

# GENERAL TERMS AND CONDITIONS OF SALE

1. The contract for the sale of the PRODUCTS shall be concluded upon receipt by CLIFFORD of this ORDER CONFIRMATION, duly signed by the BUYER. The contract documents shall comprise solely of this ORDER CONFIRMATION.
2. This ORDER CONFIRMATION shall be the sole record of the agreement between the parties and shall prevail over, cancel and supersede all other terms and conditions in relation to the PRODUCTS and the supply thereof whether such conditions are oral or implied or previously recorded. Any amendments to this ORDER CONFIRMATION will only be of full force and effect if reduced to writing and signed by both parties.
3. All prices may be increased by CLIFFORD to cover any tax, impost or charge which may be imposed or increased by any Governmental, Provincial, Municipal or any other authority upon the PRODUCTS sold, or upon the production, sale, distribution or delivery thereof or upon any other feature of this transaction which may arise after the acceptance of CLIFFORD's ORDER CONFIRMATION.
4. The currency and value of the order is noted on the price page and is:
  - a. exclusive of Value Added Tax, Sales Tax or other taxes which, where applicable, shall be paid by the BUYER
  - b. exclusive of Customs duties, freight charges, packing charges, and setting up and commissioning charges, unless otherwise agreed in the ORDER CONFIRMATION
5. Delivery dates contained in the order confirmation are estimates only and CLIFFORD shall not be liable for delays in delivery or for non-delivery, or any direct or consequential losses due to any delays.
6. CLIFFORD will not be liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster) or Force Majeure, such incidents including, but not limited to war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. In the event of CLIFFORD cancelling the contract as a result of an Act of God or Force Majeure, then its liability shall be limited to the return of any payments received by it from the BUYER including any non-refundable deposit as envisaged by clause 12 hereof. CLIFFORD shall incur no liability or penalties as a result of delaying the delivery of the PRODUCTS as a direct result of these occurrences. CLIFFORD shall be required to notify the BUYER of its decision to invoke this clause.
7. Ownership in the PRODUCTS shall remain vested in CLIFFORD until payment has been made in full.
8. In the event of non-payment of any portion of the contract price, CLIFFORD shall have the right to cancel the contract and take possession of the PRODUCTS without prejudice to any other rights which it may have in law.
9. Payment may not be withheld pending the settlement of any claim or dispute, nor shall the BUYER be entitled to deduct from or set-off against any amount owed to CLIFFORD any counterclaim which it alleges it has.
10. The BUYER shall pay interest at the rate of 2,0% per month on all amounts in respect of which payment is overdue, provided that if the computation of interest as aforesaid exceeds the maximum amount claimable under any law, then the interest rate payable by the BUYER shall be limited to the maximum amount chargeable in accordance with that law.
11. If CLIFFORD institutes legal proceedings for the recovery of any amount owed by the BUYER, the BUYER shall pay all legal costs thereby incurred on the attorney and own client scale, including collection commission.
12. CLIFFORD shall be entitled to require a deposit as detailed in the ORDER CONFIRMATION. This deposit is non-refundable and will be forfeited in the event of the BUYER :-
  - a. not taking delivery of the goods or
  - b. cancelling the supply as per the ORDER CONFIRMATION or
  - c. not making payment in terms of the order confirmation
13. CLIFFORD warrants to the BUYER that:
  - a. the PRODUCTS will conform to the order confirmation
- b. there is no encumbrance on any part of the PRODUCT or its components by any third party and ownership will pass to the BUYER on payment in terms of the ORDER CONFIRMATION
14. Clifford makes no other warranties, express or implied, arising by operation of law or otherwise including but without limitation:
  - a. any warranties of fitness or merchantability of the output from the PRODUCTS or any guarantees of performance of the PRODUCTS
  - b. any warranties of fitness or merchantability for the purpose for which the BUYER intends using the output of the PRODUCTS

