

TERMS OF BUSINESS – WIELAND S.A (PTY) LTD Reg No. 1974/02452/07

1. OWNERSHIP & Risk

Ownership of goods will not pass to the Purchaser until the Seller has received full payment thereof. Risk shall nevertheless pass to the Purchaser when the material is received.

2. VAT

Prices quoted are excluding VAT.

3. DELIVERY

Deliveries are scheduled in good faith and late deliveries however caused, shall not give rise to any claim for damages, consequential loss from any cause or any other expense.

4. FORCE MAJEURE

All quotations submitted or orders accepted are subject to the conditions that the Seller will be in no way responsible for any losses, damages or delays arising from acts of God or activities of enemies of the State, strikes, lockouts, transport delays, accidents, or any event beyond the control of the Seller. Including declaration of Force Majeure by any of our suppliers.

5. ORDER CONFIRMATION

The Sellers order confirmation shall constitute the whole essence of the contract and the Seller will assume full acceptance by the Purchaser (unless notified in writing to the contrary within forty eight hours from the date of acceptance of the order confirmation)

6. CANCELLATIONS OR MODIFICATIONS

The order may not be cancelled or modified by the Purchaser unless specifically agreed to by the Seller in writing.

7. DELIVERED QUANTITY

7.1 FLAT ROLLED PRODUCTS (FOIL/STRIP IN COIL)

The Seller reserves the right to over or under deliver, unless otherwise specified, against the ordered quantity by the following amounts:

Quantity per item Ordered	Variation Allowed
Under 300kg	+/- 30%
301kg-500kg	+/-15%
Above 500kg	+/-10%

Over or under deliveries will be charged Pro Rata

Assized mass meters will be used by the Seller. Claims on mass discrepancies of within 1% of total mass per item will not be considered .

7.2 TUBING

Exact quantities per order will be supplied.

8. COMPLAINTS AND CLAIMS

Any complaint due to defective material or any other non-delivery must be made within the following Periods from date of despatch /delivery:

Goods sent by rail.....2 weeks

Goods sent by road.....2 days

Claims in respect of shortages outside 1% to mass tolerance, or damage in transit will only be considered by the Seller if he is advised in writing of the discrepancy within 48 hours after receipt of the material by the Purchaser, this shall be retained for inspection by the Seller. The mass established by the Seller on a assized Mass meter shall prevail. Claims in respect of defective materials shall be advised to the Seller, in writing within 7 days of the receipt of the material by the Purchaser. Calibration certificates issued within a period of 3 months from delivery must be presented by the purchaser before any claims will be considered for review.

9. DEFECTIVE MATERIAL

Material supplied by the Seller which is defective in terms of the order placed by the purchaser will be replaced as originally ordered, but shall not form party to any other claim whatsoever. Material may not be returned without the Sellers prior agreement and then only if it is in its original packaging..

10. TERMS OF PAYMENT

Terms of payment are 30 days unless otherwise confirmed on our order acknowledgement .Due payments must be received by the last day of the month unless otherwise specified. **Interest will be charged at Wieland's discretion on overdue accounts** at the ruling prime overdraft rate.

All legal and collection fees, for the collection of outstanding debts, will be for the Purchasers account.

11. Contract¹

Any contract shall be interpreted and constructed in accordance with the Laws of the Republic of South Africa.

Accepted