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CONDITIONS OF SALE

Terms & Conditions

Standard terms for the supply of goods and services by CGI Global (Pty) Ltd.

DEFINITIONS — IN THESE CONDITIONS, UNLESS THE CONTEXT REQUIRES OTHERWISE

"Supplier"	means CGI Global (Pty) Ltd ("CGI"), Cape Town, South Africa.
"Buyer"	means the company, firm, body or person purchasing the Goods and/or Services.
"Contract"	means the contract between the Supplier and the Buyer for the supply and purchase of Goods and/or Services.
"Goods"	means the subject matter of the Contract, including raw materials, finished or partly finished materials or articles, commodities etc. (including any such items supplied in connection with the Services).
"Services"	means any work and/or services, or any of them, to be performed by the Supplier for the Buyer pursuant to the Contract.

01 General

1.1 The Supplier's quotations are not binding on the Supplier, and a Contract will only come into being upon acceptance by the Supplier of an order from the Buyer.

1.2 The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Buyer's order, or otherwise stipulated by the Buyer, shall have no effect. Any variation of the Contract must be confirmed in writing by the Supplier.

1.3 Tenders submitted by the Supplier shall remain open for acceptance for a period of 90 days from the date of the tender, unless some other period is specified or accepted in the tender, or the tender is withdrawn by the Supplier.

1.4 As a condition of the Contract, the Supplier reserves the right to be provided with two references, including one from the Buyer's bankers.

1.5 Any representation or warranty, whether written or oral, made by the Supplier, its employees, officers, sub-contractors or agents prior to the date of the Contract shall not form part of the Contract and shall be of no effect in relation to the Contract.

02 Prices

2.1 Where the Goods are sold by reference to the Supplier's published price list, the price payable for the Goods shall be the ruling price as published in the price list current at the date of despatch of the Goods from the Supplier's works.

2.2 In other cases, the price stated in the Contract is based on the cost to the Supplier of raw materials, fuel and power, transport and labour, and all other costs at the date of acceptance of the Buyer's order or the date of any quotation (as relevant). If, at the date of despatch of the Goods from the Supplier's works or at the date of carrying out the work, there has been an increase in all or any of such costs, the price payable for the Goods or Services shall, at the request of the Supplier, be increased accordingly, and the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

2.3 Whilst every endeavour will be made to deliver the correct quantity of Goods ordered, the Supplier shall be deemed to have fulfilled its contractual obligations in respect of any delivery if the quantity delivered is within plus or minus 10 percent of the quantity specified in the Contract, and in such event the Buyer shall pay for the actual quantity delivered.

2.4 There shall be added to the price for the Goods or Services any value-added tax (VAT) and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods or performance of the Services.

2.5 Unless otherwise stated, where Goods are sold for delivery within the Republic of South Africa, the price shall include normal courier costs. If the Buyer requires delivery outside South Africa, or requires more urgent delivery within South Africa, or for orders having a value below R1 000.00 (or such other amount as the Supplier specifies in the Contract), then in addition to the price of the Goods the Buyer shall pay the Supplier all additional costs of carriage, freight, insurance and other costs in connection with the delivery of the Goods.

03 Terms of payment

3.1 Prices quoted are net and are in South African Rand (ZAR) unless otherwise agreed.

3.2 Unless otherwise agreed in writing and subject to credit being approved, accounts are due for payment not later than 30 calendar days from the date of delivery of the Goods and/or the provision of the Services. All payments shall be made without deduction or set-off.

3.3 When deliveries are spread over a period, each consignment will be invoiced as despatched, and each invoice will be treated as a separate account and be payable accordingly.

3.4 Failure to pay any invoice in accordance with the foregoing terms, or other terms specified in the Contract, shall entitle the Supplier to suspend further deliveries and work, both on the same order and on any other order from the Buyer, without prejudice to any other right the Supplier may have.

3.5 The Supplier also reserves the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the rate of 4 percent above the prime lending rate published from time to time by the Supplier's bankers.

3.6 The Supplier reserves the right, where genuine doubts arise as to a Buyer's financial position, or in the case of failure to pay for any Goods or Services or any delivery or instalment as aforesaid, to suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

3.7 Where Goods are to be delivered outside the Republic of South Africa, unless credit arrangements within South Africa approved by the Supplier have been made, payment for the Goods shall be made prior to despatch.

04 Title of goods

4.1 Notwithstanding that risk in the Goods shall pass to the Buyer in accordance with clause 7, title to the Goods shall remain with the Supplier until payment in full has been received by the Supplier:

- for those Goods;
- for any other Goods supplied by the Supplier; and

- of any other monies due from the Buyer to the Supplier on any account.

4.2 Until title to the Goods passes to the Buyer under clause 4.1, the Buyer shall keep the Goods separately and readily identifiable as the property of the Supplier.

4.3 Any resale by the Buyer of Goods in which property has not passed to the Buyer shall (as between the Supplier and the Buyer only) be made by the Buyer as agent for the Supplier.

4.4 Goods shall be deemed sold or used in the order delivered to the Buyer.

4.5 At any time before title to the Goods passes to the Buyer (whether or not any payment to the Supplier is then overdue or the Buyer is otherwise in breach of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights):

- retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so), which the Buyer hereby authorises; and/or
- require delivery up to it of all or any part of the Goods.

4.6 Until title to the Goods passes to the Buyer, the Buyer shall keep all Goods fully insured for the benefit of the Supplier.

