

OPTRON (Pty) Ltd

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TERMS AND CONDITIONS OF SALE

1. TERMS OF SALE

Ex-Works, Seller's premises (per EXW Incoterms 2010) in Centurion, Cape Town or Durban unless otherwise stated on the quotation or Order Confirmation.

2. PRICES

Prices and price quotations :-

- are EX-Works; unless otherwise stated in writing
- are based on Buyer's complete and unconditional acceptance of Seller's Standard Terms and Conditions in effect at the time of quotation
- do not include Value Added Tax, any other taxes, fees, export document preparation costs, banking charges, duties and the like, all of which are the liability and responsibility of the Buyer
- may be varied by the Seller at any time prior to deemed delivery
- may be increased by the Seller should there be a change in rates of exchange, any imposition or alteration of tax or duties, any increase in the costs of materials, labour or transport or any increase of the cost of supplying the product resultant from any other factor beyond the Seller's control
- are valid for 10 (ten) business days (i.e. Saturdays, Sundays and public holidays in the Republic of South Africa excluded) or until withdrawn.

3. PAYMENT – BUYERS RESIDENT IN SOUTH AFRICA

The Seller reserves the right to require full payment from Buyer in advance or on a COD basis if acceptable forms of payment are not arranged. If Buyer has an account with Seller, Buyer shall make payment against the Seller's tax invoice in South African Rand, in cash and within 30 (thirty) calendar days of the date of tax invoice.

The Seller reserves the right to charge interest on late payments at Nedbank's prime lending rate plus 5% points.

4. PAYMENT – BUYERS NON-RESIDENT IN SOUTH AFRICA

Unless the Buyer has an account with the Seller, payment must be made in advance of shipment or an irrevocable Letter of Credit ("LOC") must be established with and confirmed by a major South African

Clearing Bank in favour of the Seller. The LOC shall have a validity equal to the full delivery period of the goods plus 1 (one) month and shall provide for part shipment and trans-shipment with the release of 100%

(one hundred percent) of the value for each shipment against presentation of commercial tax invoices, packing list and bill of lading, or forwarding agent's receipt, or airway bill as evidence of dispatch of the goods.

Note: Zero-rated VAT invoices will only be issued if the transaction qualifies as a Direct export (i.e. inter alia, controlled by Seller) or if the Buyer's carrier has been approved by Seller. In all other cases, VAT will be charged and Buyer will be liable to pay the VAT and must themselves arrange a refund on export

The Seller reserves the right to charge interest on late payments at Nedbank's prime lending rate plus 5% points.

5. DELIVERY AND SHIPMENT (EX-WORKS)

The Seller delivers the goods when placed at the disposal of the Buyer at the Seller's premises in Centurion, Cape Town or Durban or at any other named place (not cleared for export and not loaded on any collecting vessel), in accordance with "Incoterms 2010" for shipments. Upon delivery the Buyer bears all risk of loss and the cost of shipment. The Seller shall not be liable for liquidated, consequential, incidental, indirect or punitive damages or penalties for late delivery. The Seller shall ship the goods via the mode directed by the Buyer. If the Buyer does not specify the mode of shipment, then the Seller shall ship the goods by the most cost-effective method; however, in either case, the Buyer shall bear the cost of shipment. Shortages must be reported in writing to the Seller within 3 (three) business days after receipt; otherwise, shipment is presumed to be complete and in accordance with the Bill of Lading and packing list.

6. RESERVATION OF OWNERSHIP

The ownership of the goods shall be and remain vested in and with the Seller for the purposes of maintaining a security interest until the Seller has received full payment for such goods.

7. SELLER SERVICES

The Buyer shall be responsible for receiving, storing, installation, start up, commissioning, operator training and maintaining all goods unless specifically agreed to in writing by the Seller.

8. ACCEPTANCE OF ORDERS

Acceptance of orders by the Seller is subject to availability and acceptance by the Seller's suppliers.

9. RETURNS AND CANCELLATIONS

Non-physical goods, such as software, upgrades, extended warranties, are non-returnable and orders once placed cannot be cancelled.

Other goods may be returned for credit only with the Seller's agreement and within one month of purchase and the Seller reserves the right to charge a handling fee.

10. SERVICE CENTRE

Items sent to the Service Centre for servicing, repairs or assessments remain the responsibility of the customer. The Seller does not accept any responsibility for loss or damage whether incurred during transit or on the Seller's premises.

If quotations for servicing or repairs are not accepted within two months of the quotation date, the goods will be returned to the customer at the customer's expense and any work carried out in order to provide the quotation will be charged for.

11. LIMITED WARRANTY

The goods are subject to the manufacturer's specific product warranty only. Seller makes no guarantee, expressed or implied of merchantability, fitness or suitability for the particular ultimate use or purpose of the goods.

12. PRODUCT CHANGES

Seller, on its own behalf as well as on the Manufacturer's behalf, reserves the right to:

- make changes in design, specifications, processes of manufacture and construction of its products, provided that such changes do not materially alter the product performance, form or fit; and
- effect changes described in (a) above, without incurring any obligation to install such changes in products previously delivered.

13. INTELLECTUAL PROPERTY RIGHTS

Delivery of any goods shall not constitute or be construed by Buyer as a grant of any expressed or implied license or any other right to use, for any purpose, Seller's or Manufacturer's patents, trademarks, Copyrights or other intellectual property.

14. PRODUCT DESIGN

The Buyer shall not perform or allow others to perform de-compilation, disassembly, or reverse engineering of any goods, hardware or software, delivered to the Buyer. The design, manufacture, assembly, know-how, trade secrets or any other intellectual property associated with the product, hardware or software, shall remain the sole property of the Seller.

15. APPLICABLE LAW AND JURISDICTION

All transactions between the Buyer and the Seller shall be interpreted in accordance with and governed by the Laws of the Republic of South Africa. The Buyer and the Seller agree to the jurisdiction of the High Court of the Republic of South Africa.

16. FIRST ORDER OF PREFERENCE

These Standard Terms and Conditions are to take First Order of Preference.

17. FORCE MAJEURE

Any delays experienced as a result of strike, fire, storms, riots, acts of war, acts of God, and acts of public enemies or other unforeseen cause beyond the control and without fault or negligence of Seller shall excuse Seller from late delivery. Seller shall notify Buyer in writing within 10 (ten) days regarding any such delays.

18. SEVERABILITY

Any provisions hereof prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

19. LIMITATION OF LIABILITY

Notwithstanding any other provisions of any resulting order, under no circumstances shall either party be liable for any consequential, special, incidental, indirect, multiple, or punitive damages, or any damage deemed to be of an indirect or consequential nature arising out of or related to its performance under this contract, whether based upon breach of the contract, warranty, or negligence and whether grounded in tort, contract, civil law, or other theories of liability including strict liability, even if advised in advance of the possibility of such damages. The Seller's total liability, including but not limited to liability for indemnity, defense, and hold harmless obligations shall not exceed the amount paid to the Seller under this order.

20. ENTIRE AGREEMENT

The above-stated Terms and Conditions of Sale, unless expressly modified in writing and executed by an authorised representative of Seller, are intended to reflect the final expression of the agreement between the parties. Buyer may utilize its own form to describe the entire goods being purchased; however, all terms and conditions stated on Buyer's form which in any way modify, conflict with, or contradict with the Terms and Conditions of Sale stated above shall be considered invalid and non-enforceable.