

**SGB-CAPE including SGB SCAFFOLDING SYSTEMS OSS (a division of WACO AFRICA LIMITED)
SCAFFOLD M-POWER (PROPRIETARY) LIMITED (a subsidiary of WACO AFRICA LIMITED)
SGB SCAFFOLDING SYSTEMS (A division of WACO AFRICA LIMITED)
(that one of which shall be the contracting party being hereinafter referred to as “the Supplier”)**

GENERAL CONDITIONS OF SALE

1. Quotations and prices exclude Value Added Tax (VAT). VAT will be charged and be payable at the current rates, unless the Customer provides written proof of its exemption from the payment of VAT.
2. Quotations are valid for 30 days from date of quotation. No equipment will be supplied without an official written order.
3. The price shall be payable without deduction or set off on or before the last day of the month following the month in which the Supplier's invoice is issued. Should any amount payable by the Customer to the Supplier, whether in terms hereof or otherwise, not be paid on due date:
 - 3.1 all amounts payable by the Customer to the Supplier, whether in terms hereof or otherwise, shall immediately become due and payable;
 - 3.2 all amounts overdue shall bear interest at the rate of 2% (two percent) per month from due date to date of payment;
 - 3.3 the Supplier shall be entitled to suspend performance of any of its obligations pending payment of such amounts and interest;
 - 3.4 the Supplier shall have the remedies set out in 14 hereunder.
4. The prices quoted are those ruling at the date of quotation and the Supplier reserves the right to revise such quotation at any time after the expiry of 30 (thirty) days and prior to acceptance by written order.
5. Ownership of the equipment shall not pass to the Customer until the price payable by the Customer in respect thereof has been paid in full.
6. The risk in the equipment shall pass to the Customer as soon as the equipment has left the Supplier's premises.
7.
 - 7.1 Unless the Supplier and the Customer agree otherwise in writing, the Customer shall take delivery of the equipment at the Supplier's premises at the Customer's expense.
 - 7.2 If the Supplier and the Customer agree in writing that the equipment is to be delivered at a place other than the Supplier's premises:
 - 7.2.1 the Customer shall pay the transport charges in an amount to be agreed upon in writing;
 - 7.2.2 the Customer shall be responsible for receiving and unloading the equipment and checking it in the presence of the Supplier's representative. In the event General Conditions of Sale Page 2 of 4 of any shortages or damage, the delivery note must be endorsed accordingly. In addition, separate written notification must be given to the Supplier within 3 (three) days of delivery. In the event that the foregoing is not complied with, the Customer shall have acknowledged that it has received all of the equipment in good order and condition;
 - 7.2.3 if the Customer is not present at the agreed place of delivery, delivery may nonetheless be affected by offloading the equipment at such place and the above provisions regarding separate written notification of shortages or damage, and recognition of claims, shall apply.
- 7.3 If the equipment is to be railed, the Railways shall be the Customer's agent and delivery to the Railways shall constitute delivery to the Customer.
- 7.4 The Supplier shall be entitled to deliver the equipment in more than one consignment, in which event each consignment shall be paid for on or before the end of the month following the month in which the Supplier's invoice is issued.
- 7.5 If the Supplier does not deliver the equipment on the date agreed upon in writing or within 3 (three) days from the date of receipt of notice calling upon it to deliver, the Customer shall be entitled to cancel the contract and to reclaim any amounts paid in respect of such equipment but shall not have any other claims of any nature whatsoever against the Supplier.
8.
 - 8.1 The Supplier warrants and represents that the equipment is:
 - 8.1.1 free of defects; and
 - 8.1.2 suitable for the purpose for which it is normally used.
 - 8.2 In the absence of written agreement to the contrary, including an express negation of this clause, the Supplier does not warrant or represent:
 - 8.2.1 the suitability of the equipment for any special purpose for which the Customer may require it; or
 - 8.2.2 the accuracy, correctness, feasibility, safety and/or practicability of any advice, information, drawings, designs or specifications as to its characteristics and capabilities, such latter information being intended to be approximate only.
- 8.3 It is recorded and agreed that no warranties, representations or guarantees other than these recorded herein have been given or made in connection with the sale of the equipment.
9.
 - 9.1 In the event of a breach of the warranties set out in 8.1 or, if applicable, any warranty which may have been given in terms of 8.2, the Supplier shall, at its election:
 - 9.1.1 repair or replace the equipment in question, or
 - 9.1.2 refund a proportionate share of the price relating to the defective or unsuitable portion of the equipment against the return of such equipment, provided that written notice specifying the defects or unsuitability is given to it within 30 (thirty) days of delivery of the equipment (or within three days if General Conditions of Sale Page 3 of 4 7.2 above is applicable, i.e. equipment found on delivery to be damaged), and the Customer shall not have any other claims of any nature whatsoever against the Supplier.
 - 9.2 Notwithstanding anything to the contrary herein contained, neither the Supplier nor any of its employees or agents shall be liable for any loss or damage suffered by the Customer arising from any cause whatsoever in connection with the sale of the equipment or the use thereof, whether such loss or damage results from a breach of contract, negligence or any other cause.

