

TERMS AND CONDITIONS

1. The terms of payment are strictly 30 days unless otherwise agreed, in writing, by "VOLTEX Propriety Limited" (inclusive of all its trade styles), hereinafter referred to as The Company.
2. A certificate signed by the Secretary/Manager or any Director of The Company reflecting the amount owing by The Purchaser to The Company in respect of the credit facilities granted to The Purchaser in terms hereof relating to The Purchaser's dealings with The Company and the fact that such amount is due, owing the unpaid shall be prima facie proof of the affects therein stated for the purpose of any action whether by way of provisional sentence or otherwise.
3. All overdue sums/amounts shall bear interest at the maximum permissible rate of interest as determined by the Usury Act (formerly known as the Limitation and Disclosure of Finance Charge Act) No. 73 of 1968 (as amended) (or any other relevant law), from time to time, such interest to be reckoned monthly in advance from due date to date of payment.
4. In the event of The Purchaser defaulting in making payment of any amount that has become due and owing then the full balance outstanding (whether due or not,) will immediately become due and payable without notice to The Purchaser.
5. If The Purchaser should fail to object to any items appearing on The Company's statement of account within fourteen days of date of despatch of the statements the account shall be deemed to be in order.
6. The Purchaser undertakes to notify The Company, in writing, within seven days of any change of ownership of The Purchaser. The Purchaser acknowledges that immediately upon any change of ownership in The Purchaser any outstanding amount whether due or not shall be deemed to be forthwith payable by The Purchaser to The Company.
7. Until such time as The Purchaser has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in The Company. The Company shall in its sole discretion without notice to The Purchaser be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue in which event The Purchaser shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by The Company.
8. The goods purchased shall be regarded as having been sold "voetstoots" without warranty against latent defects therein. No liability whatsoever shall arise furthermore on the part of The Company for any representation or warranty made in respect of goods sold by The Company to The Purchaser.
9. In the event of any order being given to The Company on an order form reflecting The Purchaser's name as the entity from which the order emanates, such order shall be deemed to have emanated from The Purchaser, notwithstanding the fact that such an order may have been given or signed by a person not authorised by The Purchaser and such order will be deemed to constitute valid delivery.
10. It is agreed that set off shall operate automatically as a matter of Law at the moment reciprocal debts between The Company and The Purchaser come into existence and independently of the parties.
11. Signature by The Purchaser or by any representative of The Purchaser on The Company's delivery note shall be regarded as acceptance by The Purchaser that the goods reflected in such delivery note have been properly and completely delivered.

12. The Company shall at any time in its discretion be entitled to cede all or any of its rights against The Purchaser to any third party without notice to The Purchaser.
13. The Purchaser acknowledges that no terms at variance with the terms and conditions of this sale and which have been sought to be introduced by The Purchaser at any time shall be of any force or effect unless The Company has in writing expressly and unambiguously agreed that the terms so sought to be introduced by The Purchaser shall apply, and without derogating from the generality of the foregoing. The Company shall not be regarded as having so expressly agreed by virtue merely of The Company having agreed to execute an order in which inconsistent terms have been introduced by The Purchaser and notwithstanding that The Company has not rejected such inconsistent terms.
14. The risk in and to the goods shall pass from The Company to The Purchaser on the date of delivery to the Purchaser (or its nominee), notwithstanding that ownership will not pass to The Purchaser until full payment of the purchase price to The Company.
15. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of The Company shall not in any way operate as or be deemed to be a waiver by The Company of any rights under this contract, or be construed as a novation thereof.
16. Should The Purchaser at any time be wound up, whether provisionally or finally, (which liquidation or sequestration, whether provisional or not, shall be deemed to be a material breach by The Purchaser) or in the event of The Purchaser being an individual or partnership and having his/its estate sequestered, whether provisionally or finally, any goods delivered by The Company to The Purchaser and in respect of which payment has not been made at the date of the winding up or sequestration (whether payment in respect thereof be due or not) shall immediately be returned to and recoverable by The Company, whatsoever such goods may be found.
17. The Purchaser acknowledges that it will hold The Company harmless against any actual or purported liability, but not limited to the Occupational Health and Safety Act No. 85 of 1993 and the Mine Health and Safety Act No. 29 of 1996 (as amended from time to time). Specific reference to sections 10 and 21 of the respective legislation as it applies to product liability, is disclaimed by The Company.