The risk of payment by cheque through the post rests with the Customer.
- 1.18 Subject to the terms of the Credit Application agreement:
- 1.18.1 The Customer has no right to withhold payment for any reason whatsoever and any extension of payment will not be applicable or enforceable unless agreed to by Boltfast, reduced to writing and signed by the Customer and a duly authorised representative of Boltfast.
- 1.18.2 The Customer is not entitled to set-off any amount due to the Customer by Boltfast against this debt.
- 1.18.3 The Customer agrees that the amount due and payable to Boltfast may be determined and proven by a certificate issued and signed by any director or manager of Boltfast, whose authority need not be proven or by any independent auditor appointed by Boltfast. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.

- 1.19 Subject to Clause 3.7 hereafter, in the event of cancellation of an accepted order by the Customer and such cancellation is accepted by Boltfast, the Customer shall be liable to pay (a) the difference, between the selling price and the value of the goods at the time of taking back possession of such goods and (b) all other costs incurred in the return of such goods. The value of such returned goods shall be deemed to be the value placed on them by any sworn appraiser, after receiving such returned goods, and such valuation shall be conclusive proof of the value.
- 1.20 In the event of lawful cancellation of the Agreement by Boltfast, it is entitled not to deliver on any outstanding balance of a contract and to recover any loss sustained thereby from the Customer, in addition to any other remedies it might have in law.
- 1.21 In circumstances where products are ordered to the specifications of the Customer, other than the standard products in stock at Boltfast, hereinafter called "Special Manufactured Goods", the Customer agrees to accept any quantity that does not exceed or fall short of the quantity ordered by no more than 10% variance as good and complete performance and pay for such variance. Any such orders shall only be accepted at the discretion of Boltfast, if in writing and accompanied by a clear technical drawing with sufficient detail to enable Boltfast to manufacture or have manufacture to such specifications, including but not limited to, any other special manufacturing or testing requirements, material of construction, surface treatment specifications and dimensional attributes. The Customer shall indemnify Boltfast for all liability, claim or damages as a result of the manufacture or delivery of any product to such specifications as against the Customer or any third party. Unless otherwise agreed, a 50% deposit shall apply when Special Manufactured Goods are ordered.
- 1.22 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 1.23 In lieu of any specific quotation by Boltfast, the Customer agrees to the Standard Rates and Prices of Boltfast for any goods or services rendered, which rates may be obtained on request.

2. RISK AND DELIVERY

- 2.1 The risk of damage to, destruction or theft of goods shall pass to the Customer on delivery in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full.
- 2.2 Delivery and performance times quoted are merely estimates and are not binding on Boltfast.
- 2.3 If Boltfast agrees to engage a third party to transport the goods. Boltfast is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Boltfast.
- 2.4 The Customer indemnifies Boltfast against any claims that may arise from such agreement in clause 2.3

3. LIABILITY and EXCLUSIONS

- 3.1 The Customer acknowledges that it does not rely on any representations made by Boltfast in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Boltfast in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless specifically agreed to in writing by Boltfast.
- 3.2 The Customer agrees that neither Boltfast nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 3.3 It is the sole responsibility of the Customer to determine that the goods or services ordered and/or delivered are suitable for the purposes of intended use. It is the Customer's sole responsibility if he/she/it chooses to compile and/or use combinations of the products of Boltfast and Boltfast shall in no way be liable for any damages as a result of certain combinations of its products being utilised.
- 3.4 New goods, except for electrical components which have no guarantee, are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. The guarantee provided does not cover normal wear and tear. Repairs outside the guarantee period are guaranteed for a period of 90 days against faulty workmanship and parts are guaranteed for a period of 90 days.

- 3.5 Liability under clause 3.4 is restricted to the cost of repair of such product or replacement of faulty goods or services at the sole discretion of Boltfast.
- 3.6 No claim under this Agreement shall arise unless the customer has within 3 days of an alleged breach of contract and/or defect occurring, given Boltfast written notice by prepaid registered post or other acceptable electronic communication of such breach or defect, and has afforded Boltfast at least 30 days to rectify such defect or breach.
- 3.7 All guarantees are immediately null and void should any goods supplied be tampered with, modified, repaired, marked in any other way as supplied initially or serviced by any other party than Boltfast or should the goods be used or stored outside Boltfast's specifications.
- 3.8 Under no circumstances shall Boltfast be liable for any consequential damages including loss of profits or for delictual or consequential contractual liability of any nature whatsoever whether caused negligently or innocently.
- 3.9 Under no circumstances shall Boltfast be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

4. **RETURNS**

- 4.1 Any claims, or claims for returns must be, after completing the relevant Boltfast Request for credit and/or Return Form, supported by the original Tax Invoice and delivery note and after delivery of the products supplied, the Customer shall bear the responsibility to ensure that all products that are the subject of a claim, can be traced to Boltfast as supplier.
- 4.2 The Customer shall return any defective or incorrectly supplied goods to the premises of Boltfast, packed in the original packaging and all risks for the duration of repair or substitution of the products, remain with the Customer. In circumstances where the Customer ordered the wrong products or the request for return is due to other fault on the side of the Customer, such customer shall be liable for the associated transport costs of initial delivery, returning the stock and redelivering it
- 4.3 If stock is ordered incorrectly or an order cancelled not on the fault of Boltfast, a handling fee of 10% of the selling price may be charged. In the instance where a replacement item is not taken the handling fee can be increased to 20% of the selling price.
- 4.4 Stock items which is not on the Boltfast fast moving item list and are bought specifically for the client will not be taken back unless there is a quality defect or fault on Boltfast's side during the ordering process, this includes specially manufactured items.
- 4.5 Ageing stock that is returned must formed part of a formal agreement clearly stating the return criteria

