

Standard Terms and Conditions of Sale

1. (a) Specifications, prices and extra lists issued by Non-Ferrous Metal Works (SA) (Pty) Ltd (NFM) from time to time, are for information only and do not constitute an offer of sale.
(b) Quotations are subject to confirmation by NFM after receipt of notification that same are acceptable by the PURCHASER.
2. Except as may be specially agreed in writing to the contrary, orders, after acceptance are not subject to cancellation in whole or in part or to variation in any manner whatsoever.
3. This sale is based upon the cost to NFM of labour, materials, freight and exchange and import duty rates ruling at the date of the order. Any increase in the said costs, before delivery, will be for the account of the PURCHASER.
4. The PURCHASER shall not return goods for any reason whatsoever without securing the prior written agreement of NFM. Complaints of any nature can only be considered if received within 48 hours of delivery. Return of unsatisfactory delivery will be accepted within seven days of supply only. A minimum charge of 15% will be levied on all goods returned but supplied correctly.
5. The PURCHASER agrees that the signature of any of its employees on NFM's delivery note/invoice/waybill or on the delivery note of any authorised independent carrier will constitute proper delivery of the goods purchased.
6. (a) Terms of payment shall be strictly 30 days net from the date of statement or within any other period specifically agreed to.
(b) Interest shall be payable to NFM on all overdue amounts at a rate equivalent to 2% above prime overdraft rate per annum charged to NFM by its bankers from time to time reckoned from due date of payment to the actual date of payment.
(c) Payment may not be withheld for any reason whatsoever pending settlement of any dispute.
(d) The PURCHASER is not entitled to set off any amount due to the PURCHASER by NFM against this debt.
(e) The PURCHASER shall be liable to pay NFM for all legal expenses on the attorney and client scale in the event of NFM instructing attorneys to collect any overdue amounts owing by the PURCHASER or to take any other legal proceedings in terms hereof.
(f) NFM shall have the right to institute any action in either the Magistrate's Court or the High Court of South Africa at its sole discretion.
7. Should any cheque, promissory note or bill of exchange drawn, made, accepted, or endorsed by the PURCHASER, as the case may be, be dishonoured, or should the PURCHASER fail to pay any debt owing to NFM on due date, then all amounts outstanding shall immediately become due and payable irrespective of whether the PURCHASER has been granted terms to pay on some future date, and whether or not NFM hold negotiable instruments which have not yet fallen due for payment.
8. Notwithstanding the delivery of any goods to the PURCHASER, ownership thereof shall not pass until the purchase price and any interest thereon has been paid in full.
9. The PURCHASER agrees that if payment is not made on due date, NFM shall be entitled to immediately institute action against the PURCHASER and to claim any damages suffered by NFM.
10. Risk in and to the goods shall pass to the PURCHASER on delivery.
11. NFM does not accept any responsibility for any loss of profit or damages, direct or indirect (including consequential damages) sustained by the PURCHASER arising out of any defect in material or component parts supplied by NFM.
12. The PURCHASER agrees that neither NFM nor any of its employees will be liable for any negligent or innocent misrepresentation made to the PURCHASER.
13. Every endeavour will be made to despatch goods from NFM with due promptitude, or within the time indicated by NFM. NFM will, however, not be liable for any loss or damage caused by non-delivery or late delivery nor does subsequent later delivery invalidate the contract.

14. Notwithstanding that the goods may be manufactured and/or sold under Rights of Patent, in the case of default of whatsoever nature by the PURCHASER, we reserve the right to dispose of such goods in any manner we deem fit and the PURCHASER hereby indemnifies us against all loss suffered and expenses and/or legal costs incurred by us in consequence of any infringement of a patent.
15. Goods supplied by NFM will conform to specifications and/or to any requirements specifically accepted by NFM in regard to each order. Except as aforesaid, NFM gives no warranty express or implied as to the quality of the material, workmanship or fitness of the goods for any particular purpose, whether such purpose be known to NFM or not. In the event of goods not being in accordance with the specifications or requirements aforesaid, NFM shall not be responsible for loss of the PURCHASER's profit or any direct, indirect or consequential loss, damage or charges arising there from. NFM's liability will be limited to the replacement of the goods within a reasonable time, but not later than 3 months from the date of delivery by supplying other goods at the place of delivery, which do comply with the specifications or requirements aforesaid. Reasonable time must be allowed to effect replacement.
16. (a) It is specifically recorded that any aluminium extrusions sold are not fit for use in the aeronautical industry, including without limitation for the manufacture of aircraft or aircraft components. Any such use therefore shall be entirely at the risk of the PURCHASER.
(b) Furthermore, it shall be the obligation of the PURCHASER to notify similarly any third party to whom he supplies such products. The PURCHASER acknowledges that it may not deny liability in any claim which may be made against by whomsoever arising out of the purchase, supply or use of any product in connection with but not limited to, the manufacture of aircraft or aircraft components, if it does not fulfil the obligations imposed upon it in terms of this clause.
(c) Any third party or subsequent purchaser shall be required to give similar undertakings.
(d) The PURCHASER indemnifies NFM and/or its supplier against all claims which may be made against it and/or its supplier of whatsoever nature and by whomsoever, and against all costs and expenses, arising out of the purchase, supply or use of aluminium extrusions in connection with the aeronautical industry, including without limitation for the manufacture of aircraft or aircraft components and whether such claims are attributable to negligence or not.
17. The PURCHASER agrees that these conditions constitute the entire agreement between the parties and acknowledges that NFM has not given any warranties or made any statements or representations of any nature whatsoever which are not recorded in these conditions. No agreement varying any of the terms of these conditions shall be binding upon the parties hereto unless reduced to writing and signed by both parties.
18. A Director of a company or a Member of a close corporation signing these conditions binds himself/herself to and in favour of NFM as surety *in solidum* for and co-principal debtor jointly and severally with the PURCHASER for the due payment of all amounts payable to NFM under renunciation of the benefits of legal exceptions available to sureties, the full force and effect of which the Director or Member acknowledges himself/herself to be fully acquainted.