 <p style="text-align: center;"><b>BAMBALELA BOLTS</b></p>	<p style="text-align: center;"><b>Standard Terms and Conditions for the supply of goods</b></p>	<p>QMS Ref: BBCD03 Rev.1 Page: 1 of 8 Issue Date: 01/11/2015 Rev Date: 01/02/2016 Created By: QMR</p> <p>Approved: </p>
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## 1. INTERPRETATION

1.1 Unless the context requires otherwise, these terms will have the following meaning:

**BUYER** (Purchaser) – The individual or juristic person or entity that places an order on the seller which is accepted by the seller in terms of the clause 5 to 8 of this document.

**SELLER** (Company) – The seller or company shall be interpreted as Bambalela Bolts (Pty) Ltd.

**GOODS** (Products or Services) – Shall mean the materials, products and/or services, as agreed in terms of the contract, to be supplied to the buyer by the Company/Seller. Goods as described in section 1 of the Consumer Protection Act 68 of 2008.

**CONTRACT** (Agreement) – Shall be interpreted as any agreement, which is law abiding, between the Company and the Buyer for the sale and purchase of goods, incorporating these conditions (as stated herein). These include but are not limited to the purchase order agreements, technical specifications, concession agreements and applications as agreed to between parties in writing.

1.2 A reference to a particular law, is a reference to it, as it is in force, for the time being taking into account any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include words in the plural and words in the plural include words in the singular.

1.4 A reference to one gender includes, a reference to the other gender.

1.5 Clause headings do not affect the interpretation of those clauses.

## 2. APPLICATION OF TERMS

2.1 Subject to any variation under clause 2.3 the Contract, shall be on these conditions to exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other documentation).

2.2 No terms and conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other documentation shall form part of the Contract simply as a result of such document being referred to in the contract.

2.3 Any variation to these conditions and/or special terms and conditions agreed to between the parties and/or any representations about the goods shall have no effect unless expressly agreed in writing and signed by an authorized representative of the Company.

2.4 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or is not signed by an authorized representative of the Company.

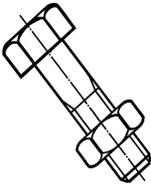
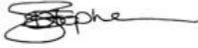
2.5 Each order or acceptance of a quotation for goods by the buyer from the Company shall be deemed to be an offer by the Buyer to buy the goods subject to these conditions as set out in the Contract. The "purchase order number" will be deemed as an acceptance of this process, and the terms and conditions thereof either verbally or in writing.

2.6 The Buyer shall ensure that the application requirements and specifications are correct and complete and accurate.

2.7 Any quotation is given on the basis that no contract shall come into existence until the Company dispatches an acknowledgement of the order to the Buyer.

2.8 Any quotations issued by the Company are valid for 7 days only, unless otherwise stated in the quotation, and signed by an authorized representative of the Company.

2.9 Should the seller so require, the purchaser unreservedly undertakes to provide all required information to the Credit Guarantee Insurance Company to facilitate a debtors insurance policy in favour of the seller.

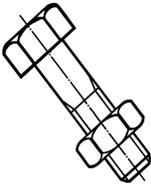
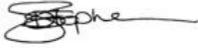
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### 3. DESCRIPTION

- 3.1 The product specifications, material, coatings, dimensions and quantities, as well as the lead times, on offer by the Company will be set out in an official quotation or acknowledgement of order (Sales Order Confirmation).
- 3.2 Except where indicated otherwise, all samples, drawings, descriptive matter and advertising, issued by the Company. Any description or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them ("examples").
- 3.3 The examples described herein shall not form part of the Contract. The sales effected by the Company are not sales by sample. The Company will not be held liable for any inaccuracies described / featured in the examples.
- 3.4 All examples referred to in clause 3.2 (including any concerning specially manufactured products) are the property of the Company. The Company shall retain all rights to the copyright therein, unless otherwise agreed to in writing by an authorized representative of the Company.

