



TERMS AND CONDITIONS

The acceptance of a tender from FRIGOTHERM includes the acceptance of the company's standard Terms and Conditions, which are as follows:

1. **VALIDITY:** Unless previously withdrawn, all tenders are open for acceptance for the period stated therein, or when no period is stated within 30 days, and subject to confirmation at the time of acceptance.
2. **PACKING AND FREIGHT:** Unless otherwise specified in the tender, packing and freight is excluded.
3. **PRICES:** Unless otherwise specified in the tender, the prices quoted are net ex FRIGOTHERM's works.
4. **TITLE:** The Title to goods shall not pass to the purchaser until payment has been made of the full contract price and in case of non-payment FRIGOTHERM shall be entitled to re-possess or trace the goods or the proceeds of sale in the customer's hands of any Liquidator or Receiver. The company may recover those goods at any time if the company judges that the amount outstanding from the customer is in excess of the credit limit the company is willing to accord the customer.
5. **EXTRA COSTS:** All tenders are based on ruling prices at the date of tender for raw materials involved in FRIGOTHERM's line of production. Any subsequent increase in the costs of goods to FRIGOTHERM shall be for the account of the customer, unless stated otherwise in FRIGOTHERM's offer.

6. **TERMS OF PAYMENT:** All amounts due by the customer to the FRIGOTHERM will be paid in full, free of bank exchange and without deduction, set-off or bias. Unless otherwise stated in the tender, the terms of payment are 30 days nett, subject to approval of credit, after date of statement. A finance charge computed at the periodic rate of two-and-a-half percent (2.5%) per month on the unpaid balance will be made on accounts not paid when due, and the customer agrees to pay such charges and pay attorneys' fees if action is brought to collect from the customer.
7. **TIME OF DELIVERY:** FRIGOTHERM will not be liable for delays in the delivery date due to causes beyond the company's reasonable control, including breakdown of machinery, strikes, labour disputes, war, riot, civil commotion, shortage of material or labour regulations or order of any government. If delivery is delayed by causes beyond FRIGOTHERM's control, then payments by the customer become due as if delivery has been made.
8. **WARRANTY:** FRIGOTHERM warrants repairing all defects due to faulty workmanship or materials, provided that the materials have been supplied by FRIGOTHERM, which occur within 12 months after the date of dispatch or commissioning. FRIGOTHERM undertakes to remedy any such defects free of charge. FRIGOTHERM accepts no responsibility for any defects occurring due to improper use or neglect or corrosion or occurring after the said date and in any event is not liable in any circumstance for any consequential loss or for any breach of contract occasioned by a breach by a subcontractor or any other contractor. This guarantee is in substitution for any other guarantee or warranty express or otherwise implied whether by custom, common law, statute or otherwise and FRIGOTHERM expressly decline any other obligation express or implied or any liability for indirect or consequential damages, loss of revenue or profit as a result of defects. Warranty repairs for heat exchanges can in most cases not be rectified on site. Dismantling from existing equipment and delivery to FRIGOTHERM's premises is not part of FRIGOTHERM's warranty.
9. **CANCELLATION:** Purchase Orders cannot be cancelled without cause by the purchaser without FRIGOTHERM's express written consent. Should the purchaser attempt to cancel an order without cause, the purchaser shall reimburse FRIGOTHERM against all loss occasioned by such cancellation, including loss of anticipatory profits and liability for commitments made by FRIGOTHERM relating to the Purchase Order and shall purchase any existing inventory and work in process which FRIGOTHERM has in its possession to fulfill its existing orders for the purchaser at the time of cancellation. As used herein, "cause" shall mean a material breach of FRIGOTHERM's duties and obligations hereunder and the failure to cure such breach after the purchaser notifies FRIGOTHERM of such breach and affords FRIGOTHERM a reasonable time to cure same.
10. **REPAIR ORDERS:** A base handling charge of R1000.00 will be applied for each product regardless of condition that it is in when returned for evaluation. Products being returned for evaluation must be shipped pre-paid. Quotations for repair, test, cleaning and similar matters will be issued shortly after return to FRIGOTHERM. All products returned shall be considered abandoned by the purchaser and may be scrapped if the purchaser or shipper renders no disposition instructions after 45 days from notification by written quotation. FRIGOTHERM does not warranty any repaired products under any circumstances. Products repaired and the repairs are the sole responsibility of the owner of the products. Products sent to FRIGOTHERM for evaluation will be returned, upon request and at the owner's expense.



11. **PENALTIES AND DELAYS:** Unless otherwise specified in the tender, the company shall not be liable for penalties on late deliveries. Under no circumstances may the purchaser withdraw from or terminate the agreement and/or any sale on account of any delay in delivery or have any claim of any nature whatsoever against FRIGOTHERM arising from late delivery and FRIGOTHERM shall not under any circumstances whatsoever be liable for any damages of any nature whatsoever (including, without limitation, any indirect, consequential or special or special damages or loss of profit) which the purchaser may suffer as a result of any delay in the delivery of the goods as ordered.
12. **RETURNS:** If accepted by FRIGOTHERM at its sole discretion and upon such terms as it may prescribe, will be credited in full, less a minimum handling fee of 25% (twenty five percent) as a handling charge, provided that such goods are in a marketable condition and have not been used and the purchaser shall be liable for all costs of delivery to FRIGOTHERM's premises.
13. **NON-COMPLIANCE:** FRIGOTHERM shall not, under any circumstances, be liable for any defects other than those covered under guarantee, shortage of documentation or non-compliance of goods with the purchaser's specifications, and the purchaser shall not withhold any payment in respect of such goods from FRIGOTHERM pending the resolution of any dispute or complaint.
14. **PRECEDENCE OF TERMS AND CONDITIONS:** Any order resulting from the agreement will be subject to the terms and conditions stated therein unless specifically varied by FRIGOTHERM in writing, and such terms and conditions will at all times take precedence over any terms and conditions or stipulations in any of the purchaser's documentation as may be in conflict herewith. Should the purchaser in any way purport to attach any terms or conditions which vary, amend or are in conflict with the agreement, then, notwithstanding anything to the contrary stipulated by the purchaser, the agreement will prevail and be of full force and effect unless specifically varied by FRIGOTHERM in writing with specific reference to the Purchaser's contrary documentation.
15. **PROGRESS PAYMENTS:** Should the completion of the order be delayed beyond the stipulated delivery period with cause by the purchaser for whatsoever reason, then the purchaser agrees to make a progress payment on a percentage of work completed as is detailed in FRIGOTHERM's project schedule. Solely FRIGOTHERM to which the purchaser shall agree will determine the time of such progress payment.
16. **STORAGE OF GOODS, PRODUCTS AND COMMODITIES:** The sender, purchaser or shipper agrees to store any such goods and commodities at his sole risk at the sellers (Frigotherm Engineering) premises and will not hold the seller liable for loss due to fire, theft or other damages that may be suffered during storage. All products, goods and commodities returned or stored shall be considered abandoned and may be scrapped after 45 days from notification by written quotation.