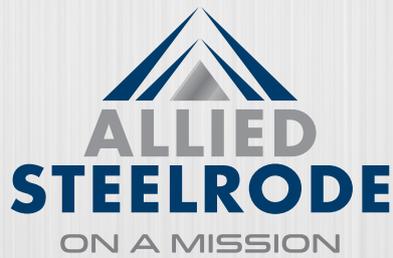


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Reg. No. 2012/173965/07
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TC 01-TERMS AND CONDITIONS OF SALE

- “Company”** shall mean Allied Steelrode (Pty) Limited (Registration number 2012/173965/07) or any other company or close corporation in the ALLIED STEELRODE GROUP, as well as its successors or assigns.
- “Contract”** shall mean any contract for the sale of any goods or the provision of any service between the company and the customer whether or not such contract arises out of an offer made by the company and accepted by the customer or an offer made by the customer and accepted by the company including any such offer made by the customer in response to a quotation by the company.
- “Head Office”** shall mean the principal place of business of the company
- “Customer”** shall mean the person who purchases products from the Company.

2. Application

- 2.1 These terms and conditions shall apply to all contracts and no alteration or variation hereof shall be binding on the company unless agreed to in writing and signed by an authorised representative of the company.
- 2.2 A contract shall be deemed to have been concluded at the head office irrespective of the circumstances surrounding or giving rise to such contract. 2.3. A reference to one gender shall be deemed to be a reference to the other genders and vice versa.
- 2.4. Headings are for convenience only and shall not be utilised in the interpretation of this agreement.

3. Price and Payments

- 3.1 The contract price shall be paid by the purchaser without any deduction or set-off within 30 days of the date of the company's statement of account in respect of any contract concluded during the calendar month in question, it being recorded that it is the company's practice to despatch statements of account at the end of each calendar month.
- 3.2 The customer shall be liable for interest at the rate equivalent to the prime overdraft lending rate +2% as charged from time to time by the company's banker, on all amounts which remain unpaid after the due date as contemplated in 3.1 above.
- 3.3 The price of the goods will be the official list price of the company ruling at the date of delivery under any contract unless otherwise specifically agreed.
- 3.4 No discount on the contract price shall be allowed unless specifically agreed to by the company and subject always to the condition that should the price not be paid on or before due date, the company shall be entitled to disallow and recoup such discount.

Date	Revision	Page	Approved	Reference
01/03/2013	0	1 OF 5	Approved by Mr. G Kers on 01/03/2013	TC 01

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TC 01-TERMS AND CONDITIONS OF SALE

4. Delivery

- 4.1** Delivery shall be completed when goods are handed to the customer or its agent at the company's premises and before loading commences and all risks in and to the goods shall pass to the customer upon delivery. The customer shall ensure that he inspects the goods on delivery and report and defects to the Company as well as any shortages
- 4.2** Should the company agree to effect transportation of any goods on behalf of the customer, it shall be entitled as the customer's duly authorised agent to engage a carrier of its choice on such terms and conditions as it deems fit, in which event such carriers shall be the agent of the customer and the customer indemnifies the company against all claims of any nature whatsoever which may be made against it by such carrier and the cost of such carriage shall be borne by the customer.
- 4.3** Time, in respect of delivery, shall not be of the essence of any contract and notwithstanding anything to the contrary herein contained, the company's obligations to deliver goods shall in all cases be subject to the availability of the materials or goods in question.
- 4.4** Should the customer fail to remove any goods from the company's premises following delivery, the company shall be entitled store the same at the customer's risk and the customer shall pay to the company on demand the reasonable costs thereof including storage and insurance.
- 4.5** Should the customer purchase special goods (ie any goods which are not included in the company's then current price list) the customer will accept whatever quantity is delivered providing it is within 10% (more or less) than the quantity purchased, without any adjustment to the purchase price.
- 4.6** the Company shall not be responsible for delays in delivery due to the breakdown of machinery, strikes, acts of God, Labour disputes, war, adverse weather, lock-out, riot, vis major, civil commotion, fire, delays of transport carriers, accidents, regulations or orders of any governmental or statutory bodies or persons, or due to other causes beyond the Company's control.
- 4.7** Should adverse weather or site problems necessitate a change in the agreed delivery date, the Customer shall advise the Company as soon as possible thereof, but shall in any event be liable for any Product already batched prior to notification of the delay.
- 4.8 The Customer:**
- 4.8.1.** shall ensure that the Company's delivery vehicles have full and free access to the points of delivery on site;
- 4.8.2.** shall ensure that routes to and from the points of delivery on site are safe and suitable for the Company's delivery vehicles;
- 4.8.3.** shall ensure that vehicles are off-loaded by the customer at the desired point on the site, and in the event of the Product being off-loaded at an incorrect point, the Company shall not be liable for any loss arising therefrom, whether direct, consequential, special or general;
- 4.8.4.** accepts responsibility for the means or method adopted for the handling, placing, storage and consolidation of Product after discharge from the delivery vehicle and for lack of quality, fault or failure of materials resulting from the handling, placing or consolidation of the Product.
- 4.8.5.** bears the sole and absolute risk for any loss or damage, whether direct or consequential to the Company's vehicle and/or the Company's machinery and equipment brought onto the delivery site;