### 4. DELIVERY

- 4.1 Unless otherwise agreed to in writing, by an authorized representative of the Company, the delivery of the goods shall take place at the Company's place of business.
- 4.2 The date of delivery will be agreed upon between the Seller and the Buyer. If no such date has been specified, delivery shall take place within a reasonable time from the date of transaction or agreement, in accordance with the scheduled delivery schedule of the Company.
- 4.3 The time of the delivery will take place during standard business hours of the Company. Any after-hour deliveries or breakdowns will be charged accordingly.
- 4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Goods. When such a delay is as a result of the conduct of the Buyer or as a result of the Buyer terminating or rescinding the contract.
- 4.5 If for any reason the Buyer fails to accept delivery of any of the goods when they are ready for collection / delivery, or the Company is unable to deliver the goods on time because the Buyer has not provided appropriate instructions, documentation or authorisations.
  - 4.5.1 The Goods shall have deemed to be delivered;
  - 4.5.2 Any and all risk in the goods shall pass to the Buyer;
  - 4.5.3 The Company may store the goods until delivery takes place, whereupon the Buyer shall be liable for all related costs and expenses relating to the storage, maintenance, insurance and transportation of the Goods.
  - 4.5.4 If the goods have been correctly supplied and delivered to the buyer, whom for whatever reason has delayed the acceptance of the delivery, resulting in a double delivery being made we will charge for the extra transportation accordingly.
- 4.6 Depending on the delivery point, the Buyer shall provide, at their own expense, adequate and appropriate equipment and manual labour for unloading or loading of the Goods.
- 4.7 The Company and the Buyer may agree that delivery may take place in separate instalments (call off order; part shipment). Each separate delivery shall be invoiced and paid for in accordance with the provisions of the Contract, under the same terms and conditions. Should part delivery not be acceptable, the buyer is required to issue this instruction to the seller or vice versa.
- 4.8 Each instalment shall be a separate Contract. No cancellation or termination of any contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.9 If the Goods are not in accordance with the Contract and the Buyer intends to reject the goods after delivery. The Buyer may do so within 48 hours after the delivery. After the 48hour period has lapsed the goods shall be deemed to have been accepted by the Buyer.
- 4.10 The risk in and to the goods shall pass to the purchaser upon delivery, and claims for non-delivery, and shortages of the goods shall be made in writing by the Buyer.

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4.11 The signature of the employee of the purchaser on any official delivery note, invoice or waybill of the seller or a similar paper of any authorized independent carrier of the seller/purchaser shall constitute good and sufficient proof of the delivery of goods to the purchaser.

**5. MANUFACTURED GOODS, FABRICATION AND NON-STANDARD ITEMS (Including but not limited to IMPORTS)**

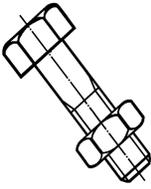
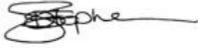
- 5.1 Fabricated, manufactured items and Non-Standard items – If the process has started the order cannot be cancelled.
- 5.2 Cancellation of orders before the manufacturing, fabrication, cutting, plating, or threading process has begun will result in a handling fee being charged. Minimum of R 57.50 (VAT Inclusive and 20% of value of the order if it is over R 500.00).
- 5.3 We do not accept any returns on fabricated, machined or Non-Standard items.
- 5.4 Fabricated, manufactured items and Non-Standard items, require a 50% deposit on the items when the order is placed and the balance due prior to collection / delivery. This is under the sole discretion of Management.
- 5.5 Specially Imported goods or components, the contract price will be based on the rates of exchange, freight, insurance premiums, clearing charges, landing charges, port duties, and railage at the date of agreement. Should these rates vary between the date of the agreement and the date, upon which the charges are actually incurred by the seller, the prices shall be adjusted by the amount of the increases or decreases in such charges or rates as finally determined by the sellers auditors in the event of a dispute.
- 5.6 Speciality Imported goods or components will not accepted for credit.
- 5.7 Unless otherwise specified, the agreement, delivery shall be "ex-works" and the contract price excludes packaging, freight and insurance to the Buyers premises.
- 5.8 The risk in and to the goods shall pass to the purchaser on the delivery and claims for non-delivery, or shortages must be done as per the returns or shortages process within 48 hours, failing which seller shall be excused from all liability in respect of such claims.
- 5.9 The seller accepts no liability and is excused from liability for goods, which have been subject to any process after delivery to the purchaser.

**6. CREDIT PROCESS AND APPLICATIONS**

- 6.1 The Purchaser has to send through an application for credit / returns on the website, [www.bambalela.co.za](http://www.bambalela.co.za) or to [accounts@bambalela.co.za](mailto:accounts@bambalela.co.za). A returns number will be issued to the purchaser via email, each email will contain a unique tracking number which must be used when returning the goods or requesting credit.  
  
Goods returned without the prior written approval of the Company will be rejected or accepted at the sole discretion of the company. These goods may be returned to the Buyer and/or stored at the Buyers sole expense.
- 6.2 Shortages must be logged within 24Hrs of the delivery. Failure will result in no liability on the part of the supplier.
- 6.3 Stock which has been supplied incorrectly notification must be made within 24Hrs via the returns portal.
- 6.4 If the Company agrees to accept any goods for return, ordered in error on the part of the buyer. The purchaser will be liable to pay any additional costs or expenses, including but not limited to; a handling fee charged at 25% of the invoice price; transportation and any expenses incurred in respect of the original shipping cartons or packaging so as to ensure the goods may be in a condition suitable to resell.
- 6.5 No goods will be considered for return if more than 7 days have lapsed. Consideration, for returns will be at the sole discretion of the Company.
- 6.6 Should the Company agree to accept the return, the client will receive a credit on the account or a voucher will be issued, no monetary amounts will be paid over.

