



BTA PIPE SUPPLIES (PTY) LTD

CARBON & STAINLESS STEEL PIPES
FITTINGS, FLANGES, VALVES and ALLIED PRODUCTS

Reg. No. 1999/015313/07
Vat No. 4440221267

STANDARD TERMS AND CONDITIONS

IT IS AGREED THAT: -

1. The invoice price reflected on the Seller's invoice shall be paid by the Purchasers without any deduction within 30 days of the date of delivery.
- 2.1 For the purposes of set-off, payment in respect of goods sold and delivered by the Seller to the Purchaser shall become due upon delivery, notwithstanding any terms of payment agreed upon.
- 2.2 The Purchaser shall not be entitled to set-off any amounts which may be owing to the Purchaser by the Seller, from whatsoever cause arising, against any amounts owing by the Purchaser to the Seller.
- 2.3 Notwithstanding the foregoing, the Seller shall enjoy such right of set-off.
- 3.1 The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. However, notwithstanding delivery, ownership of the goods shall remain vested in the Seller and shall not pass to the Purchaser until payment of the full purchase price has been made and received by the Seller.
- 3.2 A signed delivery note shall constitute *prima facie* proof that the goods have been delivered to and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent, a representative or nominated transporter of the Purchaser.
- 3.3 The Seller shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods to comply with the Purchaser's specifications unless written notice is received by the Seller within 7 (SEVEN) days of delivery.
- 3.4 The Seller shall not be liable for any consequential loss suffered by the Purchaser in respect of delays in delivery, defective goods or from any other cause howsoever arising.
- 3.5 The Purchaser acknowledges that the Seller is not necessarily the manufacturer of the goods. In respect of those goods not manufactured by the Seller, the Purchaser indemnifies and holds the Seller harmless against any claim that may be brought against the Seller in consequence of delays in delivery or such goods being defective and causing any damage whatsoever, whether through accident, negligence, recklessness, third party fraud or any other cause.
- 3.6 In the event of the Purchaser failing to make payment of any amount on due date or the Purchaser and/or Surety(ies) committing any breach of the terms of this Agreement, all of which are deemed to be material the Seller at its option and without prejudice to any of its rights in law shall be entitled to:-
 - 3.6.1 Retake possession of the goods sold and delivered to the Purchaser in respect of which ownership has not passed, including worked materials; and/or
 - 3.6.2 Demand that the Purchaser immediately make payment to the Seller of all amounts outstanding in respect of all goods sold and delivered by the Seller to the Purchaser, notwithstanding that payment in respect of any such goods may yet be due and payable.
- 4.1 For the purposes of legal proceedings the parties consent to the jurisdiction of any Magistrate's Court having jurisdiction over the parties. This notwithstanding it shall not preclude the parties from approaching any relevant High Court in South Africa having jurisdiction over the matter.

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- 4.2 In the event where a breach occurs and the Seller institutes legal proceedings against the Purchaser, the Purchaser and/or Surety(ies) agree to pay any additional costs, such as, but not restricted to, charges and fees of whatsoever nature and legal expenses calculated on the Attorney and Client scale.
- 5 Credit limits and payment terms shall at all times be in the sole discretion of the Seller who may alter or withdraw the facility at any time.
- 6 The Seller shall be entitled to charge interest on all overdue amounts, calculated daily and compounded monthly, at the prime rate of interest as applied by seller's bankers plus 2%.
- 7 The Purchaser agrees to notify the Seller immediately should the financial position of the Purchaser change to the extent that the Seller's interest may be impacted, alternatively where the Purchaser commits an act of insolvency.
- 8 The Seller shall at any time be entitled, without the consent of the Purchaser, to cede or sell and/or delegate any or all of its rights and/or obligations under the terms of this terms and conditions to any person or persons or body or bodies.
- 9 A certificate signed by any of the Seller's Directors and/or Managers, whose appointment need not be proved, will on its mere production be sufficient proof of any amount due and/or owing by the Purchaser, unless the contrary is proved.
- 10 This Agreement shall not constitute a novation of any previous Agreement and insofar as the provision herein may be inconsistent with any provisions contained in any document previously executed by it, the provisions of this Agreement shall prevail.
- 11 No waiver by the Seller of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision or part thereof is held by any competent authority to be invalid then only such provision or part thereof as is held to be invalid shall fall away and the other provisions of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 12 The Seller shall have no Liability to the Purchaser for any delay and/or non- performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 13 The Purchaser and Surety/ies hereto warrant that the information provided is true and correct and undertake to notify the Seller in writing by prepaid registered post, of any change of details furnished on the credit application form relating to the Purchaser, its ownership, any change in share holding or membership and/or Directors/Members/Partners, within 48 (FORTY EIGHT) hours of such change. Such change or failure to give notice of the change shall in no way derogate from the Purchaser's liability/obligation to the Seller hereunder.
- 14 The Purchaser agrees that no alteration, amendment, modification, variation or addition hereto shall be binding upon the Seller unless the same be reduced to writing and signed by the Seller. Furthermore, no extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or deemed to be waiver by the Seller of any of its rights under this Agreement, or a novation of any of the terms and conditions of this Agreement.

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- 15 The Purchaser and Surety(ies) hereto nominate the physical address recorded in Section 1 of the Application for Credit Form as their *domicilium citandi et executandi* address for service upon them of all legal processes and notices.
- 16 This Contract is governed by and interpreted in accordance with the laws of South Africa.

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