

# Standard Terms and Conditions of Sale

1. **In this document, unless inconsistent with or otherwise indicated by the context:**
  - 1.1 "the contract" means the conditions of sale as read with the details of the pertinent invoice or quotation;
  - 1.2 "the goods" means the goods described on the pertinent invoice;
  - 1.3 "the purchaser" means the person or entity to whom the goods were invoiced;
  - 1.4 "CENTURION" means Centurion Systems (Pty) Ltd;
  - 1.5 The purchaser appoints the address as set out on the face as his domicile of summons and execution, for purposes of sending all notices and for all other purposes incidental to and relating to contract.
2. **Acceptance of order**

The purchaser understands that he has a responsibility to determine whether the goods ordered are suitable for the purpose for which he intends using them. All products are sold in accordance with the manufacturer's specification subject to any qualification or representation contained in the brochures, advertisements and other documentation. Any terms and conditions on a purchaser's order at variance with the terms and conditions stated herein or in any such brochures, advertisements and other documentation are binding on CENTURION only if specifically accepted by CENTURION in writing.
3. **Ownership**

Ownership of the goods will not pass to the purchaser until CENTURION has received payment in full.
4. **Risk**

When goods have been collected by or on behalf of the purchaser from CENTURION's workshop, the goods shall be at the risk of the purchaser who shall bear the risk for the goods and shall be responsible for loss of or damage thereto as from the time of collection. When goods have been delivered to the purchaser by or on behalf of CENTURION, the goods shall be at the risk of the purchaser who shall bear the risk for the goods and shall be responsible for loss of or damage thereto as from the time of delivery thereof. When goods are delivered to an agent or carrier that has been nominated by the purchaser, the goods shall be at the risk of the purchaser who shall bear the risk for the goods and shall be responsible for loss of or damage thereto as from the time of delivery of the goods to the agent or carrier.
5. **Insurance**

The purchaser should make sure that the purchaser is adequately insured against any damage or loss which may occur to those goods after the goods have been collected by or on behalf of, delivered to the purchaser, or delivered to an agent or carrier nominated by the purchaser.
6. **Payment**

Electronic Funds Transfer (EFT), cash or bank guaranteed cheque prior to or on collection of goods, unless otherwise agreed to in writing. In the event of default of payment, for whatsoever reason, all overdue items will bear interest at the rate of 2% above the prime overdraft rate charged by CENTURION's principal bankers from time to time with such interest calculated monthly and compounded.
7. **Warranty**

The goods supplied by CENTURION shall be subject to the provisions of Sections 55 to 57 of the Consumer Protection Act except where the provisions of the warranty contained in the CENTURION product documentation are more favourable to the purchaser. Subject to the warranty contained in the CENTURION product documentation, if applicable, CENTURION products are warranted for a period of twenty-four months after delivery. However, it is expressly noted that batteries carry a six month warranty due to the nature of these products being such that they are subject to possible misuse. Repairs to goods within the normal two years warranty period are warranted for the unexpired portion of the original product warranty, otherwise a three month warranty from the date of repairs. For equipment not of CENTURION's manufacture the warranty as supplied by the original manufacturer will apply if such warranty is more favourable to the purchaser than the relevant provisions of the Consumer Protection Act. Such warranty is valid only once full payment has been received for such goods. Any warranty may be voidable on any equipment which:

  - i) Has not been installed in accordance with the installation instructions provided.
  - ii) Has been subject to misuse or which has been used for any purpose other than that designed for by the manufacturers.
  - iii) Has damage caused as a result of handling during transit, atmospheric conditions (including lightning), corrosion of metal parts, insect infestation, power surges or other forces outside of the control of CENTURION.
  - iv) Has been repaired by any workshop and / or person NOT previously authorised by CENTURION.
  - v) Has been repaired with components not previously tested, passed or authorised by CENTURION.

