



EASTERN  
CONTROLS



## TERMS AND CONDITIONS

Reg No 1998/016756/07

### GENERALITIES

The purchaser is held responsible for informing our company by registered mail, at the latest 8 days after our sending our acknowledgement of his order (15 days in case of purchaser resident abroad), his disagreement with one or more terms mentioned below, without which he is assumed to have accepted them, whatever other contrary term may be mentioned in his own documents, excepting, possibly, mutually agreed-upon prior conditions.

Although all our transactions may be completed by any medium (in writing, on the Internet or by telephone), only written and signed documents shall be classified as authentic over any other documents. In case of a change in the situation of the purchaser, the winding-up or modification of the company, death, incapacity, receivership or safeguard proceedings, liquidation by court order or bankruptcy, whereby the present list is enunciative and not provided by way of limitation, we shall be entitled to cancel the contract or request the enforcement of guarantees.

### VALIDITY OF PRICES

Some prices may be updated on the day of shipment according to some metal prices or exchange rates. Pricing of any item planned for a shipment beyond a period of one year after our receipt of the order will be subject to increases, excepting written agreement from us. Our quotation pricing will be binding on us for a period of 15 DAYS from date of quotation unless an extension of its validity or price variation or both has been agreed upon in writing by us.

### MINIMUM ORDER

Due to administration fees, specialized design and setup cost we cannot accept orders below R 200.00, excluding VAT. Orders requiring a specialized manufacturing process may require minimum order quantity per product.

### TIME OF AVAILABILITY

If not expressly stipulated in the present document with the words "Absolute necessary time to manufacture accepted" or "absolute necessary date of availability accepted", the dates and times of availability mentioned in the order acknowledgement of receipt are only given for information.

The purchaser can in no means, in case of delay, pursue the cancellation of the order or refuse to have the goods shipped or delivered. No penalty or indemnity can be asked in case of a shipment delay, unless expressly accepted in writing by ourselves.

Events such as war, strikes, epidemics, lack of transportation, lack of material, incidents, accidents, delays in the shipment of our base materials, and more generally speaking any cause that may lead to the unemployment or lay-offs in our factory, are declared as being cases of absolute necessity that permit deferment and delay the manufacturing process of the orders.

The purchaser's attention is drawn to the fact that, excepting explicit contrary explanations, the times and dates mentioned in this document are considered as times and dates of availability from our factory and not of delivery at the purchaser's premises.

### SHIPPING CONDITIONS

Our goods, even if shipped carriage-paid, are always shipped, especially in case of a total loss, at the consignee's own risks, who is held responsible to explicitly mention in case of damaged or missing goods any necessary reservation to the forwarders and to start any action against them within statutory time limits, the posting of our invoice being considered as the shipping document.

In case of a total loss, the purchaser who wishes us to deal directly with the forwarders in order to place a claim, should submit a request to this effect by written registered mail within two weeks from the date of receipt of the invoice corresponding to the shipment.

Our intervention, in such a case, does not imply that we accept the risk of the transportation that remains the consignee's entire responsibility.

### CLAIMS AND RETURN OF GOODS

The purchaser has a fixed time of 15 days as from the date of delivery of the goods or as from the date of the first presentation or availability of the goods, to mention the reservations that would motivate the non-conformity of this delivery with the order. Beyond this time, no gentleman's or judiciary claim placed by the purchaser will be acceptable.

The pieces considered with a default by our customers will, after our acceptance, be returned on a free house basis to our workshop. All returns will incur a 15% Handling Fee. No return will be accepted if fees have to be borne by us.

### PAYMENTS

Unless otherwise agreed in writing, payment in full without deduction or set-off in respect of any goods sold or services delivered shall become due and payable within thirty (30) days from date of statement. Upon customer's failure to comply with the conditions of payment HI-TECH Elements (Pty) Ltd reserves the right to:

- Suspend any or all further deliveries; and/or
- To require cash payment prior to delivery; and/or
- Cancel any orders placed upon it; and/or

In addition to the foregoing, should any payment not be received promptly when due, HI-TECH Elements (Pty) Ltd shall be entitled to declare any discount it may have afforded the Customer to be forfeit and accordingly require payment of the full purchase price at that time prevailing.

