



# Pos Service Holland (SA) Pty Limited

## GENERAL SALES CONDITIONS POS SERVICE HOLLAND (SA) PTY LTD Version 1.0.

### 1. Definitions

1.1 In these general conditions it is understood under:

**Supplier:** Pos Service Holland (SA) Pty Ltd T/A PSH-SA

**Customer:** Every natural or legal person with whom supplier negotiates concerning the production of an agreement;

**Agreement:** Every agreement which comes about between Supplier and Customer, each modification of it or supplement to, as well as all (law) handling for preparation and in implementation of that agreement;

**Products:** All matters which are the subject of an agreement;

**Order:** Every task of customer to supplier.

### 2. Utilization

2.1. These conditions determine all agreements and are applicable on all matters concerning operations and acts of law between Supplier and Customer.

2.2. The relevance of some general or specific conditions or stipulations relating to Customer code of business is explicitly rejected by supplier.

### 3. Offers Production Of Agreements And Tasks And Names Of Products

3.1. An offer, price or quotation do not necessarily bind the Supplier and are only considered as an invitation to placing an order.

3.2. An agreement comes about only if and as far as Supplier accepts an order in writing or by Supplier's implementation to an order it is given.

3.3. All information regarding numbers, sizes, weights and names of products have been supplied as accurately as possible by the Supplier. The Supplier cannot be held responsible for deviations that can occur. Original Numbers are for reference purposes only. Drawings, models and registered names of all products serve as supplementary information and differences can occur.

3.4. If delivered products deviates from its intended application the Supplier has the right to rectify the part in a reasonable and amicable way which is both beneficial to the Customer and Supplier. If the Supplier cannot reasonably rectify the product the Customer can cancel the Agreement.



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### 4. Modifications And Supplements

- 4.1. Modifications of and supplements are only provision in an agreement and/or the conditions apply only if they have been fixed in writing by Supplier and are related only to the concerning agreement.

### 5. Prices

- 5.1. All prices shown are in SA Rand and exclude VAT. Costs relating to freight, packing, Import & Export duties and taxes are payable by the Customer unless otherwise agreed upon.
- 5.2. Prices based on the time of closing the agreement and before actual delivery is made can be modified if costs relating to currency rates, freight, export and import duties, taxes, levies levied directly or indirectly to the Supplier. These costs would be passed onto the Customer.

### 6. Payment

- 6.1. Customer will pay in the currency that is reflected on the Invoice within 30 days from receipt of Invoice. Interest will be applicable on late payment as per Prime Bank Rate per month and payment terms will be at the discretion of the Supplier.
- 6.2. Taking into account provisions of Item 6.1 all Invoices must be paid in full no discounts, credit notes or any other deductions can be off-set against Due Invoices. Customer can at no time suspend or delay any due Invoices.
- 6.3. At any time the Customer's Credit becomes in doubt the Supplier can request prepayment or secure approximate collateral for the value of the order before the order is completed. The supplier will not be liable to pay interest or incur any penalties for holding such collateral on behalf of the Customer. The Customer's Credit Rating is the sole discretion of the Supplier.
- 6.4. If the Customer's credit limit is reached and further credit is required for a limited period of time the full amount will incur interest at Prime Bank Rates that the account becomes overdue.
- 6.5. If the Customer defaults on outstanding accounts and legal or non legal proceedings are implemented for these payments all costs are payable by the Customer.

### 7. Property Reservation

- 7.1. Ownership of all goods will remain with the Supplier and will only become the property of the Customer when all payment obligations have been completed.



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- 7.2. Taking into account Item 7.1 the Customer cannot sell, pledge or enter into any transaction legal or non legal regarding the product as collateral until the Supplier has received full payment of the product.
- 7.3. As long as the Supplier is the owner of the products the Customer will store the products in a manner that is clear the Supplier has ownership of the product. The Customer is obliged on the request of the Supplier to advise where the Products are at all times. The Customer has to notify the Supplier under any circumstances if the Product is threatened by confiscation or any claim by a third party immediately.
- 7.4. If a Customer is held in a provisional seizure for non payment or is in a state of bankruptcy the Customer will immediately inform the necessary official governing personal that products in his possession is legally the property of the Supplier. In such instance the Customer is legally bounded to ensure the Supplier's Products cannot be sold under any circumstances.

### 8. Delivery Periods

- 8.1. Delivery dates given by the Supplier at the time of the Agreement are based on valid circumstances which are dependent on data from third parties and facts which they have supplied to the Supplier. The Supplier at all times will endeavour to adhere to deliveries as per Agreement.
- 8.2. If the Supplier's implementation of delivery date is dependant on the Customer supplying of components or data the onus of the Delivery is dependant on the Customer.
- 8.3. Late deliveries do not entitle the Customer to claim damages from the Supplier. The Customer cannot cancel the Agreement unless the late deliveries will impact irrevocable loss to the Customer under such circumstances the Agreement can be cancel.
- 8.4. The Supplier has the right to partial deliveries to the Customer.

### 9. Delivery And Risk

- 9.1. Delivery of products as stated in the Agreement relating to costs, transferring of ownership and risk according to the conditions usual in the trade i.e. free, f.o.b.; c.i.f. and c.f. are applicable to the Inco Terms of the International Chamber of Commerce in Paris.
- 9.2. When the terms and conditions are not as listed in Item 9.1 the risk, delivery and ownership of the goods will be for the Customer when the Supplier has informed the Customer that the goods are ready to be despatched. The Supplier will inform the Customer time and place of where the goods are.



