

**Locksmiths Wholesalers cc (CK 1992/034704/23)**  
**General Delivery and Sales Conditions**

All our contracts regarding our deliveries and services as well as any dependent or independent guarantees undertaken by us with respect to such deliveries or services in such contracts or in conjunction with such contracts, provided that such agreements are being concluded with enterprises, public corporations or separate estates under public law are exclusively based on the general terms and conditions for delivery and sales specified below, even though we may not refer particularly to them in a given case.

The applicability of these general terms and conditions for delivery and sale can only be excluded or changed in whole or in part by explicit written agreement (which terms shall not be interpreted to include a data message as defined in the Electronic Communications and Transactions Act 25 of 2002).

Purchaser's standard-form contract conditions, especially buying conditions, do not apply to our deliveries and services or guarantees. They are not binding on us even if we do not explicitly contradict them in a given case; we hereby contradict their application. The written acceptance of this document shall be deemed as the acceptance of these general terms and conditions for delivery and sales as set forth below.

Notwithstanding anything elsewhere contained to the contrary, the following formal procedure shall apply-

- a) The Purchaser shall place an inquiry for our products or services, in writing;
- b) We will quote on such required products or services as to price, place of delivery, estimated date of delivery, period of validity of quote and such other terms as we may prescribe including credit terms (period within which payment is to be made to us), provided that if any of such additional terms are in conflict with the terms hereof, the terms and condition set out herein shall prevail.;
- c) The Purchaser shall within the aforesaid period of validity of the quote accept such quote in writing and forward such acceptance to us, upon receipt of which the contract of purchase and sale shall arise, and place an order for our products or services pursuant thereto.

**1. Extent of the obligation to deliver**

- 1.1. Any change to the contractual relationship with the purchaser as set out herein and in respect of an applicable contract of purchase and sale shall require both parties written confirmation which may be given by fax or letter. This shall apply to contractual changes or supplements. Extent, kind and date of the delivery and/or services are determined by our quote and your acceptance thereof.
- 1.2. Documents forming part of the quote like drawings, data lists, illustrations, diagrams etc. are only generally illustrative (circumstantial), as long as they have not been explicitly declared binding for the contractual quality of our sold products or services. Those documents remain our property; all our rights are reserved. They may not be made available to a third party without our prior written consent, and have to be returned to us immediately upon our demand.
- 1.3. We reserve the right to make changes or revisions to our products. Our catalogues and all statements or specifications published in the Internet are under continuous revision. All illustrations and drawings included therein are not binding without written authorisation from us to the contrary, nor shall they be taken as a specification of quality nor as a guarantee.

**2. Guarantees**

- 2.1. Unless otherwise agreed by us in writing our product guarantee is six months in respect of software and twelve months in respect of hardware from date of installation thereof.

**3. Prices**

Unless otherwise agreed in writing by us-

- 3.1. Prices are in Rands (excluding V.A.T.), based on the Exchange Rate between the Rand and the Euro at date of our quote – any fluctuation in the Exchange Rate between the date of quotation and the date of payment shall be for the benefit/account of the Purchaser.
- 3.2. Prices exclude transport, insurance and packing. Equipment prices do not include costs for installation or fitting.
- 3.3. Price increases shall be effective sixty days after we have given the Purchaser written notice thereof.

#### **4. Delivery**

- 4.1. Delivery period starts on date of receipt of order, but earliest after all details of the delivery have been clarified and after an agreed advance payment and/or an agreed-upon supply of material has been received. Delivery period is met if the goods have been delivered within the estimated delivery period referred to in our quote or - in case we cannot be held liable for failure of dispatch - Purchaser has been informed about the item being ready for dispatch.
- 4.2. Circumstances beyond our control or occurrences we cannot be held liable for endangering a problem-free execution of the order - especially delays in delivery due to defaults of our suppliers, due to hold-ups, acts of war and traffic blocks, due to labour disputes, material or power shortage or force majeure -, permit us to postpone delivery without Purchaser being entitled to claims for compensation. Purchaser shall, if the delay in delivery has not been resolved within three weeks after the event arose, be entitled to withdraw from the contract without penalty. We are not liable for the above mentioned events or circumstances even if they occur during an already existing delay in delivery.
- 4.3. The original delivery period becomes void if and to the extent to which the order is modified by written agreement between us.

#### **5. Shipment**

- 5.1. In the event that the Purchaser makes its own arrangements for transport and delivery then delivery is effected at Purchaser's risk from our premises.
- 5.2. If Purchaser has no special requests concerning packing, manner, and route of transport, these will be chosen at our discretion. Additional costs resulting from Purchaser's special requests have to be paid by him. We do not assume liability for the cheapest method of transport.
- 5.3. If Purchaser requests a postponement of the shipment, we shall grant a reasonable period of acceptance to him. After the expiration of this period, we may claim immediate acceptance of the goods as well as compensation for our damage caused by the default.