Any dispute pertaining to goods delivered, or any anticipation of a credit, shall not constitute grounds for a delay in settlement or for non-payment. In case of non-payment of any single instalment, the settlement of outstanding balances on goods delivered, or awaiting delivery, shall be enforceable immediately. Any delay in settlement shall entail the interim suspension of all deliveries. Any product, the manufacture of which has commenced (by way of design analysis, procurement or execution) shall be due for settlement.

### WARRANTY

Our equipment is warranted against defects in materials & workmanship for a period of THREE Months from date of invoice, provided the equipment is properly applied, used & maintained.

Our warranty shall avail upon submission of written notification of the existing defect and as such the warranty is limited exclusively to the repair or replacement of goods acknowledged as defective by our company. Repair or exchange will be at the sole discretion of HI-TECH Elements. The warranty implies the complete exclusion of liability from any incidental or consequential damage through the use of the product based on warranty, contract, negligence or any other cause of action.

Goods are not warranted against damage from corrosion, contamination, misapplication, mechanical damage, normal wear or operational conditions beyond our control.

Electronic components & electrical switchgear is not covered by this warranty.

Related labour costs are for the purchaser, as are return shipping costs. The repair or exchange of goods whilst under warranty does not imply an extended warranty.

HI-TECH Elements endeavour to provide the correct advice for the intended application based on our experience. It however remains the purchaser's responsibility to make the final product selection in full awareness of the use of the equipment.

### RECOVERY COSTS

In case of a partial or complete non-payment of the total price, or in case of delay of this payment, any cost, charge, entitlement, or any amount prepaid by the selling company in respect of, or for the recovery of sums payable, shall be totally and exclusively assumed by the client, who shall reimburse the vendor with no requirement for the handing down of a court order against the former, notwithstanding any other compensation and interest payable.

### RESERVATION OF OWNERSHIP CLAUSE

By mutual agreement between the parties, goods delivered shall remain the property of the company HI-TECH Elements (Pty) Ltd, pending the full settlement of invoices.

Throughout the term of reservation of ownership, the purchaser shall insure the goods against any risk of damages or liability associated with the latter.

### JURISDICTION CLAUSE

Any disagreement arising from the present contract, its interpretation or execution shall be subject to the exclusive jurisdiction of the Magistrate Court, even in case of the introduction of third parties or multiple defendants. The same will apply, specifically to any dispute arising from the settlement of drafts or bills issued in conjunction with the present contract.

### VAT (4320131917)

All "unit prices" quoted (Price (ex)) are exclusive of the applicable 15% value added tax. Should the tax rates change between the dates of acceptance and dates of delivery such changes will be for the amount of the purchaser.

### DIRECT EXPORT VAT

To apply the zero-rate, the supplying vendor must either-

- Physically deliver the movable goods to the recipient, the recipient's appointed agent or the recipient's customer at an address in an export country; or
- engage a cartage contractor to deliver the goods to the recipient, the recipient's agent or recipient's customer in an export country.

In this context, a 'cartage contractor' means a person whose business includes the transportation of goods and included couriers and freight forwarders.

### INDIRECT EXPORT VAT

The rules pertaining to the zero-rating of an indirect export of movable goods are set out under the following headings:

- Part One:** Procedures for granting of refunds of tax to qualify purchasers residing in or conducting business in export countries;
- Part Two-Section A:** Procedures for the vendor who elects to supply movable goods at the zero rate to a qualifying purchaser, where the movable goods are initially delivered to a harbour, an airport, or are supplied by means of a pipeline or electrical transmission line in the Republic before being exported;
- Part-Two-Section B:** Procedures for the vendor who elects to supply movable goods to a qualifying purchaser at the zero rate where the movable goods are to be exported via road or rail; and
- Part Three:** The export time periods, the time period to obtain documentary proof, Government agreements and transitional rules.

Under Part One, the supplying vendor will charge output tax at the standard rate of 15% on the supply of the movable goods to the qualifying purchaser. The qualifying purchaser is then entitled to obtain a refund of the VAT paid from the VAT Refund Administrator, upon compliance with the prescribed conditions. The movable goods must be exported within 90 days from the date of the tax invoice issued to the qualifying purchaser and the goods must be exported via a designated port and declared to a customs official and VRA official where one is present at the designated port.