We will not be liable under this contract for any loss or damage caused by us or our employees or agents in circumstances where:

  - i) There has been a failure to install the product in accordance with the installation instructions provided by Centurion Systems, or
  - ii) a failure to abide by the safety instructions provided by Centurion Systems, or
  - iii) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents
  - iv) such loss or damage is not a reasonably foreseeable result of any such breach, and
  - v) any increase in loss or damage resulting from breach by you of any term of this contract.
8. **Dispute**

Should a dispute of a purely technical engineering nature arise, either the purchaser or CENTURION shall have the right, by mutual consent, to refer the matter to arbitration by an engineer appointed by the President of the Steel and Engineering Industries Federation of South Africa whose decision shall be final. The arbitration shall be conducted in accordance with the Arbitration Act of South Africa (as amended).
9. **Return of goods**

Return of goods for credit is at all times subject to CENTURION's prior consent and is in any event conditional upon all return transportation costs being for the account of the purchaser. A 15% handling charge may, at CENTURION's discretion, be levied upon any or all items accepted for return. Claims for return of goods will be considered if the goods are returned in a saleable condition within seven days of date of delivery.
10. **Jurisdiction of the magistrates court**

CENTURION shall be entitled at its option to institute any legal proceedings which might arise out of, or in connection with, these terms of sale and conditions of contract in any magistrates court in South Africa, having jurisdiction in respect of the purchaser notwithstanding that the claim, or the value of the matter in dispute, might exceed the jurisdiction of such magistrates court in respect of the causes of action.
11. **Delivery**

Delivery dates are given in all good faith and every effort will be made to adhere to or improve upon these. CENTURION cannot accept any penalties for delivery delays due to circumstances beyond its control, nor cancellation of an order without levying a cancellation charge.
12. **Validity** All quotations are valid for acceptance for thirty days unless otherwise stated.
13. **Cancellation of orders**

If CENTURION cancels the contract, it must pay the consumer any losses or costs the consumer suffers because of the cancellation. Unless otherwise required or authorised by law, the purchaser cannot cancel an order without CENTURION's consent unless the purchaser pays any losses and costs CENTURION suffers because of the cancellation. If such consent is given CENTURION shall be entitled to make as a condition of such consent, a cancellation charge that must be fair and reasonable.
14. **Importation of goods** Where items are offered ex import the contract is subject to the availability of import licence.
15. **Price variations**

From time to time we may be forced to adjust our pricing. At the time of invoice the ruling price will apply, however if our prices change during a period of time in which a written quotation is valid, we will honour the price reflected on the quotation for that respective customer. Our quotations are valid for one month unless otherwise indicated on the quotation. Prices for items to be exported are subject to variation in exchange rates.
16. **Value Added Tax**

Value Added Tax where included, is subject to any variation in rate that may be promulgated between date of quotation and date of invoice.
17. **Damage**

CENTURION is not liable except in the cases and to the extent required by the Consumer Protection Act.
18. **Transport**

All transport costs are to be borne by the purchaser. For transport of goods in and around South Africa, unless CENTURION receives written authorisation from the purchaser, goods will be sent by economy road freight.
19. **Breach of contract**
  - 19.1 Should the purchaser breach the contract, all costs and disbursements, including legal costs on the attorney and own client scale, incurred by CENTURION in recovering possession of the goods, or reasonably incurred in tracing the purchaser and/or locality of the goods, or collection commission, storage charges, costs of valuation of the goods, selling commission, dismantling and removal charges, and all other fees and charges of alike nature, shall be borne by the purchaser.
  - 19.2 Should CENTURION breach the contract, all costs and disbursements, including legal costs on the attorney and own client scale, incurred by the purchaser in recovering possession of the goods, or reasonably incurred in tracing CENTURION and/or locality of the goods, or collection commission, storage charges, costs of valuation of the goods, selling commission, dismantling and removal charges, and all other fees and charges of alike nature, shall be borne by CENTURION.
  - 19.3 The purchaser shall not have any claim of any nature whatsoever against CENTURION for any failure by CENTURION to carry out any of its obligations under the contract through vis major.
  - 19.4 CENTURION shall be entitled to cancel the contract forthwith or delay delivery, or effect part delivery, if it is prevented from or hindered in delivery of the goods through vis major.
  - 19.5 For the purposes of 19.3 and 19.4 above vis major shall include, without being limited to, strikes, accidents, shortage or unavailability of labour, any default of supplies or manufacturers or their refusal to supply goods to CENTURION, war, riots, political or civil disturbances, the elements, any act of state or government or any authority, or any cause beyond CENTURION'S reasonable control.
20. **Interpretation**

In the event of conflict between the terms and conditions on the credit application of the purchaser and these terms and conditions, the terms and conditions of the credit application will prevail.