



STANDARD TERMS AND CONDITIONS OF SALE INCORPORATING WARRANTY REGULATION AGREEMENT

1 INTERPRETATION

The headings in the various clauses in this agreement have been inserted purely for the purposes of reference and convenience only and shall not be used in the interpretation nor modify or amplify the terms of this agreement nor any clause thereof. The following terms, unless the contrary intention clearly appears, shall have the meaning assigned to them hereunder and cognate expressions shall have corresponding meanings:

- 1.1 "agreement" means this Standard Terms and Conditions of Sale incorporating Warranty regulations as well as any other documents referred to herein.
- 1.2 "business day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa. Number of business days shall be exclusively of the first and inclusively of the last.
- 1.3 "Rondebult" means the Rondebult Group as per Title above.
- 1.4 "effective date" means the date on which this agreement was signed by both the Supplier and the Purchaser or their authorised officials.
- 1.5 "delivery date" means the date on which the Goods is first delivered to the Purchaser as evidenced by a delivery receipt, or any other form prescribed for this purpose by the Supplier, signed by the Purchaser, being his confirmation of having received the goods on delivery date.
- 1.6 "Quotation" means the written quotation provided by the Supplier to the Purchaser in regard to the transaction contemplated.
- 1.7 "VAT" means the value added tax charged and levied at the prevailing rate in terms of the Value Added Tax Act no. 89 of 1991, as amended.
- 1.8 An expression which denotes any one gender includes other genders; the singular includes the plural; natural persons include created entities (corporated and unincorporated), all and vice versa; where figures are referred to in numerals and in words, if there is any conflict between the two the words shall prevail.

2 DECLARATION, ACKNOWLEDGEMENT AND STATEMENT

- 2.1 The parties acknowledge that the Tax Invoice was fully completed prior to the accepting thereof and that the particulars set forth therein are true and correct.
- 2.2 The parties acknowledge that the amount of the deposit(s) stated in the invoice was paid in cash and / or by trade-in, the amount of the latter representing a fair and reasonable price.
- 2.3 The parties acknowledge that the specific machine(S) was properly set up, adjusted and inspected before delivery in accordance with the Manufacturer's Instructions for the specific machine.
- 2.4 The parties acknowledge and agree that specifications with the purchase or in advertisements, catalogues, and the like, regarding weight, capacity, KwH or horsepower and performance shall be taken to be approximate only and sketches and / or illustrations are not binding as to detail.

The Purchaser states that -

- 2.4 he acknowledges that he is aware that the Supplier's representatives, agents and / or salesman have no authority to vary any of the Terms, or Conditions, or Warranty regulations and policy. In this regard the Supplier assumes no liability and shall not be bound by any promises, statements, warranties, or representations made by any agent, salesman or any employee or representative of the Supplier save as expressly stated in a written confirmation thereof by an authorised official of the Supplier.
- 2.4 he acknowledges that he received and reviewed this Terms and Conditions of Sale and Warranty Regulations before procuring the Goods, fully understand the content thereof and is in full agreement as to the stipulations and regulations addressed herein.
- 2.5 he read and understands his risks, costs, his rights and obligations under this purchase.
- 2.6 he did not provide false information, or failed to reveal negative information, in the application preceding this purchase and that his particulars therein are to the best of his knowledge true and correct.
- 2.7 he warrants that the initiative in connection with this transaction emanated from him and that the Supplier or his representative has not induced, harassed or forced him to purchase this implement.
- 2.8 he is in the lawful owner of the goods trade-in and described in the Invoice and that no other person has any real or personal rights in and to the goods. He indemnifies the Supplier against any claims and / or disputes regarding ownership, encumbrance or of whatever nature by any party.
- 2.9 purchasing the Goods will not cause him to become over indebted as contemplated by the National Credit Act, section 80, and that he is aware that, when this purchase comes into effect, the relevant details required in terms of section 69(2) of the Act will be reported to the National Credit Register or a registered credit bureau if he is funded by a Financial Service Provider and that agreement is subject to the Act. Should the Purchaser be funded by whatever means of facilitation or deferred term agreement by any Financial Service Provider, nothing contained in such an agreement shall prejudice any of the Supplier's

rights under this agreement.

