

## TERMS & CONDITIONS OF SALE

### 1. Definition

Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

- 1.1. "Company" means Spitronics Micro Ignitions CC (Registration Number: 2004/103899/23) a close corporation duly incorporated in accordance with the laws of the Republic of South Africa.
- 1.2. "CPA" means the Consumer Protection Act, 2008.
- 1.3. "Customer" means the buyer of the Goods.
- 1.4. "Goods" means the goods supplied by the Company.

### 2. Application of Terms and Conditions

The Customer agrees that all current and future orders for and sales of the Goods are subject to the following terms and conditions, which the Customer acknowledges to have read and understood.

### 3. Prices

- 3.1. The Company's listed prices are subject to alteration at any time without prior notice.
- 3.2. The prices contained in quotations, estimates and acceptances of orders are based on the quantities and any other details specified therein and the Company reserves the right to revise prices in the event of a change in the quantities or any other details.
- 3.3. All prices quoted by the Company are subject to fluctuations in exchange rates, duties, surcharges, freight and transport costs, and clearing agents' charges. If suppliers increase their prices, the Company shall be entitled to pass on these increases to the Customer.
- 3.4. The prices quoted do not include charges for consultations, installation, training, repairs or any other services. Such charges will be charged by the Company in addition at its then current rates.
- 3.5. All prices quoted exclude Value Added Tax, unless otherwise stated.
- 3.6. A quotation by the Company is only open for acceptance within 7 (seven) days from date thereof, unless otherwise agreed to in writing by the Company.

### 4. Payment Terms

- 4.1. Payment in respect of Goods must be made in advance on the date of order, unless otherwise agreed to in writing by the Company. No Goods will be released to the Customer until full payment has been received.
- 4.2. The price for the Goods must be paid in cash or via electronic funds transfer, without any set-off or deductions and free of any costs, charges or exchange. Payment via debit card, credit card or cheque will not be accepted.

### 5. Orders and Delivery

- 5.1. All orders are accepted subject to availability of Goods. The Supplier reserves the right to withdraw any Goods from its catalogue.
- 5.2. Delivery dates and times are estimates only, although the Company will endeavour to adhere to any stated delivery times. The period specified for delivery on the Company's quotation:
  - 5.2.1. is exclusive of any period occupied in developing, altering or adapting tools or any experimental work connected with the same;
  - 5.2.2. shall commence from the Company's final settlement of details and specifications of the Goods and not from the date of order;
  - 5.2.3. is subject to the lead time the Company is given by its suppliers.
- 5.3. The Company shall not be liable for any costs incurred by the Customer as a result of any delay in the supply or delivery of the Goods.
- 5.4. Unless otherwise agreed by the Company in writing, the Customer shall bear all costs of transport of the Goods.
- 5.5. Delivery and passing of risk in the Goods shall be deemed to have taken place when the Goods leave the Company's premises. Notwithstanding the aforesaid, ownership in the Goods shall remain vested in the Company until the full purchase price in respect thereof has been paid in accordance with these terms and conditions.
- 5.6. If the Customer or its agent fails to take delivery of the Goods, or in any way delays the delivery of the Goods, then the risk in the Goods shall immediately pass to the Customer and the Customer shall be liable to pay all reasonable costs of storing, insuring, and handling the Goods until delivery takes place.
- 5.7. The Customer shall have no claim against the Company if the Goods fail to arrive at their destination or for any loss of or damage to the Goods, arising from any cause, while they are in transit, irrespective of who was responsible for the transport or delivery.
- 5.8. The Company shall be entitled to cancel any order for Goods if the Customer commits a breach of any of these terms and conditions, and fails to rectify such breach within 5 (five) days of the Company's notice requiring the Customer to rectify such breach, or fails to make payment to the Company on due date.

### 6. Warranties and Indemnities

- 6.1. The Company makes no warranties regarding the Goods, other than as provided for in terms of section 55 read with section 56 of the CPA.
- 6.2. **The Company shall not be liable for and the Customer indemnifies the Company from any claim, liability, loss, injury, damage, cost, expense or penalty whatsoever and howsoever arising in relation to the Goods and the**

**use thereof, other than a claim for liability, loss, injury, damage, cost, expense or penalty arising from or attributable to:**

- (a) harm as provided for in terms of the provisions of Section 61 of the CPA;
- (b) the gross negligence of the Company or any person acting for or controlled by the Company.

- 6.3. **The Company shall not be liable for and the Customer hereby indemnifies and holds the Company harmless from any claim, liability, cost, expense or penalty suffered or incurred as a result of installation, use or maintenance of the Goods which does not comply with the Company's instructions.**

### 7. Installation and use of the Goods

- 7.1. Employees of the Company are not allowed to install the Goods or work on any vehicle.
- 7.2. It is the Customer's responsibility to obtain an installation manual, safety precautions and wiring diagrams and understand it before installations begins. These are available on the CD accompanying the Goods and on the Company's website.
- 7.3. The Company recommends that the Goods should only be installed by an installer approved by the Company. **Notwithstanding the aforesaid, the Company shall not be liable for any claim, liability, loss, injury, damage, cost or expense arising from installation of the Goods by such an installer or any other person or entity.**
- 7.4. The Goods must be installed, used and maintained in accordance with the Company's instructions from time to time.
- 7.5. The Company offers a repair service on management systems only. The Customer will be liable for the fees charged by the Company in respect of such services from time to time.
- 7.6. The Customer must ensure that the Goods are used in accordance with all applicable rules, laws and regulations in force from time to time. **The Company shall not be liable for any claims, costs, expenses or penalties arising from use of the Goods in contravention of any rule, law or regulation.**
- 7.7. In the event that the Customer sells the Goods to or installs them for third parties, the Customer shall ensure that such third parties comply with the Company's instructions regarding the installation, use and maintenance of the Goods. **The Customer hereby indemnifies and holds the Company harmless from any claim, liability, cost, expense or penalty suffered or incurred by the Company as a result of the Customer not ensuring that the Goods are installed, used and/or maintained by a third party in accordance with the Company's instructions.**

### 8. Return of Goods

- 8.1. The Customer may only return Goods to the Company in the event that they fail to satisfy the requirements and standards contemplated in Section 55 of the CPA, and then only within the periods set out in Section 56 of the CPA.
- 8.2. Subject to the provisions of clause 8.1, the Customer shall not be entitled to return any Goods to the Company unless the Company agrees thereto in writing beforehand, the Goods are in the same condition as in which they were sold and have not been used or damaged. In the event that the Company agrees to the return of Goods, otherwise than in terms of the provisions of clause 8.1, the Customer shall pay to the Company a handling fee in an amount which is equal to 20% (twenty percent) of the price at which the Customer purchased the Goods from the Company.

### 9. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Company preventing it from the performance of any obligation to the Customer (any such event hereinafter called "Force Majeure") then the Company shall be relieved of its obligations to the Customer during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Customer may suffer due to or resulting from the Force Majeure.

### 10. General

- 10.1. This is the whole agreement between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof. No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.
- 10.2. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement shall be effective unless in writing and signed by or on behalf of the parties.
- 10.3. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and a party shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 10.4. If any provision of this agreement is, or becomes, invalid or unenforceable, it shall be severable from the rest of the agreement, which shall continue to be binding on the parties.

