

FOR INTERNAL OFFICE USE ONLY:

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M&H Pump Services CC

DATE

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APPROVED BY Financial Manager

DATE

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APPROVED BY General Manager

DATE

STANDARD CONDITION OF SALE

Every contract of sale between M&H Pump Services CC ("SELLER") and its Customer ("PURCHASER") shall be subject to these standard conditions of sale. These conditions supersede, and SELLER shall be entitled to ignore any standard terms or Conditions printed on or referred to in any order or document issued or to be issued by PURCHASER.

PRICE, PAYMENT AND INTEREST

1. Unless otherwise stated, all prices are net, and exclude Value Added Tax. Payment must be made by PURCHASER to SELLER without deduction, set off or demand at SELLER's address.
2. Any credit facilities allowed by SELLER to PURCHASER shall be at the discretion of SELLER who may at any time terminate or curtail such facilities in respect of any goods not yet delivered. Unless Seller has agreed or stipulated otherwise, payment must be made not later than the last day of the month following the month during which delivery takes place. In lemans terms its 30 days from statement
3. Interest may accrue on any amount due to SELLER calculated from due date at prime overdraft rate which may be proved by a certificate from SELLER's bank.

DELIVERY AND RISK

1. Unless otherwise agreed in writing, the goods shall be delivered at SELLER's option by road or by rail at lowest rail rate basis.
2. Where SELLER delivers goods by road using his appointed carrier or by rail at lowest rail rate basis, the carrier shall be deemed to be SELLER's agent.
3. Where PURCHASER appoints his own carrier or specifies delivery by rail or by air, that the carrier or rail service or the air carrier respectively shall be deemed to be the PURCHASER's agent, and delivery shall be deemed to have taken place at SELLER's premises or upon the goods being handed over to the rail service or the air carrier.
4. Where PURCHASER collects goods from SELLER's premises using PURCHASER's own transport, delivery shall be deemed to have taken place at SELLER's premises.
5. In any other instance, delivery shall be deemed to take place at PURCHASER's premises or the premises of the PURCHASER's nominated consignee.
6. Risk of loss or damage in respect of the goods shall be deemed to pass to PURCHASER upon delivery.
7. Any agreed delivery date shall be approximate. In the absence of an agreed delivery date, delivery shall be affected at SELLER's discretion; SELLER will incur no liability to PURCHASER arising from any delay, failure or error in delivery.
8. Where it has been agreed that the relevant goods shall be delivered in more than one consignment, each consignment will be deemed to be a separate sale, PURCHASER shall be liable to pay the price in respect of each consignment on due date, and the validity of the sale of any consignment shall in no way be affected if the sale of any other consignment falls through for any reason.
9. SELLER shall be entitled to withhold delivery and/or cancel any sale or unfulfilled order if at any time PURCHASER is in arrears with any obligation including any debt owing to SELLER, irrespective of the cause of the obligation.
10. If SELLER is prevented from delivering any goods at the time stipulated for delivery, as a result of instructions or the fault of PURCHASER or otherwise attributable to PURCHASER, PURCHASER shall be liable for all expenses incurred by SELLER in consequence, including for storing and handling.
11. No goods delivered to PURCHASER may be returned to SELLER for credit without the prior written consent of the SELLER. In any event, the costs of storing and transporting any goods returned to SELLER for credit by PURCHASER shall be for PURCHASER's account and a handling charge of not less than 10 % of the price will be levied.

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OWNERSHIP AND CESSION AS SECURITY

1. Notwithstanding delivery or the granting of credit, the ownership of all goods sold shall remain vested in SELLER until the price of all goods shall have been paid in full by PURCHASER to SELLER.
1. Any debt that may become due to PURCHASER on resale of the goods by PURCHASER is ceded to SELLER as security for any amount due to SELLER by PURCHASER.
2. If SELLER's goods are to be placed on leased premises, PURCHASER shall notify SELLER of the name and address of the landlord, and SELLER shall have the right to notify such landlord that SELLER has retained ownership of such goods.
3. IF PURCHASER' – (I) at any time fails to pay any indebtedness owing by PURCHASER to SELLER on due date or (II) disposes of any stocks of the goods otherwise than in the normal and ordinary course of PURCHASER's trade or (III) allows any judgment against PURCHASER to remain unpaid for seven days or (IV) is placed in provisional liquidation or under judicial management or (V) attempts to compromise with any of PURCHASER's creditors or any creditor of PURCHASER takes possession of PURCHASER's assets by way of security, or applies to Court for an order to give such creditor the right to possess any of PURCHASER's assets by way of security or by way of giving effect to any security, the, in any such events, SELLER shall be entitled, without prejudice to any other rights SELLER may have and without any notice, to repossess sufficient of the stocks held by PURCHASER as selected by SELLER as will be sufficient to discharge PURCHASER's then indebtedness to SELLER and to cancel the sales in respect of such repossessed stocks. SELLER shall be entitled to recover from PURCHASER all costs, on an attorney and client scale, of any action instituted by SELLER against PURCHASER to enforce SELLER's rights in terms of this clause.

EXCLUSIONS AND LIMITATION

1. No variations of any of the terms of any contracts including these conditions shall be of any force unless agreed and committed to writing.
2. Customer accepts that SELLER's entire liability in respect of product sold will be limited to SELLER's product warranty, which is deemed to be the part of this agreement.
3. PURCHASER shall have no claim against SELLER based on any alleged shortage or breakage in the goods sold or the goods delivered not being in accordance with the contract, unless PURCHASER shall have given notice in writing of its complaints to SELLER within 14 days after PURCHASER should reasonably have become aware of the shortage or breakage by PURCHASER or a third party will not be accepted.
4. PURCHASER shall have no claim against SELLER for any delay in delivery or failure to deliver the goods sold or failure to perform any of its obligations as a result of force majeure, including, but not limited to, any strike, lock-out, labor unrest, act of war, civil disturbance, governmental interference or any other circumstances outside SELLER's control or as a result of any other reasonable cause.

JURISDICTION AND COSTS

1. PURCHASER consents to the jurisdiction of the Magistrate's court (notwithstanding that the value of the claim may otherwise be beyond the jurisdiction of that Court) or at SELLER's option, of the Supreme Court of South Africa in respect of any matter or claim arising from the sale.
2. The law of SELLER's domicile shall apply to the interpretation and enforcement of any contract and to any dispute between the parties.
3. PURCHASER shall refund to SELLER all legal costs on the attorney and client scale incurred by SELLER in recovering any amount due. Such costs shall include any collection commission payable by SELLER to its attorneys.

CUSTOMER'S SIGNATURE NAME

CAPACITY DATE

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