3 OWNERSHIP AND PRICE

- 3.1 Should payment of the full purchase price of the Goods be deferred in any way and full payment is not made on delivery of the Goods, the Seller's Standard Credit terms and Conditions will come into effect. The Purchaser agrees that the Standard Credit Terms and Conditions was given to him and that he fully understand his obligations thereunder.
- 3.1 The Conditions of the sale of the Goods is subject to the suspensive condition that ownership of the Goods remains vested in the Supplier until fully paid. He reserves the right, in his sole discretion, to recover possession of the Goods immediately should payment of the full purchase price not be effected timely, as agreed upon, without notice and / or the necessity of having to cancel the purchase agreement.
- 3.2 In the rendering of Quotations, Pro - Forma Invoices, Commercial Invoices or Tax Invoices by the Supplier for any Goods, prices as mentioned are Free on Truck, (F.O.T.) at the Supplier's selected depot and exclude transport or installation costs. All costs of delivery of the Goods as well as insurance in transit shall be borne and paid by the Purchaser.
- 3.3 All prices are exclusive of Value Added Tax ("VAT"). The Purchaser is liable for payment to the Supplier, as an addition to any amount payable in terms hereof, of an amount equal to the VAT payable by the Supplier.
- 3.4 Unless otherwise specified all payments shall be made free of exchange in South African currency in full at the Suppliers Domicilium or at such an address as the Supplier may nominate before delivery will be tendered. Contrary arrangement(s) prescribed must be in writing and signed by both parties involved.
- 3.5 Price lists and specifications issued by the supplier from time to time are for information purposes only and do not constitute offers for sale.

4 DELIVERY, ACCEPTANCE, RISK

The Purchaser declares and acknowledge the conditions of delivery:

- 4.1 Whilst delivery times are given in good faith, and the Supplier will use every endeavour to comply therewith, he cannot accept any responsibility for any loss incurred by the Purchaser on account of any delay, arising through any cause, whether beyond the control of the Supplier or not.
- 4.2 The Purchaser acknowledges having examined the Goods and having satisfied himself as to the overall condition of the goods as at the time of the delivery, free from defect and ready for use in any respect. The Purchaser is satisfied with this order and condition and acknowledge receipt of the goods.
The Purchaser acknowledges having received and reviewed the Operator's Manual for the specific Goods and understand the proper and safe operation thereof as well as the maintenance and requirements for the specific Goods, as well as the intervals thereof.
- 4.3 The Purchaser shall accept delivery when delivery is tendered and shall not be entitled to cancel the purchase on account of delay in delivery.
- 4.4 It is the sole responsibility of the Purchaser to ascertain properly conducted delivery. Delivery shall be deemed to have been completed when any authorised representative employee of the Purchaser signs the delivery document. The signature of this delivery receipt shall constitute an acknowledgement by the Purchaser that the Goods complies with his specifications, and are delivered in good order.
- 4.5 The Purchaser acknowledges that the following items were explained to him in detail by the Supplier or his representative to his satisfaction:
 - 4.5.1 Proper operation procedures and instructions as given in the Operator's manual.
 - 4.5.2 The importance of safety precautions, safety equipment and preventive maintenance.
 - 4.5.3 The standard warranty policy as explained in Clause 5 hereunder, which he understands fully.
 - 4.5.4 The necessity for the operator's manual to be kept with the machine at all times.
- 4.6 All risk of loss, damage, destruction or otherwise in and to the goods, whether attributable to irresistible force, inevitable accident or any other cause shall pass to the Purchaser on delivery to him.
- 4.7 Notwithstanding delivery of the Goods to the Purchaser, the ownership of the Goods remains vested in the Supplier until the full purchase price has been paid in full. The purchaser, or any person on his behalf, will at no stage acquire ownership of the goods by reason of mere possession or any other reason.
- 4.8 The Supplier or any of his employees, agents, representatives makes and / or gives no representations, warranties or guarantees whatsoever, whether express or implied to the Purchaser regarding the Goods or their fitness or suitability for any purpose whatsoever. The Supplier furthermore will not be liable to the Purchaser or to any other party for any loss or damage arising from the use of the goods.

5 WARRANTIES AND GUARANTEES

- 5.1 The Goods are guaranteed strictly in accordance with the guarantees of the manufacturers of the Goods. Normally this reads:

Period of Guarantee: One year from the delivery date or 1500 working hours, whichever occurs first. In case of damage of the goods incurred due to the design or manufacture defects, the Purchaser must inform the Supplier of the damage within 15 days after delivery. The spare parts to replace the damaged parts will be supplied by the Supplier. The guarantee for the part or component supplied product correct a failure, is limited to the remaining period of the guarantee relating to the specific

product. The replaced part becomes the property of the Supplier.

