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| LABCON LABORATORY EQUIPMENT (PTY)LTD | | |  |
| Title | Terms and Conditions of Sale | Doc No. | LABCON-FQC-004 |
| Tel: (011)762-7740 | Fax: (011)762-8601 | E-mail: info@labcon.biz | Website: www.labcon.biz |

Terms and Conditions of Sale

1. Definitions

1.1 In this agreement unless the context indicates otherwise, a reference to any gender shall include the other genders. The singular shall include the plural and the following words and expressions shall have the meanings respectively assigned to them in this clause:

- 1.1.1 `the Supplier` means LABCON LABORATORY EQUIPMENT (PTY)LTD;
- 1.1.2 `the Purchaser` means the person, firm, company, or other legal person who places an order for the goods with the Supplier and includes any user, potential user or successive Purchaser;
- 1.1.3 `the goods` means the products ordered by the Purchaser which products are the subject of the contract and includes use of the word `product`
- 1.1.4 `the contract` means this agreement of purchase and sale between the Supplier and the Purchaser;
- 1.1.5 `invoice` means the document recording the sale and containing information relating to the goods and the amount payable by the Purchaser in respect thereof as well as other salient information;
- 1.1.6 `the parties` means the Supplier and the Purchaser;
- 1.1.7 Words importing natural persons shall include a corporate body.
- 1.1.8 `COD` means cash on delivery/collection.

2. Recital

- 2.1 The Supplier shall deliver the goods to the Purchaser subject to the terms and conditions herein prescribed which shall be final and binding on the parties.
- 2.2 Acceptance by the Supplier of any order from the Purchaser for the goods shall be on the terms and conditions as are contained herein and shall be binding on the parties.


3. Purchase price

- 3.1 The price of the goods shall be the invoiced amount which shall be fixed and not be subject to a discount unless otherwise clearly stated.

4. Purchaser Orders

- 4.1 A purchase order from the purchaser must be sent to the supplier in writing. The purchase order must stipulate the goods purchased with the accessories.
- 4.2 The supplier will not be held liable for any goods supplied other than what has been stipulated on the purchase order.

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5. Terms of Payment

- 5.1 The Supplier shall invoice the Purchaser once the goods are completed and ready for dispatch, which date may precede the estimated completion date indicated in the order of purchase.
- 5.2 COD orders shall be paid in full prior to dispatch of the goods from the Supplier's premises. The amount on the invoice must reflect in the Supplier bank account before the goods are dispatched.
- 5.3 Purchasers` enjoying credit terms with the Supplier shall pay strictly in accordance therewith, as per credit application form (LABCON-FQC-005) and not later than the last business day of the month following the month in which the goods were invoiced, unless payment terms are otherwise stated on the invoice. The Purchaser`s indebtedness shall arise on completion date and not delivery date.
- 5.4 Credit terms are strictly COD unless a credit application form (LABCON-FQC-005) has been submitted and approved.
- 5.5 All orders exceeding an amount of R100 000-00 will require a 60% deposit before the order will be processed.
- 5.6 Interest at the maximum rate permissible in law on all overdue payments may be charged by the Supplier at its sole discretion on any amounts not paid by the due date.
- 5.7 The Supplier may at its discretion suspend the performance of its obligations under this contract if the Purchaser fails to make a payment on due date.


6. Reservation of Ownership

- 6.1 Notwithstanding delivery, ownership in the goods shall not pass to the Purchaser until payment in full of all amounts owing in terms of the contract having been received by the Supplier and therefor pending such passing of ownership, the Purchaser warrants that it shall not subject the goods to any lien, hypothec or other right of retention.

7. Delivery

- 7.1 The Supplier may at its discretion, and as a result of the non-availability of materials, components or inability to manufacture for any valid reason such as strike, riot, damage to premises etc., cancel this agreement and in such event the Purchaser shall have no claim for damages of whatever nature arising from such cancellation.
- 7.2 Except where otherwise agreed in writing, delivery shall be made to the Purchaser at the Supplier`s premises.
- 7.3 Delivery shall be completed when the goods are handed to the Purchaser or its agents at the Supplier`s premises and before loading commences.
- 7.4 The Supplier shall in no circumstances be liable for any damage or inoperability of the goods following delivery. It is recorded that all goods are inspected and tested prior to dispatch. The Purchaser may at its sole discretion and cost have the goods inspected prior to packaging at the Supplier`s premises. Defects arising after delivery will be handled strictly in accordance with the provisions of the Warranty.

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- 7.5 In the event of the Supplier engaging a carrier to transport the goods on behalf of the Purchaser, then:
- 7.5.1 The Supplier is authorized to engage a carrier on such terms and conditions as it deems fit;
- 7.5.2 The carrier will at all time be and remain the Purchaser`s agent for all purposes concerned.
- 7.6 Save where the contrary has been agreed in writing:
- 7.6.1 The time of delivery shall not be of the essence of the contract;
- 7.6.2 The Supplier shall not be liable for any delay in delivery (whatever the cause of such delay) nor for any loss or damage caused thereby, whether of a direct or indirect or consequential nature.
- 7.7 The Supplier reserves the right to effect part deliveries and failure to effect full delivery shall not constitute a breach of the Supplier`s obligations in terms hereof.
- 7.8 If the Purchaser fails to accept goods from any carrier the Supplier shall be entitled to arrange for the return and storage of the goods either at the Supplier`s premises or elsewhere and all charges and expenses for such return and storage shall be recoverable from the Purchaser.