**7. LIMITATION OF LIABILITY**

- 7.1 The seller shall under no circumstances (even if negligence or gross negligence is proven) become liable to the purchaser for any damages or losses sustained by the purchaser of whatsoever nature and kind, whether direct or indirect, consequential, especial or otherwise which are alleged to have been sustained by the purchaser as a result of but not limited to matters described in clauses below;

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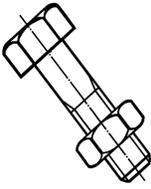
- 7.1.1.1 Any delay or failure in the manufacture or delivery of the goods and/or defective or incorrect materials workmanship, design or specification.
- 7.1.1.2 In the event that the purchaser uses the goods in any manner not approved by the manufacturer of the goods or the seller, which must be obtained in writing.

Without prejudice to the provisions of the clauses stated in this document, the sellers liability on account of defective materials, workmanship, design or specification, shall be limited exclusively to the repair or replacement thereof at the sellers sole discretion. The seller shall nevertheless be excused from all liability unless it has been notified of such defect in writing 7 days after the date of the goods, whether defects be patent or latent.

- 7.2 The purchaser hereby renounces the benefits of any rights not expressly referred to in these general conditions or not expressly agreed in writing and to which may entitled, or which may acquire in terms of the Credit Act No.34 of 2005, as amended, the Moratorium Act No.25 of 1963 or any other similar rights under any other statute.
- 7.3 The purchaser shall indemnify and hold harmless the seller against all claims and expenses of whatsoever nature and description arising from the alleged or actual infringement of all letter patent, Trade Marks, Designs or copyright.
- 7.4 The seller warrants, however, that any designs specified shall not infringe any such Letters patent, Trade Marks, designs, or copyright.
- 7.5 The purchaser shall keep confidential and shall not use for any purpose other than the contract itself, all drawings and designs supplied by the seller in terms of the contract, and the purchaser shall indemnify the seller against any loss suffered by the seller in terms as a result of the breach of this clause.
- 7.6 Should either party be in breach of any material obligations imposed in the contract, the non-defaulting party shall forthwith be entitled to cancel the contract, without prejudice to such other rights as such non-defaulting party may have in terms of this agreement or at law.

**8. RISK OR TITLE**

- 8.1 Risk transfer to the Buyer upon delivery of the Goods to the Buyer or in the event of the buyer defaulting on delivery, for any reason including but not limited to circumstances mentioned these terms and conditions.
- 8.2 Ownership of the Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) all sums due to it respect of:
  - 8.2.1.1 The Goods;
  - 8.2.1.2 All other sums which are or which become due to the Company from the Buyer on any account;
  - 8.2.1.3 Until ownership of the goods has passed to the Buyer, the buyer shall;
- 8.3 Until the ownership of the Goods has passed to the buyer, the buyer shall:
  - 8.3.1.1 Hold the Goods on a fiduciary basis as on behalf of the Company.
  - 8.3.1.2 Store the Goods (at the buyers own expense) in such a way that the Goods will be separate from any goods of the buyer or a third party and readily identifiable as the Company's property.
  - 8.3.1.3 Not destroy, deface or obscure any identifying mark or packaging on or relating to the goods
  - 8.3.1.4 Maintain the goods in a satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. The buyer shall keep the policy of the insurance and be able to produce such a copy to the Company on demand.
  - 8.3.1.5 If the goods to which the Company holds ownership are not held as being separately identifiable from other goods belonging to the buyer or a third party, and those Goods are then incorporated as part of the Company's goods or vice versa, then the Company shall be entitled to sell those goods as incorporated and keep a portion of the proceeds of the sale which is equal versa, then the Company shall be entitled to sell those goods as incorporated and keep a portion of the proceeds of the sale which is equal to and does not exceed the amount outstanding for the Goods before incorporation.
  - 8.3.1.6 The buyer may resell the Goods before ownership has passed to it solely on the following conditions:
    - 8.3.1.6.1 Any sale shall be effected in the ordinary course of the Buyers business;
    - 8.3.1.6.2 The sale shall be effected at the full market value; and

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8.3.1.6.3 Such sale shall be a sale of the Company's property on the Buyers own behalf and the buyer shall deal as principle when making the sale.