Date	Revision	Page	Approved	Reference
01/03/2013	0	2 OF 5	Approved by Mr. G Kers on 01/03/2013	TC 01

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TC 01-TERMS AND CONDITIONS OF SALE

4.8.6. indemnifies the Company, its agents and employees and holds each of them harmless against any loss, damage or liability sustained or incurred by the Company, its agents or employees arising from any cause whatsoever while the Company's vehicle is on the Customer's site;

4.9 The delivery note shall be signed by the Customer, its employee or agent, and shall:

4.9.1. constitute prima facie proof that the type and quantity of Product recorded therein was delivered and accepted by the Customer;

4.9.2. constitute approval of any additions to any Product as specified on the delivery note,

4.10 In the event of a dispute under clause 4.9 regarding delivery of goods sold and/or the quantity and/or value thereof, the onus of proving that the goods were not delivered and/or that the quantity and/or value thereof is not in accordance with the Company's claim, shall be upon the Customer.

4.11 The Company accepts no responsibility for any delays in the despatch or delivery of Product or as a consequence of non-delivery and the Customer shall not be entitled to cancel or repudiate any order/e and/or purchase/s and/or refuse delivery and/or claim damages and/or set off payment from the Company due to late and/or defective delivery.

5. Ownership

Notwithstanding the fact of delivery of goods to the customer, ownership therein shall remain vested with the company until such time as it has received payment of the full contract price in respect thereof.

6. Exclusion of Liability

6.1 The company shall in no circumstances be liable to the customer, any of its servants, agents, employees or customers, for any loss or damage of whatsoever nature of howsoever arising including consequential or special damages or any loss of profit which may arise from:-

6.1.1 any breach by the company of its obligations under a contract;

6.1.2 the late or short delivery of goods;

6.1.3 any defects in goods or material (whether latent or patent) or workmanship;

6.1.4 any other cause.

6.2 Notwithstanding the provisions of clause 6.1 above and subject to clauses 6.3 and 6.4 below, the company undertakes to replace any goods which are demonstrated to its satisfaction to be defective provided always that any defect shall have manifested itself and that the customer shall have notified the company at the Head Office in writing of such defect within fifteen days of delivery of the goods in question or in the company's sole discretion to refund the purchase price, and in no circumstances shall the company's obligations or liability in respect of any such defect exceed what is contemplated in this sub-clause.

6.3 Should any goods delivered be part of a larger consignment still to be manufactured or delivered by the company or if delivered to the customer still to be urged by the customer, the customer shall notify the company in writing of any defect or suspected defect therein so as to enable the company to investigate the same and minimise its loss

6.4 Any goods purchased which are to be used in bulk by the customer shall be tested by the customer before so using them.

