

## GENERAL CONDITIONS OF TENDER AND SALE



1. This Tender and Sale is subject to alteration or withdrawal without notice and prices quoted are subject to revision in terms of increases or decreased in cost and other charges.
2. This Tender and Sale includes only such goods and work as specified herein.
3. All orders are accepted and all sales are made subject to the terms and conditions on the face hereof and to these conditions and non other, and the contract for sale of the goods and/or work and labour described on the face hereof by C.R.E.W Engineering (Pty) Ltd to the person/persons, firm or corporation described on the face hereof shall be deemed to contain in its entirety each and every condition hereunder and on the face hereof. These conditions supersede all previous understanding and agreements between us. All other terms or conditions expressed or implied are hereby excluded save and except as provided in section 17 hereof.
4. Any goods ordered (hereinafter called the "Goods") will be delivered to a carrier or to your property consigned under the terms stated on the face hereof. Title to the goods and risk of loss or damage shall pass to you upon delivery to the carrier or to you when our terms are 'delivered' and prepayment or allowance or freight by us shall not affect the provision. We shall not be liable for any injury, loss or damage resulting from the handling or use of the goods after such delivery.
5. The price is payment in the amount and currency at our address and according to the terms of payment as specified on the face hereof. Prices are subject to change without notice. However on orders accepted by us for delivery within 30 days, prices in effect at the time of acceptance will apply if delivery is effected within 30 days. On any delivery made 30 days or more after date of acceptance prices in effect at time of delivery will apply.
6. In the event of the goods being specially ordered from a foreign supplier for dispatch direct to you the price will be adjusted in accordance with any variations which may be caused through changes in the rate of exchange between the currency as specified on the face hereof and the currency of the country from which the goods are ordered and supplied, such variations to be assessed in terms of the rate of exchange in operation on the date of acceptance of your order.
7. If we are to pay the freight we shall have the right initially to designate the route and the means of transportation. If you require a more expensive route and/or means of transportation you will reimburse us for any extra costs involved.
8. You should examine and test each shipment promptly on arrival and before any part of the goods has been changed from its original condition. You assume sole responsibility for determining whether the goods are suitable for your contemplated use (whether or not such use is known to us).
9. Any technical advice or assistance furnished you before or after delivery in connection with the use or processing of the goods identified on the face hereof or the design or operation of any machinery for use in connection with the handling, storage, shipment, processing or use of the goods will be without charge and on the basis that it represents our best judgement under the circumstances but that it is used at your sole risk.
10. No claims will be recognised in regard to goods disposed of by you or returned to us without prior consent in writing.
11. The purchase of equipment from us confers no license express or implied under any patents.
12. Unless otherwise provided the purchase price of the goods shall be paid within 30 days after the end of the month of delivery as provided in section 2 hereof. If you fail to fulfill these terms or if we at any time have any doubt as to your financial responsibility we may decline to make further deliveries except against cash or satisfactory security.
13. In the absence of proper evidence of exemption supplied to us you will reimburse us for all taxes, exercises or other charges which we may be required to pay to any government authority. (National, Provincial or local) upon measured by the production storage sale transportation and/or use of the goods.
14. Every effort will be made to deliver the goods on the agreed dates but delay or failure to do so by reason of our inability to obtain suppliers or raw materials from usual sources or equipment or transport or by reason of labour trouble, inclement weather, or war, riots, civic commotion, fire, act of God or any other cause whatsoever beyond our control shall not constitute a breach of contract or involve us in any liability but the contract shall be deemed to be suspended with liberty to us at any time to cancel it or renew it upon the cessation of the cause preventing delivery. If our supply of goods to be sold hereunder is limited by any such cause we shall not suspend or affect in any way your liability to us in respect of prior delivery of installments of the goods according to the terms hereof and your accrued or accruing liability therefore.
15. Any contract resulting is not assignable or transferable voluntarily or by operation of law.
16. The date hereof shall be presumed to be the date on which instrument was mailed.
17. All usage's of trade and terms and conditions of your order which are in conflict with or are in addition to the terms and conditions appearing hereon are hereby excluded. No changes in or additions to this contract shall be of any effect unless contained in writing signed by the party claimed to be bound thereby and acknowledged in writing by the other party and no changes or additions shall be effected by the return to you signed or unsigned, or tear off or other forms attached to or accompanying your order which you require to return. The interpretation and effect of the terms and conditions herein shall be governed by laws of the Republic of South Africa and any Litigation or proceeding whatsoever in respect of any matter arising under of governed by the terms and conditions of this contract shall be instituted only in Johannesburg, Transvaal.
18. **GUARANTEE**
  - A. We guarantee that the goods supplied by us will conform to specification and to any requirements specially accepted by us in writing in regard to each order but except as aforesaid, to give no warranty express or implied, or material, workmanship, or fitness of goods for any particular purpose whether such purpose be known to us or not in the event of the goods proving to be not in accordance with the specifications or requirements aforesaid, or should defects under proper use appear in the goods within a period of twelve calendar months after the goods have been delivered caused solely by faulty design, materials or workmanship, we shall, if requested to do so within a reasonable time, repair such goods, or at our option replace the goods of the defective parts thereof, free of charge by supplying other goods or replacement parts, at the initial place of delivery which to comply with the specifications or requirements, aforesaid and/or which are free of the defects complained of.
  - B. It is a condition of this guarantee:
    1. That any defective parts are returned to our works at your expense.
    2. In respect of parts or components not of our manufacture or guarantee shall be no greater than our liability in terms of our own guarantee as set out in this clause.
    3. Save as provided in this clause we shall be under no liability, whether in contract, delict or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting from such defect or from any work done in connection herewith.
19. **TITLE**

Ownership in any goods delivered by us remains vested in us until the entire purchase shall have been fully paid. All such goods whether affixed to immovable property or not shall be deemed to remain movable property and severable without injury to such immovable property.
20. **PATENTS**

We will indemnify you against any claim of infringement of letters, patent or registered design (published at the date of the contract) by the use of sale of any article or material supplied by us to you and against all costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such articles or material in a manner of for a purpose or in a foreign country not specified by or disclosed to us. And provided also that this indemnity is conditional on you giving for us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You and your warranty that any design or instruction furnished or given by you shall not be such as will cause us to infringe any letters, patent, registered design or trade mark in the execution of your order.
21. **CONSEQUENTIAL DAMAGES**

Under no circumstances whatsoever shall we at any time be liable for any claims for consequential loss or damage that may be sustained by you or for any claims made by any other person whatsoever in connection with any contract made by us or the use of goods sold by us and whether due to delay, defects, negligence or otherwise.
22. Goods supplied correctly against an order will not be accepted for return for credit or exchange, Should the company in its discretion accept a returned item a 10% minimum handling charge will be levied.
23. No query claim or enquiry, will be considered unless the invoice number under which the item was supplied is quoted.
24. This company's contractual relationship with it's clients is that of a seller to a purchaser and cannot be construed as subcontractor to a contractor.

C.R.E.W. Engineering (Pty) Ltd

Reg. No. 2001/021052/07

139 Voortrekker Ave., Edenvale

Tel: 011 609 4030 Fax 011 452 6778

Tel 082 321 6841

P.O. Box 700. Edenvale 1610, South Africa

E-mail: info@crewe.co.za