8.3.1.7 The Buyers right to possession of the Goods shall terminate immediately if the buyer:

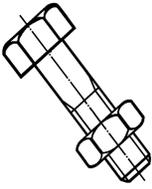
8.3.1.7.1 Commits an act of the insolvency as contained in section 8 of the Insolvency Act 24 of 1936;

**9. PRICE**

- 9.1 The price for the Goods will be stated in a quotation given to the Buyer from the Company. If no such quotation is given in writing, the price of the goods shall be the price as set out in the Company's price list published on the date of delivery or deemed delivered.
- 9.2 The price for the Goods shall be exclusive of any value added tax and all additional costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts are payable by the buyer at the same time the price for the Goods so delivered becomes payable.
- 9.3 All prices are subject to change without notice.
- 9.4 The Company reserves the right, by giving to the Buyer at least 7 days' notice, before delivery to increase the price of the Goods in order to reflect any increase in the cost to the Company which is due. This increase will be due to factors including but not limited to; factors occurring after the making of the Contract which are beyond the reasonable control of the Company, in order to reflect any increase in the cost to the Company which is due. This increase may be due to factors including but not limited to factors arising after conclusion of the contact which are beyond the reasonable control of the Company, foreign exchange fluctuations, taxes, duties and the cost of labour, materials and other manufacturing costs.

**10. PAYMENT**

- 10.1 Subject to clause 10.4, payment of the price for the Goods is to be made in South African Rand (ZAR).
- 10.2 Dependant on the buyer's agreed terms with the Company will dictate payment terms;
  - 10.2.1 The Company will run credit checks with an approved body. If credit facilities are offered the terms are strictly 30 Days from Statement date.
  - 10.2.2 Company policy dictates that no settlement discounts will be offered. However this is at the sole discretion of Management.
  - 10.2.3 The Company reserves the right to withdraw any facilities or discounts offered. Written notice with immediate effect will be given.
  - 10.2.4 The Company will not release any C.O.D (Cash on delivery) orders until the funds have been cleared into the account.
  - 10.2.5 All walk-in clients are to pay with CASH, via Debit or Credit Card.
- 10.3 Should the buyer not make payment to the seller timeously or as per the agreed payment deadlines, the seller reserves the right to charge interest on the account at a rate of prime interest rate plus 3% per annum.
- 10.4 Payments made will be allocated from the oldest to the newest Invoice according to date. Unless remittance advises are submitted to the accounts department with the payment. [accounts@bambalela.co.za](mailto:accounts@bambalela.co.za).
- 10.5 No payment shall be deemed to have been received until the Company has received cleared funds into its banking account.
- 10.6 All payments payable to the Company under the contract shall become due immediately on the termination of such a contract despite any other provisions contained herein.
- 10.7 Should the buyer fail to make payments timeously, the Company has the right to:
  - 10.7.1 Withhold delivery of the goods until payment is made in full; or
  - 10.7.2 If the Buyer has withheld payment for the Goods for more than 60 days, and the goods have not yet been delivered to the buyer, for whatsoever reason, the Company will be entitled to cancel the contract by written notice to the Buyer;

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- 10.7.3 If the Buyer has withheld payment for the Goods for more than 60 days, and the goods have already been delivered to the buyer, the Company will be entitled to cancel the contract and the Buyer shall return the Goods in the state in which they were delivered to the Buyer and the Buyer will be liable for the costs of the return or sell the Goods on behalf of the Company and hand over to the Company the proceeds of any such sale.

## 11. QUALITY

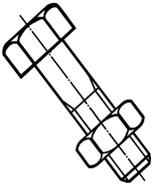
- 11.1 Where the Company is not the manufacturer of the goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 11.2 The Company shall not be liable for a breach of the warranty unless:
- 11.2.1 The Buyer gives written notice of the defect to the Company within 48hrs;
- 11.2.2 If the defect is as a result of damage in the transit to the buyer or carrier, within 48hrs of the time when the Buyer has accepted the delivery.
- 11.2.3 The Company is given a reasonable opportunity after receiving such notification to examine the goods.
- 11.3 The Company shall not be liable for a breach of the warranty in condition 11.2 if;
- 11.3.1 The Buyer makes any further use of the goods after giving such notice; or .
- 11.3.2 The defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practise.
- 11.3.3 The Buyer alters or repairs such goods without the written consent of the Company.
- 11.4 Subject to clause 11. 1 – 11.3, if any of the Goods do not conform with the warranty as stipulated herein, the Company shall at its sole discretion repair or replace such goods or refund the price of the goods. If the Company so requests, the Buyer shall, at the Company's expense return the Goods to the Company.
- 11.5 Should the Buyer require any technical advice or assistance these requirements must be made to the Company in writing when the order is placed.
- 11.6 The Company reserves the right to change the technical data and/or specifications of the Goods either to comply with any applicable safety or statutory requirements or which do not materially affect the quality or performance of the goods.