Date	Revision	Page	Approved	Reference
01/03/2013	0	3 OF 5	Approved by Mr. G Kers on 01/03/2013	TC 01

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TC 01-TERMS AND CONDITIONS OF SALE

7. Company's Remedies

- 7.1 Should the customer fail to pay any amount owed by it to the company on or before the due date or, exceed the amount of credit allowed to it by the company or commit any other breach of its obligations to the company, then, without prejudice to any other rights which the company may have in terms hereof, it shall be entitled to withhold the performance of any other obligation owed by it to the customer.
- 7.2 Without prejudice to any other rights which the company may have, it shall be entitled (in relation to any contract) to claim performance of the customer's obligation thereunder, or, alternatively, to cancel any contract and claim such damages as it may have suffered as a result thereof in the event of the customer:-
- 7.2.1 committing any breach of the terms and conditions hereof, or of any contract;
- 7.2.2 being provisionally or finally sequestrated, wound up or placed under judicial management (as the case may be) or compromising or attempting to compromise with any of its creditors. The company shall not be obliged to give any notice to the customer prior to the exercise of its rights in terms of this clause.
- 7.3 No relaxation or indulgence by the company shall be construed as a waiver of its rights in terms hereof.
- 7.4 In the event of the company being entitled to exercise any of its rights as contemplated in sub-clause 7.2 above, and amounts then owed by the customer to the company shall immediately become due and payable.
8. Jurisdiction The customer hereby consents in terms of Section 45 of Act No 32 of 1944 to the jurisdiction of the Magistrate's Court having jurisdiction over the customer's person notwithstanding that the subject matter of cause of action in respect of any proceedings instituted by the company might otherwise exceed the ordinary jurisdiction of such court.
9. Certificate The Customer acknowledges that a certificate signed by any director at the time of the Company shall be prima facie proof of the amount of its indebtedness to the Company and shall be sufficient proof of such indebtedness for purpose of provisional sentence and/or summary judgment proceedings.

10. Miscellaneous

- 10.1 The company shall be entitled at any time whilst these terms and conditions are in force to assign its rights and obligations in terms hereof to any other person. 10.2 In the event of the company having to institute any legal proceedings against the customer to enforce or protect its rights in term hereof, the customer agrees that it shall be liable to pay all costs and expenses in relation to such proceedings including legal costs on the scale as between attorney and client, collection commission and tracers fees.
- 10.3 The customer chooses as its domicilium citandi et executandi the street address which appears above for all purposes hereunder.
- 10.4 The company shall have the right at any time to require the customer (if it is not a person) to procure and furnish forthwith from each of its members, shareholders or directors, a deed of suretyship substantially in the form contemplated overleaf. The customer will be liable for any stamp duty payable thereon.

Date	Revision	Page	Approved	Reference
01/03/2013	0	4 OF 5	Approved by Mr. G Kers on 01/03/2013	TC 01

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TC 01-TERMS AND CONDITIONS OF SALE

- 10.5 The customer acknowledges that the provisions of the Consumer Protection Act, 68 of 2008, are not applicable to the agreement by virtue of the customer's turnover. The customer also has knowledge that the provisions of the NCA (National Credit Act 34 of 2005) are also not applicable to the agreement by virtue of the customer's yearly turnover.
- 10.6 The customer acknowledges and consents to the conduct of credit checks at various credit bureaus and/or trade creditors of the customer and provide his permission therefore. The customer acknowledges that the creditor may report his conduct of his account to other trade creditors and list same with an appropriate credit bureau including any breaches of the terms and conditions and non-payments as set out herein.
- 10.7 This Agreement shall be binding on the successors in title, assigns, executors or liquidators (as the case may be) of both the customer and company.

11. Cession of Debts

- 11.1. The customer does hereby irrevocably and in Rem Suam cedes, pledges, assigns, transfers and makes over unto and in favour of the company, all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and howsoever arising which the customer may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomever (the customer's debtors) without exception, as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the customer to the company from whatsoever cause or obligation howsoever arising which the customer may be or become bound to perform in.
- 11.2. Should it transpire that the customer at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the customer's reversionary rights. Notwithstanding the terms of the foregoing cession, the customer shall be entitled to institute action against any of its debtors provided that all sums of money which the customer collects from its debtors shall be collected on the company's behalf and provided further that the company shall at any time be entitled to terminate the customer's right to collect such monies/debts.
- 11.3. The customer agrees that the company shall be entitled at any time or times hereafter to give notice of this cession to all or any of the customer's debtors.
- 11.4. The customer further agrees that the company shall, at any time, be entitled to inspect any of the customer's books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.

Date	Revision	Page	Approved	Reference
01/03/2013	0	5 OF 5	Approved by Mr. G Kers on 01/03/2013	TC 01