

TERMS AND CONDITIONS OF SALE:

The sale of all goods listed on the invoice/s are subject to the under mentioned terms and conditions which form part of the agreement of sale and in the event of any conflict between any other terms and conditions of sale and those set out below, then the latter shall prevail.

GENERAL

The head notes to the paragraphs in this agreement are inserted for reference purposes only. Unless the contrary intention shall clearly appear, words importing the singular shall include the plural and vice versa. All goods sold and listed on the invoice shall be referred to simply as "the goods" hereunder.

1. DELIVERY

The Seller will arrange for the delivery of the goods to the Purchaser subject to the following conditions:

- 1.1 In the case of delivery in the Seller's vehicle, delivery of the goods will take place upon the goods being off-loaded at the address as set out on the delivery note. Risk shall pass to the Purchaser upon delivery.
- 1.2 In the case of delivery by any other means, including that of the purchaser collecting the goods from the Seller's premises, delivery is deemed to have taken place upon the delivery receipt being signed by the Purchaser.
- 1.3 The Seller shall not be liable for loss of profit or any damage, direct or indirect, consequential or otherwise, sustained by the Purchaser in consequence of deliveries, which may be in any respect incorrect, or in consequence of non-delivery or late deliveries due to any cause beyond the Seller's control.
- 1.4 Any times or dates for delivery or performance quoted by the Purchaser are business estimates only, and do not constitute contractual obligations.

2. RETURNS AND CANCELLATION

No agreement to cancel this agreement of sale or to return any goods sold hereunder shall be of any force without the Sellers written consent. The Seller reserves the right to decide whether to accept the return of any goods sold hereunder, or to cancel or vary this agreement. The Seller

also reserves the right to invoke a handling fee on goods returned for any reason other than defective or incorrectly delivered goods.

3. DESIGNS AND PUBLISHED DATA

All designs and specifications are subject to change without notice and whilst every effort has been made to ensure that all information and other data thereon is accurate, the Seller assumes no responsibility for any loss occasioned by errors or omissions in any data or other information which may be furnished and the Seller assumes no responsibility for the revision or change of any goods already in the field.

4. PAYMENT

Payment will be made in the legal tender of the Republic of South Africa and shall be strictly 30 days net from the date of statement unless otherwise agreed by the Seller in writing. In the event of late payment, interest shall be calculated and charged monthly in advance at the maximum rate permissible at the time. The Purchaser shall be indebted to the Seller for any costs relating to the payment or default payment of these goods.

5. OWNERSHIP

Notwithstanding delivery of the goods to the Purchaser, ownership herein shall remain with the Seller until the full purchase price payable in respect thereof shall have been paid in full. Until fully paid for, such goods shall not be alienated, pledged, encumbered or hypothecated in any way and shall not form part of the assets of any insolvent estate.

6. COST

In the event of an attorney, or collection agency, being instructed to collect any payments due by the Purchaser in terms hereof, the Purchaser shall pay all costs incurred by the Seller, whether or not summons has been issued.

7. CONSENT OF JURISDICTION

The Purchaser consents to the Magistrate's Courts having jurisdiction over the Purchaser in terms of Section 29 of the Magistrate's Court Act No. 32 of 1944 in respect of any action by the Seller against the Purchaser arising out of the sale of the goods.

8. DOMICILLIUM

The Purchaser chooses as its Domicillium Citandi Et Executandi the Montague Gardens address as set out on this document.

9. GUARANTEE

The Seller warrants that all goods sold are free from defects in materials and workmanship, and in the event of any goods being so defective, the Seller undertakes to remedy the defects or replace the goods at its option.

This warranty shall ensure for a period of one year from the date of commencement of this agreement and shall not apply to any goods which have been subject to misuse, negligence, accident modifications or tampering.

This warranty is given expressly in lieu of all other warranties, whether expressed or implied and of all other obligations or liabilities on the part of the Seller or its agents or representatives which latter agents or representatives have no authority to extend the scope of this warranty or make any other representation, promise or guarantee in connection with the manufacture, sale or application of goods.

Notice of goods received in a damaged condition shall be given to the seller within ten days of delivery, failing which they shall be deemed to have been delivered in good condition. All notices in terms hereof shall be addressed to the Seller at the Montague Gardens address as below:

GRASS ZA (PTY) LTD

Reg No.: 1984/008347/07

P O Box 37201 Chempet 7442

2 Graph Avenue, Montague Gardens 7441

Tel: 021 529 8040 Fax: 021 529 8041