5. **ACCEPTANCE STANDARDS**

- 5.1 Unless otherwise agreed in writing, the parties agree that all products provided in terms of this agreement are supplied as per the Customer's supplied specifications on any over the counter transaction, or through the request for a quotation by a Customer or Purchase order by the Customer, whichever occur last.
- 5.2 The Parties agree that the Products supplied by Boltfast are general purpose products and are manufactured according to relevant internationally recognised standards, subject to all warnings and disclaimers contained in those standards' terms and conditions.
- 5.3 For acceptance inspection all delivered general purpose products are subject to the acceptance plan as stated in that individual product's standards.
- 5.4 In circumstances where no specific acceptance plan is specified or has been agreed in writing, the acceptance plan as per ISO 3269 or BS 6001 shall be applicable.
- 5.5 Unless otherwise agreed in writing, the agreed gauging standard shall be ISO 1502.
- 5.6 Where no dimensional tolerances are specified and agreed in writing, the ISO standard for fastener/product tolerance shall be ISO 4759.
- 5.7 For surface discontinuities not specified and agreed upon in writing by the Parties, the standard of ISO 6157 shall apply.
- 5.8 If not specified and agreed in writing otherwise, the mechanical properties and testing procedures shall be in accordance with appropriate standard from the ISO 898 series and for Stainless steel the ISO 3506 shall apply.

6. COPYRIGHT

- 6.1 The Customer acknowledges all copyrights on products and shall not duplicate copyrighted material or products for any purpose and that each infringement attempt shall immediately render the full prevailing price of such product be payable to Boltfast as pre-liquidated damages for such infringement in addition to any other damages sustained by Boltfast.
- 6.2 The Customer shall indemnify Boltfast against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark or design supplied by the Customer or by any supplier to Boltfast.

7. DEFAULT

- 7.1 The Customer agrees that if he/she/it is in breach of any of the provisions of this agreement or an account is not settled in full (a) against order; or (b) within the period agreed in Clause 1.15 above in the case of a Credit Approved Customer; Boltfast is without any further notice; (i) entitled to recover all outstanding amounts together with mora interest and legal costs as determined hereunder or (ii) to cancel the Agreement in which event Boltfast shall be entitled to through any legal process take possession of any goods delivered to the Customer and claim damages together with mora interest and cost as determined hereunder. These remedies are without prejudice to any other common law rights Boltfast may be entitled to in terms of this Agreement or in law.
- 7.2 The Customer agrees that Boltfast will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the law of the Supreme Court 59 of 1959 in any proceedings.
- 7.3 The Customer agrees that no indulgence whatsoever will affect the terms of this Agreement or any of the rights of Boltfast and such indulgence shall not constitute a waiver by Boltfast in respect of any of its rights herein.
- 7.4 The Customer hereby consents that Boltfast shall have the right to institute any legal actions the Magistrate Court or other Competent Court with jurisdiction at its sole discretion.
- 7.5 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier to the abovementioned addresses or (v) within 24 hours of being e- mailed to any e-mail address provided by the Customer.
- 7.6 The Customer chooses its address for any notification or service of legal documents or processes at the business address or the physical addresses or chosen *domicilium citandi et executandi* of any Director (in case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
- 7.7 The Customer hereby consents to the storage and use by Boltfast of the personal information that it has provided to Boltfast disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Boltfast will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 7.8 The Customer shall be liable to Boltfast for all legal expenses on the attorney-and-own-client scale incurred by Boltfast in the event of (a) any default and/or breach by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement.

8. GENERAL

- 8.1 The Customer undertakes to inform Boltfast in writing within 7 days of any change of Director, Member, Shareholder, Trustee, Owner or Partner or address and 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Boltfast reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer and/or cancel any agreement between the parties, in which event all or any amounts outstanding to Boltfast, shall payable immediately.
- 8.2 Each provision of this Agreement is severable from the rest of the agreement and continues with full force and

- effect, irrespective of other clauses being declared void or voidable.
- 8.3 Any order is subject to cancellation by Boltfast due to acts to God or any circumstances beyond the control of Boltfast, including (without restricting this clause to these instances); inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 8.4 Any order is subject to cancellation by Boltfast if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration or judgement is recorded against the Customer or any of its principals.
- 8.5 This Agreement and its interpretation is subject to South African law.
- 8.6 The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Boltfast and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Boltfast; (b) this Agreement is applicable to all existing debts and future debts between the parties; (c) this Agreement is final and binding and is not subject to any suspensive or resolutive terms of conditions (d) any conflicting conditions stipulated by the Customer are expressly excluded; (e) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Boltfast and (f) these terms apply to all agents and subcontractors of Boltfast. Notwithstanding the signing and acceptance of any sales/purchase order of a customer hereafter, the terms and conditions contained herein shall supersede all terms and conditions of any such sale/purchase order which is in conflict with the terms and conditions contained herein.
- 8.7 The signatory hereby binds himself / herself in his / her personal capacity, whether signed as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner, as co-debtor jointly and severally in solidum, for the full amount due to Boltfast and agrees that these Standard Conditions will apply in the exact same way to him / her.
- 8.8 Any print out of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.