

PAYLOAD SYSTEMS (PTY) LIMITED

STANDARD TERMS AND CONDITIONS OF SALE INCLUDING THE WARRANTY

CLAUSE:

1. DEFINITIONS

- "The Company" means Payload Systems (Pty) Limited, Registration number 2014/133046/07.
- "The Customer" means the party who has placed a written order, with the company or any party with whom the company contracts as a result of the submission of any offer to purchase products from the Company and includes any representative of the customer.
- "The Goods" means the products supplied or to be supplied by the Company to the Customer in accordance with the specifications agreed to with the Customer.
- "The Agreement" means the terms and conditions of sale of the Goods by the Company to the Customer inclusive of this agreement.

2. GENERAL

- The terms and conditions as set on this document shall apply to any Agreement in which the company accepts an order to sell goods to any Customer.
- These terms and conditions shall apply to the exclusion of any terms and conditions specified by any Customer and no alteration to these terms and conditions shall be of any force or effect unless recorded in writing and signed by the company.
- All orders placed shall be in writing and shall be irrevocable upon receipt by the company. The company shall accept **NO** Verbal orders.

3. CANCELLATION TERMS

- Should an order be cancelled within 10 days before delivery date, a cancellation fee of 50% of the full contract value and be payable upon cancellation.

4. DELIVERY PERIOD

- Actual delivery will be confirmed on date of order and will depend on the actual workload at that point in time.

5. PRICES AND PAYMENT

- The price payable by the Customer for the Goods shall be the price set out in the quotation. The cost of any change after the initial agreement will be for the Customer's account.
- Due to the unforeseen exchange rate fluctuations of the Rand against other currencies, certain of our imported componentry is subject to price escalations, with substantiated confirmation thereof will be added to the price payable by the Customer.
- Only written quotations shall be binding upon the Company and shall lapse if an order is not placed by the Customer within the validity of the quotation or if not specified, within 30 days of the date of submission of such quotation.
- The full price for the supply of the Goods plus VAT and any other changes applicable to the order shall be payable, become available for collection or delivery whichever is the soonest, unless other terms are specifically agreed by the Company and confirmed in writing.

6. COLLECTION, RISK AND OWNERSHIP

- The Goods will become available for collection from the Company on the date specified in the order or such other date as provided by the Company or the Customer.
- Inspection and acceptance must be effected by your appointed representative at our premises before despatching.
- Delivery of the Goods (at an alternative premises to that of the Company) will be done if arranged upon placement of order and will be covered by our Insurers only whilst on our premises and during the manufacturing process only. Once the goods leave the premises of the Company the Customer accepts full risk and responsibility for damage or loss notwithstanding the fact that an employee of the Company has driven the vehicle.
- Any time or date specified for delivery is intended to be an estimate only and the Company shall under no circumstances whatsoever be liable for any loss or profit or consequential damages suffered by the customer arising out of the Company's failure to deliver timeously or at all.
- Due to stock availability and on a first come first serve basis, approximately 4 - 6 weeks after receipt of official order actual delivery will be confirmed dependant on workload at that time and upon chassis availability.
- All Goods collected in terms of this Agreement shall remain the property of the Company until payment in full has been received from the customer. In the event of the default by the Customer, the company shall be entitled to take possession of the Goods without prejudice to any rights the Company may have at law or in terms of this agreement.

- If the Customer does not collect the goods within 3 days from the collection date, an invoice will be affected and payment will be due from the invoice date. Notwithstanding anything to the contrary the risk of damage to the goods will pass to the Customer after 3 days and the Customer will have to claim against the Company for whatsoever nature.

7. LIABILITY AND INDEMNITY

- While the Company acknowledges that the Goods will be manufactured and supplied in accordance with the specifications of the purchaser (the Customer), the Company shall, under no circumstances whatsoever, be liable to the Customer or any third party as a result of any act or omission by the Company in the design and materials.

8. WARRANTY CLAUSE

- Payload Systems (Pty) Limited warrants each new product manufactured and sold to be free from defects in material, workmanship and construction in accordance with specifications for a period of one year after delivery, or deemed delivery.
- If examination by Payload Systems (Pty) Limited at our premises (or at an alternatively agreed premises) discloses that the product has defects, then shall repair or replacement, at our exclusive discretion, the defective product or its components.
- Payload Systems (Pty) Limited is not responsible for products which have been subject to abuse, misuse, alteration, accident or for repairs not performed by Payload Systems (Pty) Limited, nor if the goods were utilised for any purpose other than for which the goods were designed.

- Payload Systems (Pty) Limited not be liable for any delivery. The foregoing warranty constitutes Payload Systems (Pty) Limited sole liability, and is in lieu of any other warranty. Payload Systems (Pty) Limited shall not be responsible for any incidental or consequential damages arising from any breach of warranty or due to the manufacture of the goods. And return transportation charges. NO product shall be returned unless an authorization / order number is received, which will be furnished by request.
- The foregoing warranty constitutes Payload Systems (Pty) Limited sole liability, and is in lieu of any other warranty. Payload Systems (Pty) Limited shall not be responsible for any incidental or consequential damages arising from any breach of warranty or due to the manufacture of the goods.

9. WHOLE AGREEMENT

- This Agreement constitutes the whole agreement between the customer and the company relating to the goods and save as otherwise provided for herein , no amendment, alteration, addition, deletion or variation will be of any force or effect unless reduced to writing and signed by the parties
- The parties agree that no other terms and conditions, whether oral or written and whether express or implied will be applicable to this agreement.
- Save for warranties given in the agreement and any other written warranties given to the customer, the company makes no other warranty representations in respect of the goods or their use of any purpose.

10. DOMICILIUM

- The company ``Payload Systems (Pty) Limited.``
Collection Address: **6 Morkel Avenue,**
Alrode South
Alberton 1451

11. APPLICABLE LAW, JURISDICTION AND COST

- This agreement will be governed and interpreted in accordance with the laws of the Republic of South Africa.
- The customer hereby consents to the Jurisdiction of the magistrate's court in respect of any dispute or claim which may otherwise be beyond to the jurisdiction of the that court, provided that this provision shall not preclude the company at its sole discretion from instituting any action in the high court of South Africa having jurisdiction or any other court of competent jurisdiction.
- The company shall be entitled to recover all costs and all charges of whatsoever nature that may be incurred by the company in enforcing any of the provisions of the agreement including, without limitation, all legal cost as between attorney and client and all collection commissions and tracing fees
- A certificate by the director of the company stating that the amount due by the customer to the company at any time shall be prima facia proof of the amount due by the customer to the company and the facts stated therein for the purposes of all legal proceedings against the customer for the recovery of any indebtedness to the company and such certificate shall be sufficient to enable the company to obtain provisional sentence or summary judgement against the customer in terms hereof in any court of competent jurisdiction.