

TERMS AND CONDITIONS OF SALE

All sales by TWINCARE INTERNATIONAL (PTY) LTD (hereinafter referred to as "the Company") shall be subject to the following terms and any terms contained in the current price list from time to time

1. DEFINITIONS AND APPLICATION

(a) For the purposes hereof, the term "goods" shall include all goods which may be ordered by the customer or sold to the customer by the company. The singular shall include the plural and vice versa. A reference to any one gender includes the other genders.

(b) These terms and conditions shall apply to any contract in terms of which the Company agrees to sell its goods to the customer.

(c) No alteration or variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of the Company and by the customer and this provision may not be waived other than in writing.

2. CONTRACT PRICE

Prices reflected in the price list may be changed without notice. All orders will be deemed to have been accepted at the price in force when the customer places the order. Prices exclude delivery charges for areas outside of the regular delivery routes A Delivery service is available to all areas at a nominal cost. Where the customer requests delivery by any other means the full carriage charges will be for the customer's account

3. PAYMENT

Unless otherwise provided in writing payment is strictly COD for Twincare invoices.

4. EXEMPTIONS

(a) The Company shall be exempt from and not be liable under any circumstances for any indirect or consequential damages of any nature or any loss of profits of other special damages of any nature which the customer may suffer as a result of any breach by the Company of any of its obligations under the contract.

(b) The customer shall not have any claims of any nature whatsoever against the Company for any failure by the Company to carry out any or all of its obligations under the contract where such failure is caused either directly or indirectly, or partly by any circumstance which is beyond the reasonable control of the Company.

5. CATALOGUES, SPECIFICATIONS, ETC.

All catalogue specifications, drawings, illustrations, diagrams, price lists, brochures, performance figures, dimension, and the like, furnished by the Company and representations in regard thereto, are to the best knowledge of the Company, accurate. They shall not however, bind the Company in any way whatsoever. All the above are subject to change without notice.

6. PARTIAL PERFORMANCE

Each delivery or part delivery of an order shall be deemed to be goods sold under separate contract. Failure by the Company to deliver any part of an order shall not entitle the customer to refuse or delay payment for goods delivered or tendered for delivery.

7. BREACH

If the customer fails to make any payment by due date or fails to comply with any other term or condition of this contract, or should the customer be liquidated, sequestrated, be insolvent, commit an act of insolvency, be placed under judicial management or suffer a judgment granted against it to remain unsatisfied for a period of ten days, all monies owing by the customer to the Company shall immediately become due and payable. Under such circumstances the Company shall be entitled without prejudice to any other rights, which it might have to cancel the contract or any part thereof without notice and to sue for such damages as it may have suffered. Interest shall be payable by the customer on any amount overdue from time to time at the rate of 2% per month or part thereof.

8. DISPATCH

Any times or dates quoted for dispatch are estimated only. The Company cannot be liable for failure to dispatch within such time unless specifically agreed to in writing. Whenever goods are delivered to a carrier, such delivery shall be delivered to the customer notwithstanding that the cartage forward may have been paid by the Company and provided further that the Company shall be entitled at its option to claim damages or specific performance from any such carrier.

9. SHORTAGES AND DAMAGE

Claims by customers based on shortages or damage to goods must be made within 48 hours of the receipt of the goods or the consignment in respect of which shortage or damage is alleged. The Company will not consider any claim made after this period. Payment shall not be withheld by the customer pending the outcome of the claim.

10. OWNERSHIP AND RISK

Ownership of goods supplied or installed shall remain with the Company until payment of all monies due to the Company has been affected in full. The risk in the goods shall pass to the purchaser as soon as they leave the Company's premises or the Company's transport vehicle, whichever is the later. The purchaser shall bear the risk in the goods once they have been delivered to any independent transport contractor, notwithstanding that the Company may have agreed to bear the cost of such transport.

11. GUARANTEE

The Company will make good by replacement or repair at the Company's option, any defects according to the standard warranty terms of the various goods. A copy of the warranty terms is available upon request. The Company shall not otherwise be liable for any defect, injury or damage, consequential or otherwise of whatsoever kind or howsoever caused for anything done or omitted to be done in connection with the goods sold or any work done by the Company. Should full, payment not be made when due or be withheld for whatever reason, this warranty on all items on that/those invoices will be void.

12. GOODS RETURNED

The Company shall not be obliged to accept the return of goods or the cancellation, but should it elect to do so, the customer's account will be credited and he/she will be free to purchase alternative stock for the credit amount.

13. VIS MAJOR

Without in any way derogating from any of the foregoing provisions, the Company shall not be liable for failure to deliver by reason of any of the following: fires, floods or other casualties; wars, riots, civil commotions, embargoes, governmental regulations; inability to obtain necessary materials from the usual sources of supply; shortage of transport facilities or delays in transit strikes or other labour troubles affecting production or delivery regardless of response or fault on the part of the Company; other contingencies of manufacture or shipment whether or not of a class or kind mentioned not reasonably within the Company's control.