

# 1. STANDARD TERMS AND CONDITIONS OF SALE

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## 5.1. 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 Systems only if specifically accepted by Centurion Systems in writing.

## 5.2. Ownership

Ownership of the goods will not pass to the purchaser until Centurion Systems has received payment in full.

## 5.3. Risk

When goods have been collected by or on behalf of the purchaser from Centurion Systems' place of business, 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 Systems, 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.

## 5.4. Insurance

The purchaser should ensure that they are 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.

## 5.5. Payment

Electronic Funds Transfer (EFT), cash, credit-card or debit-card are accepted methods of payment, unless otherwise agreed to in writing. If payment is being made using cash, Centurion Systems reserves the right to charge a fee to cover the risk of handling the cash as well as the bank charges it incurs to deposit the cash. 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 Systems's principal bankers from time to time with such interest calculated monthly and compounded.

## 5.6. Warranty if applicable

The goods supplied by Centurion Systems shall be subject to the provisions of Sections 55 to 57 of the Consumer Protection Act (68/2008) except where the provisions of the warranty contained in the Centurion Systems product documentation are more favourable to the purchaser. Subject to the warranty contained in the Centurion Systems product documentation, if applicable, Centurion Systems 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 24 months 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 Systems' 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 (68/2008). Such warranty is valid only once full payment has been received for such goods. Any warranty may be voidable on any equipment which:

- Has not been installed in accordance with the installation instructions provided
- Has been subject to misuse or which has been used for any purpose other than that designed for by the manufacturers
- 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 Systems
- Has been repaired by any workshop and / or person NOT previously authorised by Centurion Systems
- Has been repaired with components not previously tested, passed or authorised by Centurion Systems

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

- There has been a failure to install the product in accordance with the installation instructions provided by Centurion Systems, or
- Failure to abide by the safety instructions provided by Centurion Systems, or
- There is no breach of a legal duty of care owed to you by us or by any of our employees or agents
- Such loss or damage is not a reasonably foreseeable result of any such breach, and
- Any increase in loss or damage resulting from breach by you of any term of this contract

## 5.7. Dispute

Should a dispute of a purely technical engineering nature arise, either the purchaser or Centurion Systems 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).

## **5.8. Jurisdiction of the magistrate's court**

Centurion Systems 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 magistrate's 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 magistrate's court in respect of the causes of action.

## **5.10. Delivery**

Delivery dates are all given in good faith and every effort will be made to adhere to or improve upon these. Centurion Systems cannot accept any penalties for delivery delays due to circumstances beyond its control, nor cancellation of an order without levying a cancellation charge.

## **5.11. Cancellation of orders**

If Centurion Systems 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 Systems' consent unless the purchaser pays any losses and costs Centurion Systems suffers because of the cancellation. If such consent is given Centurion Systems shall be entitled to make as a condition of such consent, a cancellation charge that must be fair and reasonable.

## **5.12. Importation of goods**

Where items are offered ex-import the contract is subject to the availability of an import licence .

## **5.13. 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.

## **5.14. Damage**

Centurion Systems is not liable except in the cases and to the extent required by the Consumer Protection Act (68/2008).

## **5.15. Transport**

All transport costs are to be borne by the purchaser. For transport of goods in and around South Africa, unless Centurion Systems receives written authorisation from the purchaser, goods will be sent by economy road freight.

## 5.16. Breach of contract

- a) Should the purchaser breach the contract, all costs and disbursements, including legal costs ~~the~~ attorney and own client scale, incurred by Centurion Systems 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.
- b) Should Centurion Systems breach the contract, all costs and disbursements, including legal costs on the attorney and own client scale, incurred by the purchaser in recovering ~~it~~ of the goods, or reasonably incurred in tracing Centurion Systems 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 Systems.
- c) The purchaser shall not have any claim of any nature whatsoever against Centurion ~~for~~ any failure by Centurion Systems to carry out any of its obligations under the contract through vis major.
- d) Centurion Systems shall be entitled to cancel the contract forthwith or delay delivery, or ~~part~~ delivery, if it is prevented from or hindered in delivery of the goods through vis major.
- e) For the purposes of (a) and (b) above vis major shall include, without being limited to, ~~in~~ accidents, shortage or unavailability of labour, any default of supplies or manufacturers or their refusal to supply goods to Centurion Systems, war, riots, political or civil disturbances, ~~elements~~, any act of state or government or any authority, or any cause beyond Centurion Systems' reasonable control.

## 5.17. Interpretation

In the event of conflict between the Terms and Conditions on the credit application of the ~~it~~ and these Terms and Conditions, the Terms and Conditions of the credit application will prevail.

