

## ALL BUSINESS IS UNDERTAKEN IN TERMS OF OUR GENERAL CONDITIONS OF SALE.

Specifications, prices or lists issued by Seller from time to time are for information only, and do not constitute for sales

## CONSTITUTION OF THE CONTRACT OF SALE

All orders, whether resultant from a tender or otherwise, shall be governed by these condition. No alternation or variation of these conditions will be binding the Seller unless agreed to in writing and signed by a duly authorized representative of Ruan Telecom. Orders placed on the Seller's quotations are subject to acceptance by the Seller in writing. Orders after acceptance cannot be modified or cancelled in whole or in part without written consent of the Seller.

## PRICES

The price payable will be the price quoted at the date of dispatch. In the event of backorders or part deliveries the Seller cannot guarantee that prices will remain fixed.

## EX-STOCK

All items quoted "EX-STOCK" are subject to prior sale unless otherwise stated.

## DELIVERY

Whilst the Seller shall make every effort to effect delivery of goods timorously:

- The Seller shall not be held liable for damage or loss occurred in transit, in case of goods accepted ex works of For Seller's work, all risk will pass to Purchaser immediately upon loading.
- The purchaser shall not terminate this contract on the grounds of late Delivery. The Seller will not be responsible for loss caused by non or late delivery. Time is not of the essence with this agreement.
- Claims for damaged goods, shortages or non-deliveries must be submitted in writing within 7 days after receipt or non-receipt goods. Delivery notes should be suitable endorsed.

## PASSING OF OWNERSHIP

Goods supply herewith shall remain the property of the Seller until the purchase price has been paid in full.

## RETURNS

Goods correctly supplied will not be accepted for credit unless returned within 7 days and with the consent of the Seller. If accepted a handling fee of 25 % will be levied. The Seller undertakes that goods supplied by him will conform to specifications and or to any requirements specifically accepted by the Seller in writing in regards to each order but, except as aforesaid, Seller gives no warrant express or implied, of material, workmanship of fitness of goods for any particular purpose, whether such purpose be known to him or not. In the event of the goods proving to be defective in accordance with the specification with the specification or requirements aforesaid, Seller shall be responsible for loss of Purchaser's profit or any direct or consequential loss, damage or charges arising there from, its liability being limited to replacement, that is, Seller will if requested to do so within 12 months from date of delivery and if practical to do si, replace such goods free of charge, provide that such good have been paid for previously, which do comply with the specification requirements aforesaid. Such replacement shall only be affected after the goods under Complaint have been delivered back to the Seller and after appropriate investigation the Seller has accepted responsibility for replacement of credit.

## PAYMENT

---

The purchase price in respect of goods delivered shall be paid in cash on delivery unless terms of payment have been arranged.

In this event regarding terms of payment the following conditions shall apply:

- All Invoices issued by the Seller shall be paid within 30 days from date of statement.
- Export invoices to be paid 30 days from Invoice/statement date.
- When prices are subject to a settlement discount, this discount is only allowed when payment is made on or before the due date.
- Failure to settle by due date shall entitle the Seller to charge the Purchaser interest at a rate of 18% per month.
- All payments made in terms of this contract shall be made payable to FTTx & Energy Warehouse Pty Ltd, PO Box 28 Kernkrag, 7440.

## BREACH OF CONTRACT

---

Should the Purchaser fail to make payment to the Seller on due date, the Seller reserves the right to:

- Terminate all outstanding contracts until full payment is made to the Seller for all goods already delivered to the Purchaser.
- Instruct our Attorneys to institute action against the Purchaser for the recovery of the outstanding amount including all legal costs, on an Attorney and own clients scale:
- Attached all goods not paid in full.

## VALUE ADDED TAX

---

Value Added Tax to the prescribed rate, will be levied on all Invoices, excluding export invoices. .

## OVERRIDING EFFECTS

---

In event of the Purchaser desiring to impose his own conditions of sale, such conditions of contrary to Seller's will only apply if specifically accepted by the Seller in writing. Otherwise the Seller's General Conditions of Sale shall apply.

## DOMICILIUM CITANDI ET EXECUTANDI

---

The parties hereto choose as their Domicilium citandi et executandi the address Of the seller as stipulated in the credit application not the buyer.

## ALL BUSINESS IS UNDERTAKEN IN TERMS OF OUR GENERAL CONDITIONS OF SALE

---

It is agreed that the individual directors or partners specified on the details of the credit application form for the creditor hereby undertake the obligations of surety. Guarantor and co-principal debtor for and on behalf of the credit seeker for all and any amounts that the debtor might owe for any credit advance in terms of this agreement. The sureties/guarantors/co-principal debtors do hereby specifically waive the surety ship benefits of excussion and division. Further, the credit receiver and sureties, guarantors, co-principal debtors waive the legal exceptions non numerate, pecuniae, non causa debiti, revision of accounts and errors of calculators. Further, sureties, guarantors and co-principal debtors agree that their indebtedness shall be joint and several and in solidum. For the purpose of this surety ship and guarantee sureties choose as their domicilium citandi et executandi for all purposes the business address specified for the credit application on having jurisdiction notwithstanding the amount of claim. Should legal action be necessary against any surety or guarantor then and in that event costs on the scale as between attorney and own client shall be paid by such sureties or guarantors against whom legal action is successfully taken.