## **6. Conditions of Payment, Delay with Payments**

- 6.1. All payment obligations are based on the conditions given in our quote. Payments are to be made timeously by electronic transfer or other direct payment into such bank account as we may nominate.
- 6.2. The Purchaser shall be liable for payment of interest at the prime overdraft lending rate charged by Standard Bank of South Africa Ltd plus 2% on all overdue payments.
- 6.3. Purchaser is not permitted to withhold the performance of his obligations or to the right of set off, unless Purchaser's counterclaims or rights are accepted by us, undisputed, or have been established in a final judgement.
- 6.4. We are entitled to claim payment in respect of all amounts owing to us if Purchaser fails to comply with his obligation to pay the amounts when due or if we find out about circumstances which give us reason to assume that Purchaser's creditworthiness is endangered and if, in this latter case, we do not receive additional and appropriate securities for our claims upon our request or in the case of a pending bankruptcy or insolvency procedure or a procedure for the reorganisation or a moratorium with respect to Purchaser's assets.
- 6.5. Payments effected shall be deemed to be made on our oldest outstanding invoice.

## **7. Complaints and Notices of Defects**

- 7.1. Complaints because of incomplete or incorrect deliveries due to recognisable deficiencies have to be submitted in writing within two weeks after installation and testing, if applicable, of the goods.
- 7.2. If a notification of complaints or notices of defect is not brought to our attention within the above mentioned period we are released from all liability in this respect, unless such defect is proved by the Purchaser to have been a latent defect. If the notification has been made timely, we are obliged to warranty according to Section 8.
- 7.3. All risk in the goods passes to the Purchaser on delivery as stated above.
- 7.4. Deficiencies of parts of the goods delivered do not entitle Purchaser to reject the whole delivery, unless the partial delivery is of no interest to Purchaser.

## **8. Warranty for Defects**

- 8.1. In case of defects in the goods reported to us as above such goods will be replaced by us.
- 8.2. Warranty does not include normal wear and tear nor damages resulting from incorrect or careless treatment, excessive stress, unsuitable mechanical treatment etc., nor influences which do not comply with the contract, provided that the damages are not due to our failure.
- 8.3. Warranty claims cannot be transferred to any third party without our prior written consent, which will not be unreasonably withheld.
- 8.4. We do not assume liability for deficiencies of alterations and repair works on part of Purchaser or any third party.
- 8.5. Our liability for material third party parts or products is limited to Purchaser's right to demand the assignment of our claims for warranty, which we may have against the third party, unless satisfaction of the assigned claim fails or can not be enforced due to other reasons.
- 8.6. It is known to Purchaser that software cannot be completely faultless due to the present state of technology. Possible claims of Purchaser for remedy in case of substantial deficiencies are already achieved by us describing to Purchaser reasonable possibilities for the prevention and avoidance of software errors. As far as a software error cannot be removed in this way, our warranty is limited to the supply of additional software by giving information about the access data to the Internet for the purpose of downloading as well as the installation instructions. The downloading itself and the installation are the responsibility of Purchaser. Under no circumstances are we obliged to forward updates without

prior contractual agreement. If the deficient software cannot be rectified in the manner specified herein, Purchaser shall be entitled to demand a refund of any fees paid in respect of such deficient software.

## **9. Limitation of Liability**

- 9.1. In respect of any claim by the Purchaser for damages of whatever nature and howsoever arising, our liability is limited to direct, excluding consequential, damages.
- 9.2. Damages shall be deemed not to be foreseeable especially if Purchaser has assumed liability to a third party without having limited his own liability with respect to such third party as it is permissible in general terms and conditions under the applicable law.
- 9.3. In case that Purchaser becomes subject to claims from third parties that may result in Purchaser having a claim against us as a result thereof, Purchaser is obliged to inform us in due course in a comprehensive way about such claims and afford us the opportunity to participate in the negotiations about such claims and afford us the opportunity to take actively part in the fulfilment of or defence against these claims, in order to preserve his right to take recourse on us. If Purchaser fails to meet these obligations, he bears the burden of proof that his liability would not have been less even without our contribution and that he has fully obeyed his duty to lower any indemnity. The aforesaid is also applicable on the reimbursement of any expenses made to fulfil or defend against such claims from third parties.

## **10. Reservation of Proprietary Rights**

- 10.1. All goods delivered (reserved goods) remain our property until paid for in full to us.
- 10.2. Purchaser is permitted - until our revocation of this permission - to combine and/or to commingle, respectively, the reserved goods with other goods in the course of his regular business. By these acts of Purchaser, we acquire property in a share of the common property with respect to the new object in proportion of the value of the reserved goods according to our invoice in relation to the invoiced value of the other goods used. If our property is extinguished by such combinations or commixtures, the purchaser is deemed to have transferred title to us, in so far as it is legally entitled to do so, with respect to that future new stock or object to the extent as set out above, and will keep them for us free of charge. The said transfer share in common ownership shall be deemed as reserved goods in the sense of Section 10.1. We hereby accept the transfer.

## **11. Special Software Regulations**

All intellectual property and copyright to the software delivered by us remains with our supplier.