

## 1. Definition

In the following general trading terms and conditions, "the company" shall refer to HYAIR and "the applicant" shall mean the entity purchasing the goods, being the goods subject to these general trading and conditions.

## 2. General terms and Conditions

The supply of goods by the company to the applicant shall be subject to these general trading terms and conditions. Any deviation from or inconsistency with the company's terms are expressly excluded and rejected by the company including any notation by the applicant or any document stating the transaction is made subject to the applicant's terms and condition of purchase.

## 3. Credit terms

Payment in full for goods purchased by the applicant under credit is to be made within 30 days from end of month on invoice. Should payment not be made according to these general trading terms and conditions the company may, at its discretion, withdraw credit facilities and supply. The company further reserves the right to charge interest on all overdue amounts at a rate of 2.0% per month or part thereof from the date of invoice of these amounts.

## 4. Retention of Title

Title to the goods supplied under this agreement shall not pass to the applicant until paid for in full. Until payment in full is received:

- a) Title to the goods remains with the Company however the risk shall pass to the applicant.
- b) The relationship between the company and the applicant shall be fiduciary and the applicant shall hold the goods as bailee for the company.
- c) The company reserves the right to, should any breach of the general trading terms and conditions occur, and without prior notice, enter the applicant's premises and re take possession of any goods sold by the company.
- d) These provisions apply not with standing any arrangement under which the Company provides credit to the applicant. To the extend there is any inconsistency, these provisions prevail.

## 5. Delivery

Whilst every effort is made to deliver the goods to the dates agreed to between the parties, such dates shall be deemed to be information purposes only and shall not form part of the terms and conditions of purchase. The applicant undertakes to accept the delivery of the goods by the requested date for delivery. In the event of delay in excess of 30 days of such dates, the Company shall be entitled to charge the applicant extra costs of storage of interest on the goods at the prevailing overdraft rates as supplied by the S.A. Reserve Bank.

## 6. Warranty

- a) The Company relies on warranty supplied by other manufacturers on products it distribute, and when not misused or if defects are found in its workmanship and/or materials, the Company will exchange or replace the defective goods within those warranty period, but not to exceed 12 months from the date of purchase. Our obligation under this warranty is limited to repairing or exchanging F.O.B. our retail outlet, the replacement of the goods or the supply of equivalent goods or the cost or repairs whichever is applicable.

- b) The Company assumes no responsibility for the cost of removal of the defective product, installation or service charges related thereto.
- c) The Company reserves the right to request the return of the defective product to establish the claim. The transportation to be prepaid by the applicant.
- d) Except as expressly provided herein, the Company shall not be liable to the applicant for any liability, (including liability in negligence) loss or damage of whatsoever nature, consequential or otherwise, howsoever suffered or incurred by the applicant, caused by or resulting directly or indirectly from the goods.

## 7. Claims

- a) Claims in respect of faulty goods must be made in writing to the company within 7 days of delivery. Any period in excess of this period will be reviewed at the Company's discretion. Any unauthorized return by the applicant will not be accepted as a valid claim unless agreed to with the Company.
- b) Non-faulty goods are not to be returned to the Company without prior approval. All such returns if acceptable by the Company will be given on the following conditions:
  - \* Freight and packaging are prepaid and a copy of the written approval is enclosed with the return.
  - \* The goods must be in res-saleable condition and be subject to approval by our QA process.
  - \* Credit will only be allowed on the original invoiced price (including taxes) less a restocking fee of 10% on the value.
  - \* Returns are not acceptable for specially procured equipment.

## 8. Set off

The applicant shall not be entitled to withhold or set off payment of any amount due to the Company whether in respect of any claim of the applicant in respect of faulty or defective goods of any reason which is contested or liability for which is not admitted by the Company.

## 9 Force Majeure

In the event of war, invasion, terrorism, act of foreign hostilities (whether war has been declared or not), civil war, rebellion, revolution or other such acts whether in this country or in the Company's overseas Supplier's countries, the Company will be relieved of liabilities from its obligation to fulfil an order if such obligations is prevented, frustrated or impeded as a consequent of any such event or by statute, rules, regulations, order or requisitions issued by any government department, council or tother duly constituted authority or from strikes, lockouts, breakdown of plant or any other clauses (whether or not of a like nature) beyond the Company's control.

## 10. Legal Constructions

This agreement shall be governed and interpreted according to the laws of South Africa and the parties agree to submit to the non-exclusive jurisdiction of the courts of South Africa.