10. If at any time a defect that could give rise to a claim against the Supplier by a third party should become visible in the equipment, the Customer shall take immediate steps to remedy the danger on an interim basis and shall forthwith notify the Supplier in writing of the danger.
11. Under no circumstances whatsoever shall the Supplier at any time be liable for any claims for consequential loss or damage which may be sustained by the Customer or for any claims made by any other person whatsoever, in connection with this contract and/or the equipment.
12. The Customer shall not be entitled to cede or assign its rights or obligations in terms of this contract without the written consent of the Supplier first having been obtained.
13. Whilst the Customer is indebted to the Supplier in respect of the price of the equipment:
 - 13.1 the Customer agrees to keep the equipment in good order and at all times to allow the Supplier and/or its agents and/or its servants to inspect the same;
 - 13.2 the Customer shall at its own expense keep the equipment properly insured for their full value against loss or damage through fire, accident, theft and other risks;
 - 13.3 no alteration of or modification to the equipment may be made by the Customer;
 - 13.4 the Customer shall keep the equipment at the place of delivery and shall not move the equipment to any other destination without the prior written consent of the Supplier first having been obtained;
 - 13.5 the Customer shall not part with possession of the equipment or any part thereof or otherwise deal therewith save as contemplated in this contract.
14. Should the Customer default in the punctual payment on due date of the price payable in respect of any equipment or default in the punctual observance or performance of any of its other obligations or undertakings hereunder, then the Supplier shall have the right to cancel the contract in respect of the sale of any equipment not yet delivered and to demand that the Customer forthwith returns, at its own expense, any equipment already delivered to the Customer and not paid for or not fully paid for, to the Supplier, and should the Customer fail to do so then the Supplier will have the right to apply to any competent court for an order for repossession of such equipment. Any such action taken by the Supplier shall be without prejudice to the Supplier's rights to recover all loss or damage sustained by the Supplier, whether in respect of damage and/or depreciation and/or repairs required to be made to the goods so recovered or otherwise.
15. The Customer consents in terms of Section 45(1) of the Magistrate's Court Act No. 32 of 1944 as amended in respect of any proceedings which may be instituted against it by the Supplier arising out of or in connection with this contract, to the jurisdiction of any Magistrate's Court which at the time of such proceedings has jurisdiction over it in terms of Sections 28(1) of the said Magistrate's Court Act. Notwithstanding the foregoing, the Customer specifically agrees that the Supplier may in its discretion disregard the foregoing General Conditions of Sale Page 4 of 4 consent to jurisdiction and institute any proceedings arising out of or in connection with this contract in the High Court of South Africa having jurisdiction.
16. The Customer hereby appoints its address overleaf as its domicilium citandi et executandi for all purposes incidental to or arising out of this contract.
17. A certificate under the hand of any director, any manager or secretary of the Supplier stating that any particular sum or sums is/are due and payable by the Customer to the Supplier in terms of this contract or stating the amount of any costs, charges or expenses taken into account in determining the amount of any claim in favour of the Supplier against the Customer in terms of this contract shall be admissible in any court of law as prima facie proof of the contents thereof and shall constitute a liquid document for the purposes of summary judgment or provisional sentence.
18. No relaxation or indulgence granted by the Supplier to the Customer shall be deemed to be a waiver any of the Supplier's right in terms hereof nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of this contract. This contract constitutes the entire contract between the parties. No agreement at variance with the terms and conditions of this contract shall be of any force or effect unless in writing and signed by the parties hereto.
19. Should proceedings be instituted by the Supplier, the Customer shall be liable for all attorney and own client costs, including, but not limited to, collection charges of 10% per amount received, tracing and storage fees.
20. Customers are to complete and submit a CPF (Customer Particular Form) before commencement of supply of equipment. Please allow approximately 3 (three) days for the credit check to be performed.
21. These terms shall apply to and govern any future agreements of sale of equipment by the Supplier to the Customer.
22. Each sale shall be a separate contract governed by these conditions of sale.