

Seipônê Exhibits
TERMS AND CONDITIONS

1. **TERMS:** We request your payments to be made by way of wire transfer or cheque payable to SEIPONE. All bank charges are the sole responsibility of the purchaser. Past due accounts bear interest of 1.5% per month (18% per annum) on past due amounts. The quotation detailed overleaf is valid for a period of 30 days from date thereof; but we reserve the right to withdraw it in the event of the component materials becoming unavailable. All materials used will be in accordance with the specifications and/or drawings forming part of the quotation. We give no warranty whatsoever in respect of these materials. However, we will use our best endeavours to ensure that all materials are free from defect. We reserve the right to use substitute materials of no lesser quality than those materials specified in our quotation in the event that such specified materials are unavailable.
2. **RECEIVING:** SEIPONE will be responsible for receiving and unloading of shipment.
3. **CONTRACT CHANGES:** All contract changes are subject to rescheduled delivery date and price changes as itemized on the subsequent Sales Contracts. All prices in our quotation are net unless otherwise stated.
4. **DELAY OF SHIPMENT:** Completed orders delayed by Purchaser will be held free of charge for fifteen (15) days beyond the scheduled shipping date. If the order continues to be delayed beyond fifteen (15) days, the product will be stored by SEIPONE and the Purchaser will be invoiced for the full amount. In this case, the balance is due thirty (30) days from invoice date. If shipment of the order continues to be delayed at the Purchaser's request beyond thirty (30) days of the scheduled shipment date, a storage fee will be charged.
5. **CLAIMS:** Purchaser must make all claims for shortages or damaged products in writing within three (3) days after the product's shipment; otherwise such claim shall be deemed waived. Claims for damage in transit must be to the delivery carrier on receipt of shipment, as delivery to the carrier absolves SEIPONE of further responsibility. No products may be returned for credit except by written SEIPONE authorization. SEIPONE'S liability for losses or damage from all causes shall in no event exceed the purchase.
6. **CANCELLATION:** There will be a charge for cancellation of an order, all or in part. The charge will be based on all costs incurred by SEIPONE whether direct or indirect plus 10% handling fee.
7. **PRE-INSTALLATION:** Ten (10) days prior to ship date the following conditions must prevail:
 - a. Purchaser has provided SEIPONE with verified dimensions of the site plan.
 - b. Purchaser has made a firm commitment that site preparations will be complete as specified on plans upon arrival of the SEIPONE installation crew.
 - c. Changes to installation date which occur within fourteen days or less of the scheduled date will result in additional charges for which the Purchaser will be invoiced separately, and the Purchaser hereby agrees to pay.
 - d. It is a condition of our offer that the site or work area shall be clean and ready to receive our work in accordance with the requirements stipulated in our quotation.
8. **INSTALLATION:** Installation is quoted, subject to the following conditions:
 - a. Unencumbered access to the site. Electricity and running water are available on site.
 - b. All perimeter walls and fencing are in place.
 - c. Flooring has been installed on the concrete foundation and is ready to receive equipment.
 - d. SEIPONE is not responsible for interference with electrical wiring, plumbing or other services in or beneath the installation.
 - e. All lighting above unit has been installed and operating.
 - f. Entire ceiling in the area of SEIPONE product is complete, including paint.
 - g. Delays caused by improper preparation of the site or by the site's not being ready to receive will result in additional charges for which the Purchaser will be invoiced separately.
 - h. We are not liable for any loss or damage arising from faulty or unsuitable design, constructions or situations of the buildings or structures where our work is carried out.
 - i. The employer shall provide, free of charge, any necessary water, hoisting facilities, electronic power and lighting. The electricity connection shall be at a distance no greater than 30 meters from point where the electricity power is to be used.
 - j. The employer, unless otherwise agreed, is responsible for providing, where necessary, protective covering against weather or other conditions likely to cause deterioration during execution of our work.
 - k. The installation quote is based on a SEIPONE installation crew. If union installers are required, all additional costs will be the Purchaser's responsibility.
 - l. Permits, if required, are the responsibility of the Purchaser.

- m. The employer shall ensure that no portion of the work shall encroach upon the property of any other person and shall be responsible for ensuring that such work does not constitute a nuisance to the owners of the neighbouring or adjoining properties. Any damage, which may inadvertently be caused to the owner of any adjoining property, shall be the responsibility of the employer.
- n. SCAFFOLDING: Adequate and suitable scaffolding for ceilings over 3, 35 meters high shall be supplied, erected and moved by the main contractor at no charge to ourselves. We supply and erect our own scaffolding for structures below 3, 65 meters.