- 5.2 The Supplier will conduct periodical maintenance when necessary during guarantee periods, and a Supplier's authorised expert from repairs and maintenance division shall be the sole judge in regard to what constitutes fair wear and tear under normal use for the purpose of this undertaking.
- 5.3 Warranty claims: In the event of a failure covered by the warranty, the User (Purchaser) must submit the following information in a timely manner to the maintenance division of the Supplier: Product name and serial number, detailed fault details, location of the machine and full availability of the machine and faulty parts to the Supplier and his designated workforce in his repairs and maintenance divisions.
- 5.4 Warranty Principles:
 - 5.4.1 Should failures be determined by the Supplier or its designate as a result of faulty components or production quality not up to standard, they will be replaced by the Supplier at his total expense. No costs will be recovered from the Purchaser / User.
 - 5.4.2 Replacement of major items such as an engine or transmission will only be done under exceptional circumstances and after the Supplier has received prior authorisation from the Manufacturer.
 - 5.4.3 Travel and mileage is not recoverable from the Supplier in any event.
 - 5.4.4 Normal labour and time charges will be charged by the Supplier for all maintenance except those done in terms of clauses 5.1 and 5.4.1 above.
 - 5.4.5 The Supplier will execute the first after sale service, at 100 hours or one month, whichever comes first, free of charge to the Purchaser. He needs only to reimburse service parts and accessories used.
 - 5.4.6 The warranty by the Supplier and Manufacturer is in lieu with all other warranties express or implied by the manufacturers of some components, which separately cover such components.
The warranties given by the supplier to Purchasers / Users may and will not be greater than what are provided for in these separate warranties.
- 5.5 The Supplier will not be liable for any costs, losses or damage whatsoever for direct, associated or consequential loss for any reasons because the machine(s) stopped working.
- 5.6 Limitations and parts not included in the warranty where the Supplier shall not be obligated to accept a warranty claim and shall not pay or give credit for anything regarding:
 - 5.6.1 Normal consumable parts, including but not limited to: glass, pin roll, shaft sleeve, door locks, "O"-rings, mould boards, pipes and hoses, fuses, bulbs and globes, electrical wiring, fuel, oil and grease, washer category, rubber products, seal and filter elements, grease nipples, tyres and tubes, blades, standard fasteners, undercarriages, lubricants, coolants, wiper blades, plastics, brake shoes, bucket teeth, paint and accessories not fitted by the Supplier;
 - 5.6.2 Any part repaired or replaced that consequently fails of which the part(s) or repairs were not approved by the Supplier or its designate.
 - 5.6.3 Any parts that has been disassembled without the specific written approval of the Supplier and the reassembly of such parts with unauthorised equipment and/or unauthorised workmen.
 - 5.6.4 Hour meters with broken lead seals
 - 5.6.5 System pressure setting parts that have been disassembled or adjusted incorrectly, and / or unauthorised, resulting in damage to the parts.
 - 5.6.6 Machines that was remodelled without prior written approval by the Supplier
 - 5.6.7 Costs due to oil change and replenishment or any damage appeared during maintenance and repair carried out by the user.
 - 5.6.8 Any electrical failure.
 - 5.6.9 Additional maintenance required as a result of operation in severe or unusual conditions.
- 5.7 The Supplier will not accept warranty claims in the following instances:
 - 5.7.1 If, for any warrantable failures, the User (Purchaser) continues to use the machine without repair, or repairs it by himself or by an unauthorised entity. Any relative and progressive failures caused by such conduct will neither be accepted as warranty claims nor will it be entertained in any other way. The Supplier is not warrantable for bad / insufficient workmanship.
 - 5.7.2 Loss or defect caused by natural disaster, calamity and accidents, fire, etc.
 - 5.7.3 Rattles, internal and external trim, body work and paint deteriorating due to normal wear and tear.
 - 5.7.4 Transport, accommodation and freight
 - 5.7.5 Cost of loaned or rental machines, direct or consequential to failure.
 - 5.7.6 Loss of income or downtime or overtime labour charges.
 - 5.7.7 Improper storage.
- 5.8 Responsibilities of the Purchaser / User:
 - 5.8.1 The Purchaser must ensure that the operation and maintenance of the machines is strictly in accordance with provisions of the Operating and Maintenance Manual provided with each machine. Faults or damage that occur as a result of improper operation or maintenance shall be excluded by the warranty.
 - 5.8.2 It is the Purchaser's responsibility to ensure that a correct service and maintenance manual for the specific Goods are received on delivery of the Goods.
 - 5.8.3 The Purchaser must provide field maintenance staff at the site, along with hoisting equipment, tools

