

TRUVELO MANUFACTURERS (PTY) LIMITED
STANDARD TRADING CONDITIONS



1 Introduction

In these conditions, the word TRUVELO shall mean Truvelo Manufacturers (Pty) Limited and the words "the Product" or "Product" shall mean any item/s supplied to a purchaser in terms of these Standard Trading Conditions.

2 Quotations and Acceptance

- 2.1 Quotations are valid for a period of ninety (90) days unless otherwise agreed to in writing and represent no obligation until TRUVELO accepts the purchase order in writing.
- 2.2 In the event of there being any inconsistency between TRUVELO's and the Purchaser's conditions, the TRUVELO conditions will prevail.

3 Price and Delivery

- 3.1 Any delivery period quoted is an estimate only.
- 3.2 The purchaser acknowledges that time is not of the essence and will not have a claim against TRUVELO as a result of any failure to deliver on time.
- 3.3 The delivery period quoted commences once TRUVELO has received the purchaser's security for the order (paragraph 5) to the moment the Products leave TRUVELO's premises in Midrand, South Africa.
- 3.4 TRUVELO reserves the right to deliver in more than one lot and invoice each lot separately.
- 3.5 If shortages, defective or damaged goods are not reported to TRUVELO within 30 days of delivery then TRUVELO will not be obliged to entertain any claim arising out of the aforesaid events.
- 3.6 All purchases shall be paid for as specified on the tax invoice generated by TRUVELO, unless otherwise agreed to in writing.

4 Title and Risk

- 4.1 Ownership of the Products purchased shall vest in TRUVELO until such time as the Products have been paid for in full.
- 4.2 All risk in the Products shall vest in the purchaser once the Products leave TRUVELO's premises.
- 4.3 All Products supplied shall be supplied subject to TRUVELO's warranty a copy of which will be made available upon request.

5 Security for Order

- 5.1 Unless otherwise agreed to in writing the purchaser is required to secure the order with either a Swift Bank Transfer of fifty (50) percent of the value of the order or by a Confirmed Irrevocable Letter of Credit of one hundred (100) percent of the order within 21 days of TRUVELO having acknowledged the order in writing.
- 5.2 The Swift Bank Transfer or Letter of Credit requirements and our Bankers will be specified on the invoice, unless otherwise communicated in writing.
- 5.3 Production of the Products will not commence until the Swift Bank Transfer or Confirmed Irrevocable Letter of Credit has been accepted and confirmed by our bankers in South Africa.

6 Payment

- 6.1 Unless otherwise agreed to in writing payment will be made by Confirmed Irrevocable Letter of Credit or Swift Bank Transfer prior to the Products leaving TRUVELO's premises.

- 6.2 On acceptance of the order to purchase, the purchaser shall not be entitled to cancel the order, unless written consent is obtained from TRUVELO.
- 6.3 TRUVELO shall not be obliged to accept any goods for credit. In the event of TRUVELO agreeing to accept goods for credit in writing, a ten per cent (10%) handling fee shall be levied.

7 Warranties and Representations

- 7.1 The only representation that TRUVELO makes is that the goods supplied may under certain circumstances be manufactured in accordance with certain standards and TRUVELO accordingly does not represent that the goods are suitable for any particular purpose or application.
- 7.2 TRUVELO shall not be responsible for any claim of whatsoever nature, whether in contract or delict. In as much as a claim may arise, be it of whatsoever nature, but without limiting the generality of the foregoing, a claim arising from:
- 7.2.1 Any negligent act or omission in relation to the Product or the use of the Product by TRUVELO or its servants, agents, nominee and/or;
 - 7.2.2 Any loss, damage or expense arising from or in any way connected with the use or application of the Product and/or;
 - 7.2.3 Any loss, damage or expense arising from or in any way connected with the marking, labelling, numbering, non-delivery, mis-delivery or late delivery of the Product and/or;
 - 7.2.4 Any loss, damage or expense arising as a result of any negligent misstatement of the Product or application of the Product;
- 7.3 TRUVELO shall not be responsible for any claim, unless:
- 7.3.1 Such claim arises from a grossly negligent act or omission on the part of TRUVELO, its servants, agents or nominees;
 - 7.3.2 TRUVELO receives written notification of such claim within 5 days of such claim arising;

8 Limitation of Liability

- 8.1 Notwithstanding the provisions of this agreement should any court of Law find TRUVELO responsible of any act or omission, then in that event TRUVELO's liability will be limited to the cost of replacing the defective product.

9 General Provisions

- 9.1 No relaxation or indulgence or extension of time granted by TRUVELO to the purchaser in terms of this agreement shall in any way prejudice any of TRUVELO's rights nor operate as a novation or waiver of any of TRUVELO's rights in terms hereof, nor operate as an estoppel against TRUVELO by any purchaser. Such relaxation, extension or indulgence granted may be altered or withdrawn by TRUVELO at any time.
- 9.2 No amendment, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by a director of TRUVELO.
- 9.3 Notwithstanding that amounts exceeding the jurisdiction of the Magistrate's Court may be due to TRUVELO, the purchaser consents to the jurisdiction of the Magistrate's Court in respect of any claim arising.
- 9.4 A certificate signed by a director of TRUVELO, showing the amount due by the purchaser, at any given time, shall be prima facie proof of this fact for the purpose of all legal proceedings against the purchaser by TRUVELO.
- 9.5 In the event of TRUVELO engaging the services of an attorney, to recover amounts from the purchaser, the purchaser shall be responsible for all costs on the scale as between attorney and own client.
- 9.6 If any provision of these terms and condition is unenforceable, then TRUVELO may elect (which election may be made at any time) that such provision shall be severed from the remaining provisions of these terms and conditions, which shall not be effected and shall remain of full force and effect.
- 9.7 This agreement will be governed and construed in accordance with the laws of the Republic of South Africa. Any lawsuit instituted shall be instituted in the English language in a court of Law in South Africa.