4.7 Each clause and sub-clause of this clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

05 Warranty: limit of responsibility

5.1 The Supplier warrants that it will (at the Supplier's choice) repair or replace, or refund the full purchase price of, any Goods which are accepted by the Supplier as being defective or not in accordance with the Contract within a period of 6 months from manufacture of such Goods (the "Warranty Period"), save that this warranty shall not apply where:

- the defect or fault is attributable to defective materials supplied by third parties, where the Buyer's only remedy will be against that third party; or
- the defect or fault is attributable to improper storage or misuse of the Goods by the Buyer; or
- the Goods have been fitted or applied by the Buyer to surfaces or in a manner which is not recommended or approved by the Supplier, or for which the Goods were not designed.

5.2 In respect of Services, if the Supplier accepts within the Warranty Period that it has failed to execute the Services in accordance with the express terms of the Contract, the Supplier may at its option perform again such of the Services as have not been carried out in accordance with the express terms of the Contract, or repay the Buyer the charge for such of the Services as have not been so performed (provided such charge shall have been paid to the Supplier by the Buyer).

5.3 The Buyer's remedies in respect of any claim under the express warranties in clauses 5.1 and 5.2, or any condition or warranty implied by law, or any other claim in respect of the Goods and/or Services or any workmanship in relation to them (whether or not involving negligence on the part of the Supplier), shall in all cases be limited to repair, replacement, re-performance or refund of the purchase price as aforesaid, and any condition or warranty implied by law (except as to title) shall cease to apply after the expiry of the Warranty Period; and the Supplier shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded, except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification, or in respect of any

delivery or instalment of any order or any part of them, shall not entitle the Buyer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

06 Delivery and completion dates

6.1 The dates for delivery of the Goods or the dates for carrying out the Services are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.

6.2 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

6.3 Delivery of the Goods shall be to the Buyer at the Buyer's premises or such place for delivery as is specified in the Contract.

6.4 The Supplier will not be liable in any circumstances for the consequences of any delay in delivery or performance, or failure to deliver or perform, if the duration of the delay is not substantial, or if the delay or failure is due to an act of God, fire, inclement or exceptional weather conditions, load-shedding or interruption of utility supply, industrial action (whether at the Supplier's premises or elsewhere), hostilities, shortage of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, governmental order or intervention (whether or not having the force of law), or any other cause whatever beyond the Supplier's control or of an unexpected or exceptional nature.

6.5 No delay shall entitle the Buyer to reject any delivery or performance or any further instalment, or to repudiate the Contract or the order.

6.6 The Supplier will only accept cancellation of a Contract at its discretion and upon the condition that the Buyer shall reimburse the Supplier for any costs, charges or expenses incurred by the Supplier up to the date of cancellation.

07 Damage, shortage or loss in transit

7.1 Unless the Contract stipulates otherwise, risk in the Goods passes to the Buyer at the point of delivery, except that the Supplier shall not be liable:

- in respect of any shortage in the quantity of Goods delivered, or any damage to the Goods, unless the Buyer gives written notice to the Supplier within 7 days following delivery of the Goods; or
- in respect of any failure to deliver, unless the Buyer gives written notice to the Supplier within 7 days following the date specified for delivery in the Contract or, if none, the agreed delivery date.

08 Delayed acceptance

8.1 If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Supplier may arrange storage of the Goods at the Buyer's risk, and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the Contract.

09 Suspension and termination

9.1 The Supplier may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries, and may by notice to the Buyer terminate the Contract immediately, if one or

more of the following events occurs:

- the Buyer commits an act of insolvency, is sequestrated or placed in liquidation (whether provisionally or finally, otherwise than for the purposes of amalgamation or reconstruction), is placed under business rescue or supervision, enters into a compromise or arrangement with its creditors, or has a judgment against it that remains unsatisfied, or takes or suffers any similar action in consequence of debt; or
- the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired; or
- the Buyer shall commit any breach of any part of the Contract.

10 Intellectual property

10.1 The Buyer shall indemnify the Supplier against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Supplier with the Buyer's instructions, whether express or implied.

11 Indemnity

11.1 The Buyer agrees upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

- designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods and/or Services;
- defective materials or products supplied by the Buyer to the Supplier and incorporated and/or used by the Supplier in the Goods and/or the Services; or
- the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.

12 Packing

12.1 Unless otherwise specified, packing cases and packing materials are not returnable, and the Buyer will dispose of all packing in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

12.2 The Supplier uses all reasonable endeavours to ensure, where necessary, the suitability of packing before despatch, but no claim will be accepted by the Supplier for breakage or damage in transit on the ground of alleged unsuitability of packing.

13 Assignment and subcontracting

13.1 None of the rights or obligations of the Buyer under the Contract may be assigned or transferred, in any way, in whole or in part, without the prior written consent of the Supplier.

13.2 The Supplier shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to, the Buyer.

14 Health and safety

14.1 The Buyer agrees to pay due regard to any information supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested, or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work, or when they are being disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

15 Amendment and waiver

15.1 No variation of these conditions shall be effective unless it is made in writing and is signed by both parties.

15.2 No waiver of any of these conditions shall be effective except to the extent that it is made in writing and signed by the waiving party.

15.3 Any waiver of a breach or a default under any of the terms of these conditions shall not be deemed a waiver of any subsequent breach or default and shall in no way affect any other terms of these conditions.

16 Notices

16.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered by hand, sent by pre-paid registered post, or sent by email.

16.2 Any notice or document shall be deemed served: if delivered by hand, at the time of delivery; if posted, 7 days after posting; and if sent by email, at the time of transmission, provided that confirmation of such transmission is in the possession of the sender.

17 Invalidity

17.1 The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.

18 Law and jurisdiction

18.1 The Contract shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa, and the parties hereby submit to the exclusive jurisdiction of the South African courts, including the Western Cape Division of the High Court, Cape Town.

CERTIFICATIONS, ACCREDITATIONS & AWARDS