- and other equipment needed to repair the machines at the user's working location.
- 5.9 The warranty on the Goods will be invalidated immediately if the Purchaser / User do not adhere to his responsibilities: such as
- 5.9.1 Use of parts, attachments or accessories not authorised by the Supplier as per clause 5.6.
 - 5.9.2 Operator neglect, abuse, overloading, or improper usage of the machines.
 - 5.9.3 Applying the machines against the responsibilities and usage stated in clauses 6.1 to 6.3.
 - 5.9.4 Authorise Scheduled Warranty Maintenance Services to persons other than the qualified repairs and maintenance division of the Supplier and / or authorise such services not in compliance with the the specifications and recommendation of the Manufacturer or Supplier of the Goods.

6 THE GOODS

- 6.1 The Purchaser will at all times, keep the Goods in his possession and control, and take reasonable care in the use of the Goods and shall at his own cost and expense maintain the Goods in good and proper working order and condition, and shall protect them from loss or damage.
- 6.2 The Goods shall be used only for the purpose for which they were intended, and driven / operated only by qualified persons and in compliance with the specifications and recommendation of the Manufacturer or Supplier of the Goods. Any additional replacements, renewals or renovations to or in respect of the Goods and all fittings thereof will be deemed to form part of the Goods, without any right of compensation..
- 6.3 The Purchaser will not use or allow the goods to be used in an illegal manner or for an illegal purpose or a dangerous activity in a manner which may render any claim invalid under an insurance policy in respect of the Goods or be of danger to the goods or persons involved or affect any guarantees on the Goods.
- 6.4 The Purchaser will allow the maintenance division of the Supplier or his representative to inspect the Goods at reasonable times to ascertain current condition thereof.

7 GENERAL

- 7.1 This agreement comprise the full and entire Terms and Conditions of Sale , Warranty regulations, policy and related matters between the parties on the subject matter. No amendment or cancellation will be valid unless it has been reduced to writing and signed by both parties. The setting aside or suspension of any provision contained in this agreement shall not render it or the remainder of the agreement void.
- 7.2 The invalidity of any part of this agreement shall not affect the validity of any other part thereof.
- 7.3 The parties agree and acknowledge that there are no other understandings, agreements, warranties or representations, verbal or written, relating to this transaction not specified herein. They further agree that they have not been required or induced to enter into any supplementary agreements or documents other than this agreement as it stands.
- 7.4 Other than the implied common law and warranties, no party shall be bound any in express or implied terms, representation, promise or the like not recorded herein, whether it includes the agreement and / or whether it was negligent or not.
- 7.5 In terms of section 45 of the Magistrate's Court Act No 32 of 1944 the parties consents that any legal proceedings arising from this agreement may be instituted in the Magistrate's court of any district or area with jurisdiction in terms of section 28(1) of the said Act.
- 7.6 This agreement shall in all respect be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws.

8 WARRANTY AND EXTENDED WARRANTY AND SERVICE PLAN

- 8.1 The innovative opportunity is available to purchase one of the Warranty or Extended Warranty / Serviceplans.
- 8.2 The Extended Service Warranty plan:
- 8.2.1 Emphasis must be made, and note taken, that this is NOT a maintenance plan. It covers service parts and labour used in accordance to Extended Services Plan up to a certain amount of hours or months agreed upon beforehand.
 - 8.2.2 This means normal wear and tear items, oils, filters, lubricants, etc are covered.
 - 8.2.3 Additional parts, e.g.. Brake components, v-belts, electrical wiring will not be covered as per § 5.6.1
- 8.3 The Extended Warranty Plan
- The extended warranty plan is exactly the same as the normal supplier and manufacturer's guarantee and warranty stated in detail in the whole of Clause 5 above with one exception: It can only be activated by Customers with Extended Service Plan as in §8.2 above.
- 8.3.1 It's currency and effect starts after the completion of the maximum time or hours of the normal warranty agreement, namely 1500 hours or one year, as stated in clause 5.1 above.
 - 8.3.2 It's expiry date is negotiated beforehand between the Purchaser and the Supplier to cover periods up to a certain extended years or hours, whichever comes first.
 - 8.3.3 The maximum Extended warranty is at present up to 2 years or 4000 hours, whichever occurs first.