15. If the PRODUCTS are proved not to conform with the ORDER CONFIRMATION, or if the PRODUCTS are incapable of being commissioned and operating in accordance with order confirmation, or if the PRODUCTS are destroyed or damaged beyond economic repair while on the premises of CLIFFORD, CLIFFORD may at its sole election replace the PRODUCTS at its cost, or terminate this agreement and refund all amounts paid by the BUYER pursuant to this agreement.
16. If the PRODUCTS are destroyed or damaged during shipment, then the applicable shipment terms which define when risk has passed from the seller to the buyer shall determine which party takes risk in the shipment.
17. The BUYER shall forfeit any claim under guarantee or otherwise that it may have against CLIFFORD if it carries out or causes to be carried out any alterations or repair in respect of the PRODUCTS without CLIFFORD's prior written consent.
18. CLIFFORD shall have no liability to the BUYER for any loss of profits or any consequential damages suffered or allegedly suffered by the BUYER for any reasons whatsoever relating to the PRODUCTS, their installation, any claim under the guarantee policy, any warranties given by CLIFFORD, or any other reason alleged or actual that the BUYER purports to have given rise to such consequential damages or loss of profits.
19. Where required in terms of the ORDER CONFIRMATION, CLIFFORD shall be responsible for the setting up and commissioning of the PRODUCTS. CLIFFORD's charges in respect thereof shall be over and above the contract price in respect of the PRODUCTS, unless specifically included in the ORDER CONFIRMATION as part of the contract price, and shall include charges for labour, transport, subsistence allowances, air fares, visa costs and any other charges associated with the installation and commissioning of the PRODUCTS for the duration of the setting up and commissioning process.
20. The BUYER shall at its own expense do all preparatory work necessary for the setting up and commissioning of the PRODUCTS, which shall be completed prior to the estimated delivery date of the PRODUCTS, whether such work comprises engineering or building construction, the connection of electrical and water services, or any other work or services which may reasonably be required by the BUYER in connection with the PRODUCTS.
21. Notwithstanding any delay encountered in giving effect to the provisions of clause 19 above, the BUYER shall be liable to pay the charges referred to in clause 18 above from the date upon which the CLIFFORD commissioning engineer arrives to install the machine until final commissioning. Should the commissioning and installation charges be included in the contract price then any delays caused by the customer that result in the commissioning and installation time being more than the time included in the contract price as evidenced on the price page, then the BUYER shall be liable for any charges relating to the additional time over and above the time allowed for in the ORDER CONFIRMATION. Such charges shall be as noted in clause 18.
22. Should any delays in the installation and commissioning time be at the instance of CLIFFORD, then the BUYER will not incur any additional costs for these delays.
23. The PRODUCTS shall be deemed to be commissioned when, in CLIFFORD's sole discretion the PRODUCTS are performing in accordance with the ORDER CONFIRMATION.
24. Should preparatory work required to be completed by the BUYER not be completed on arrival of the commissioning engineer(s), CLIFFORD reserves the right to return the commissioning engineer(s) to South Africa and charge out all expenses incurred to the BUYER .
25. The BUYER agrees that all inventions, developments and know-how arising out of or acquired in the design, construction or commissioning of the PRODUCTS shall be the sole property of CLIFFORD.
26. To the extent that CLIFFORD uses diagrams, documents, schedules or other printed matter supplied by the BUYER or inadvertently infringes patent or copyright of any third party, the BUYER hereby indemnifies CLIFFORD against any loss or damage, claim or demand made by any other party in respect of any alleged intellectual property infringement.
27. Any pictures of the machine shown in the ORDER CONFIRMATION are there for the purposes of giving a general indication of the configuration of the machinery. Due to ongoing improvements, the final machine may look different to that shown in the pictures but will still perform in all respects to the terms of the ORDER CONFIRMATION.
28. The BUYER chooses as its address for the service of all notices and legal processes for all purposes arising from or in connection with this agreement, the address at which delivery of the PRODUCTS is to be made. Any notice required to be given in terms of this contract may be given by hand, by pre-paid registered post, or by telefax to the said address.
29. This agreement shall be interpreted and applied in accordance with the laws of the Republic of South Africa. Any disputes arising out of this contract shall only be determined by a South African Court of competent jurisdiction but nothing contained in this clause shall prevent CLIFFORD from instituting action in any other court should it so elect.