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- 9.3. If the Customer default on the collection of goods as specified in the Agreement the Supplier is allow warehousing the products but the Customer is still liable for costs and risk. The Supplier is permitted to sell the products to a third party and Customer is still liable for outstanding costs if these costs have not been paid by the third party as well as interests and costs pertaining to the product.

### 10. Circumstances Beyond One's Control

- 10.1. If the Supplier cannot meet their obligations through circumstances beyond their control then the obligations to the Customer is suspended for the duration of the circumstances.
- 10.2. If the circumstances as listed in Item 10.1 lasts beyond one month, both parties have the right in writing to dissolve partially or wholly the Agreement as long as the situation is justified by the circumstances.
- 10.3. If the circumstance is beyond the Suppliers control, the Customer has no right to claim full or partial compensation even if the Supplier receives an advantage of the circumstances.
- 10.4. If there is risk of circumstances beyond the suppliers control and the Supplier is aware of such risk the Customer cannot claim compensation from the Supplier for such a situation. Such examples is strikes, deportation, halting of production through a third party, transport breakdown, rules imposed by governing bodies, permits not given or withheld these circumstances is beyond the Suppliers control.
- 10.5. The Supplier will inform the Customer as soon as possible without delay of imminent circumstances beyond the Supplier's control.

### 11. Inspection And Complaints

- 11.1. The Customer is obliged to inspect all goods either through a third party, before delivery or on receipt of delivery. Complaints must be communicated at the latest 8 days after arrival of delivery in writing to Supplier.
- 11.2. If latent defects cannot be detected in the 8 day inspection a further lead time of 1 year is allowed after Invoice Date. The defect must be communicated in writing to the Supplier once the defect is known.
- 11.3. After quality control from the Customer is completed and the Product proves to be defective in it usage, processing or installation of the concerned product the Customer is obliged to immediately and if reasonable possible to cease usage of the product to prevent further damage.
- 11.4. The Customer will grant full co-operation to the Supplier to investigate the complaint regarding the working process, assembling, usage and the installation of the defective product.



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- 11.5. If the Customer does not co-operate or allow an investigation to be done on the defective product the Customer has no claim against the Supplier.
- 11.6. Customer is only permitted to return defective products once approval has been given by the Supplier.
- 11.7. If the complaint of the product by the Customer is sent timeously and the complaint is justified the Supplier's obligation is liable as stated in Item 12.3 taking into account the remaining provisions of Item 12.

### **12. Warranty**

- 12.1. Supplier vows to Customer at delivery of the product comply with the contractual Agreement between the Customer and Supplier. The product supplied will be in accordance with general usage and conditions as stipulated in the Agreement.
- 12.2. The supplier cannot be held for warranties that are not covered by their suppliers or subcontractors.
- 12.3. On complaint of the product as is in accordance with Item 11, and the complaint is justified the Supplier on the return of the product will replace, repair, credit or offer a discount to the Customer. The Supplier's obligation will have been met and no further compensation will be given to the Customer.
- 12.4 The Supplier offers no warranties on repairs except for those mentioned in 12.3.
- 12.5 Guarantee conditions on all Starter and Alternators are for a period of 1 (one) year, with a maximum of 100,000 km unless otherwise stated.
- 12.6 Warranty exceptions are applicable when Starters and Alternators are used in any form of mining application. Limited warranty will be applicable in such usage.

### **13. Liability And Protection**

- 13.1. The maximum compensation the Supplier will credit on a damaged product is the Invoice Value of the product.

### **14. Intellectual Property**

- 14.1. Customer does not have the right of intellectual property concerning the products provided by the Supplier.
- 14.2. The Customer is not permitted to modify or delete the Supplier's markings on the product nor copy or reproduce such markings.



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- 14.3. The Supplier to its best of knowledge in no way infringes to the Intellectual Property Rights of any third parties of their products that they supply in South Africa. If the Supplier infringes on these rights the Supplier has the right to change, replace or cancel the Agreement. The Customer has the option to cancel the Agreement when it is proven that they are infringing on Intellectual Property Rights.
- 14.4. The Customer will inform the Supplier immediately when a Third Party claims Intellectual Property Rights on the product. It is the Supplier's sole right in entering into any legal claims. The responsible of the Customer is their full collaboration to the Supplier regarding such claim.

### **15. Remaining Obligations Of Customer**

- 15.1. The Customer at all times must supply to the Supplier all relevant current and future data of their company which is prevalent in their Agreement.
- 15.2. The Customer's obligation regarding the Agreement that is entered between himself and the Supplier is that no delivery terms, purchases terms and installation terms can be obstructed by the Customer.

### **16. Omission And Rescinding Of Agreement**

- 16.1. If the Customer defaults on any aspect of the Agreement the Supplier has the option to postpone or cancel the Agreement.
- 16.2. In case of the Customer enters into a situation of having provisional postponement of payment, bankruptcy or liquidation the Supplier has the right to annul the Agreement. However the Supplier at their discretion can re-negotiate the Agreement under different terms.
- 16.3. Taking note of Item 16.1 and 16.2 the Rights of the Supplier under the law and the agreement will still be applicable.
- 16.4. In the case arising in Item 16.1 and 16.2 all claims on the Customer are directly and totally claimable by the Supplier who also has the right to enter premises where the product is stored, and which the Supplier is still the owner of the products, to collect the goods without hindrance and with full accordance of the law.

### **17. Transfer Of Rights**

- 17.1. If agreed by the Supplier the transfer and rights of the Customer's Agreement can be transferred to a competent third party, but this can only be done once written authorisation from the Supplier has been received by the Customer.