Note: Failure to meet any of the above installation requirements will result in compensation to SEIPONE of R1, 000 dollars (one thousand) per day until all requirements are met. If the installation is not complete on time due to installation conditions not being met, it will result in no penalty to SEIPONE. If re-scheduling of travel and/or accommodation is required, the Purchaser will be invoiced accordingly.

- 9. **DELIVERY:** All delivery dates are approximate. SEIPONE will use its best efforts to ship within the time stated, but does not guarantee so. Time is not the essence of the Contract and SEIPONE is not liable for consequential damages under any circumstances. SEIPONE shall not be liable for any damages due to delay or inability as a result of strikes, acts of God, shipping delays, inability to obtain equipment, material or labour, or any other cause whatsoever.
- 10. **WARRANTIES:** LIMITED TWO YEARS WARRANTY, THE PRODUCTS SOLD UNDER THIS CONTRACTED ARE WARRANTED TO BE FREE FROM MANUFACTURING DEFECTS IN WORKMANSHIP AND MATERIALS FOR ONE YEAR. WITHIN ONE YEAR OF THE COMPLETION DATE SEIPONE WILL, AT THE SOLE OPTION OF SEIPONE REPAIR OR REPLACE THESE PRODUCTS IF DEFECTIVE IN MANUFACTURING, WORKMANSHIP OR MATERIALS, PARTS AND LABOUR INCLUDED. SEIPONE EXTENDS THIS WARRANTY ONLY TO THE ORIGINAL PURCHASER. NO OTHER AFFIRMATION BY SEIPONE OR ITS REPRESENTATIVES, BY WORDS OR ACTION, SHALL CONSTITUTE A WARRANTY.
ALL DRAWINGS AND INFORMATION PROVIDED IN, OR FORMING PART OF, OUR QUOTATION REMAIN OUR PROPERTY AND MAY NOT BE USED BY ANY OTHER PERSON WITHOUT THE CONSENT IN WRITING AND THEN ONLY IN SUCH MANNER AS MAY BE SPECIFIED BY US. THE EMPLOYER SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORITY FOR THE WORK TO BE DONE, WHETHER SUCH AUTHORITY IS REQUIRED FROM A GOVERNMENT DEPARTMENT, MUNICIPAL DEPARTMENT OR LOCAL AUTHORITY AND SHALL BEAR THE COST OF OBTAINING SUCH AUTHORITY.
- 11. **TRANSPORT AND RISK OF LOSS:** Products are sold Ex-works. SEIPONE agrees to select the carrier and arrange for transportation of the products. Choice of carriers includes, without limitation, most direct route single carrier handling (avoiding interlining), timely pick-up and past experience with carrier. Purchasers sold recourse for products damaged in transit is against the carrier. Product will be shipped under a straight bill of lading naming Purchaser as consignee, and freight costs shall be billed directly. Delivery will be made to the shipping address and considered complete when Purchaser's representative signs the bill of lading.
- 12. **TITLE:** Purchaser agrees that he does not acquire any right to sell, assign, encumber or dispose of the subject property until the invoice is paid in full.
- 13. **DEFAULT:** In case of payment default in whole or in part, SEIPONE and/or its agents or assigns is hereby authorized to take possession of and remove said property from premises or elsewhere without demand or notice of any kind. Purchaser waives all rights for action of trespass or other causes, and Purchaser agrees to pay all reasonable charges for his use of the property. SEIPONE shall be entitled to receive reasonable sum for all collection expenses incurred, including attorney fees, whether or not a suit may be instituted and for all costs of re-possession re-sale. Venue for any such suit shall be in Cape Town, South Africa.
- 14. **TAXES:** Any tax, imposed by law, on articles sold or rented or any services rendered by SEIPONE shall be in addition to the sales price hereof.
- 15. **INCONSISTENT TERMS:** Any provision in Purchasers purchase order that is not consistent with these terms and conditions does not constitute part of the Contract, and is therefore void.
- 16. Acceptance of the quotation submitted constitutes acceptance of all aforementioned terms and conditions.
- 17. This tender, unless otherwise stated, is subject to re-measurement on completion.
- 18. It is noted that any departures from standard conditions have been introduced into the tender documents. These departures are deleted entirely by submission of this tender, which is based on the unaltered standard documents listed hereunder.
 - a. The Joint Building Contracts Committee (JBCC) June 1991 Edition of the Principle Building.
 - b. Agreement as amended by the Principle Building Agreement Addendum – November 1992.
- 19. This quotation is subject to price adjustments in accordance with the latest addition of the Contract Price Adjustment Provisions (B.I.A.C. "Haylett" Formula) issued by the building Industries Advisory Council.