## 12. FORCE MAJEURE

- 12.1 The Company reserves the right to:
- 12.1.1 Defer the date of delivery; or
- 12.1.2 Cancel the Contract; or
- 12.1.3 Reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company.
- 12.1.4 Circumstances beyond the reasonable control of the Company included but are not limited to: acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosions, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that,
- 12.1.5 If the event in question continues for a continuous period in excess of 90 days, the Buyers shall be entitled to give notice in writing to the Company to terminate the Contract.

## 13. DISCLOSURE OF INFORMATION

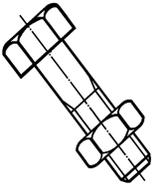
- 13.1 The Buyer consents that the Company may, to the extent permitted by law, receive or disclose your personal information, documentation, detailed call records, credit profile information and/or any other credit information from or to –

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- 13.1.1 Any credit providers, credit bureau or credit reporting agencies;
- 13.1.2 Any law enforcement agencies that require the information for the prevention or investigation of criminal activities;
- 13.1.3 Any of the Company's, related entities, suppliers, agents, professional advisors for marketing purposes, subject to the Buyers right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act,2008.
- 13.1.4 Despite any part of these conditions for any lawful purpose including but not limited to tracing and/or collection purposes.

**14. GENERAL**

- 14.1 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.
- 14.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its right under the contract.
- 14.3 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.
- 14.4 The parties to the Contract, do not intend that any term of the Contract shall be enforceable by or against any person that is not a party to it.
- 14.5 The Contract and any dispute or claim arising out in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of South Africa, and the parties submit to the exclusive jurisdiction of South African courts.
- 14.6 No representative or person is authorized to assume for BAMBALELA BOLTS (Pty) Ltd any other liability in connection with the sale of the Goods or at all.
- 14.7 Acceptance of these terms and conditions shall be deemed to have taken place in the event that the Buyer places an order for goods with the Company.
- 14.8 The Company reserves the right in its sole discretion to vary these terms & conditions.
- 14.9 Nothing contained in these Terms and Conditions is intended to prevent the Buyer from exercising any rights the Buyer may have under the Consumer Protection Act 2008.
- 14.10 These terms and conditions constitute the whole agreement between the parties and no representation or warranties, other than those set out herein, shall be binding on the parties unless varied in accordance in terms of the clause below.
  - 14.10.1 Save as otherwise expressly provided, no addition to, variation, consensual cancellation or novation (meaning the act of either party replacing an obligation to perform with a new obligation, or replacing a party to an agreement with a new party) of this agreement and no waiver of any right arising out of these terms and conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by a duly authorized representative of both parties.
- 14.11 In the event of a dispute the parties consent to the jurisdiction of the Magistrates Court notwithstanding the fact that the Magistrates Court may not have such jurisdiction.
- 14.12 The purchaser chooses as its domicilium citandi et executandi for all purposes, the delivery or street address of the purchaser reflected on the face hereof.
- 14.13 A certificate issued under the hand of any director or manager of the seller reflecting the amount due by the purchaser to the seller at any given time, shall be prima facie evidence and proof of the amount due by the purchaser to the seller and such certificate shall be sufficient for the purposes of summary judgement, provisional sentence or any other legal proceedings.
- 14.14 In the event of action being instituted by the seller against the purchaser, the purchaser agrees to pay the legal costs occasioned thereby on an attorney and own client scale including collection commission payable in terms of law.
- 14.15 Upon signature hereof, the purchaser accepts the conditions of the agreement. However, these terms and conditions are the conditions of sale of the company and the buyers signature is not required, it will be deemed accepted should the buyer request a quotation, place an order or conclude a sale.
- 14.16 All rights reserved by Bambalela Bolts (Pty) Ltd.

 <p><b>BAMBALELA</b> <b>BOLTS</b></p>	<p><b>Standard Terms and Conditions for the supply of goods</b></p>	<p>QMS Ref: BBCD03 Rev.1 Page: 8 of 8 Issue Date: 01/11/2015 Rev Date: 01/02/2016 Created By: QMR</p> <p>Approved: </p>
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.....  
Signature of responsible officer who warrants his authority to sign this application  
on behalf of the applicant and agrees to the standard terms of agreement set out herein

.....  
Date

.....  
Name of signatory

.....  
Capacity