8. Defects and Warranty

- 8.1 The Supplier warrants to the Purchaser its products against defects in the Supplier`s materials and/or workmanship for 12 (twelve) months from the date of delivery of the products, provided that they are used under normal and appropriate conditions and in accordance with the applicable operating and maintenance instructions.
- 8.2 The Warranty is conditional upon the products being shipped, prepaid and at the Purchaser`s cost, to the Supplier`s factory premises at Chamdor, Mogale City, Gauteng for warranty repairs to be carried out.
If the product cannot be so shipped, then all expenses, except for the cost of direct labour and spare parts incurred in effecting repairs to the product on any other premises, will be charged.
The Supplier shall not be liable for any damages of whatsoever nature arising from the defective repair of products carried out by persons other than employees of the Supplier. Parts and accessories manufactured by others are warranted in terms of such manufacturers` warranty only in so far as they are transferable by the Supplier to the Purchaser or user. Parts replacement does not constitute an extension of the original warranty period.
This warranty is the only valid warranty and it becomes void if the user does not provide the products with the continuous electrical power at a constant voltage, consistent with the specification of this product, and/or in the event that any repairs are carried out by persons not authorised by the Supplier. The Supplier shall not be liable for damage of whatsoever nature resulting from the use of its products including the malfunctioning of the product. Tampering with the product is expressly forbidden and shall nullify the warranty.
- 8.3 The Supplier does not warrant the workmanship of other parties and any defect arising after delivery is excluded from the Warranty set out in 7.1 above.
In this regard, the Supplier shall not be held liable for any defect arising in respect of powder-coating, electroplating, painting, etc. services provided by another party.

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8.4 The Purchaser shall establish the suitability of the goods for its/their intended use and shall assume all the risk and liability of whatsoever nature in connection with the use of the goods, beyond those warranties which may be specifically provided by the Supplier in relation to the goods.

8.5 The remedy above is the sole and exclusive remedy available to the Purchaser and is given in lieu of all other warranties representations or undertakings in that regard expressly or implied by law and in lieu of any remedies imposed by the operation of the law. The Purchaser moreover indemnifies the Supplier against any claim which may be brought against the Supplier by any third party arising out of the condition, state, quality or fitness of the goods for any purpose in excess of the liability of the Supplier resultant from the specific warranty by the Supplier pertaining to the goods.

8.6 The Purchaser indemnifies the Supplier from all claims which may be brought against the Supplier due to any act or omission or default by any servant or agent or representative of the Purchaser.

9. Breach

Should:

- 9.1 The Purchaser fail to make payment of any amount owing on due date;
- 9.2 The Purchaser fail to remedy within 10 (ten) days a breach of any terms and conditions;
- 9.3 The Purchaser be sequestrated, be subject to a winding up order or be placed under curatorship;
- 9.4 The Purchaser be subject to an attachment order:

The Supplier may in its sole discretion terminate with immediate effect and without notice the contract and may claim the goods not yet paid by the Purchaser.

10. Jurisdiction


The parties consent to the jurisdiction of the Witwatersrand Local Division of the Supreme Court of South Africa.

The contract shall be subject to the laws of the Republic of South Africa as interpreted by its courts.

11. Certificate of Indebtedness

The indebtedness of the Purchaser to the Supplier in terms of the contract shall be determined and conclusively proved for all purposes by a certificate signed by any manager of the Supplier whose appointment as such it shall not be necessary to prove.

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12. Return of Goods

In no circumstances, unless by agreement with a Director of the Supplier, will goods be accepted for return.

13. Costs

The Purchaser shall pay all legal costs on an attorney and client scale which may be incurred by the Supplier as a result of a breach by the Purchaser of any provisions of the contract.

14. General

- 14.1 The terms and conditions specified in the contract shall form an integral part and shall be read and interpreted in conjunction with the invoice;
- 14.2 No relaxation of a right by the Supplier shall preclude the subsequent enforcement of that right against the Purchaser by the Supplier;
- 14.3 All previous versions of the Terms and Conditions of Sale before 30.09.2015 are revoked.
- 14.4 Only the Supplier may, in writing, vary any of the terms of the contract;
- 14.5 Only the terms of the contract, supplemented by the invoice, will constitute the whole agreement;
- 14.6 The Supplier will not be bound by any representations, warranties or undertakings made or allegedly made on its behalf except that the same are expressly repeated herein or on the invoice in writing and signed on behalf of the Supplier by an officer of the Supplier. The Purchaser undertakes to inform any subsequent Purchaser of this term of the contract.

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