

STANDARD CONDITIONS OF OFFER AND SALE

1. DEFINITIONS

1.1 In these conditions:

1.1.1 "the Company" means USC Metering (Pty) Ltd.

1.1.2 "the Customer" means the purchaser of goods or services from the company.

2. CONSTITUTION OF CONTRACT

2.1 The terms and conditions set out herein shall govern the relationship between the parties, and the supply of all meters and allied products from the Company to the Customer. By signature hereto, the Customer agrees to be bound hereby. No other conditions whether contained in the Customer's documentation or otherwise, shall be binding on the Company unless the Company specifically agrees to them, in writing.

2.2 No variation of any written contract, including this one, shall be binding on the Company unless it is in writing and signed by the Company.

3. PRICE AND ORDERS

3.1 All prices quoted shall be in South African Rands and are quoted ex works Westmead, Durban in the case of Flow Limiters, Data Loggers, Electronic Bailiff Units, Water Meter Devices and other peripheral equipment, but ex works Germiston for complete meter box assemblies

3.2 The price given in any price list or quotation shall not, unless otherwise specified, include any taxes, surcharges or Government of Municipal charges, excise or duties, or any charges for special packaging requirements.

3.3 The Company reserves the right to amend its price list at any time.

3.4 Orders placed on the Company are only firm upon written confirmation by the Company.

4. WARRANTY

4.1 The Company warrants that all its goods sold pursuant hereto shall be free from any defect, whether latent or patent, for a period of one year from the date of shipment of the goods to the Customer.

4.2 Such warranty shall extend only to those goods that are actually designed and manufactured by the Company.

4.3 The Warranty shall only be of force and effect if:

4.3.1 the goods are used for the purpose for which they were designed;

4.3.2 the goods have been installed in accordance with the Company's installation manuals and procedure, and by persons duly authorized and trained to do so;

4.3.3 no attempt has been made by the Customer to repair them.

4.4 No warranty claims shall be entertained unless the Customer has within fourteen (14) days of having become aware of the defect, notified the Company in writing of the nature of the alleged defect, and of its intention to lodge such a claim.

4.5 The Customer shall be obliged at its own cost, to return the goods in respect of which it is seeking to lodge a warranty claim, to the address designated by the Company to evaluate the nature and extent to which such claim is valid. Save for what is set out below, the Customer

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- shall also be liable for the cost of the return of the meters. No goods shall be returned by the Customer unless it has a Return Authorisation number produced by the Company.
- 4.6 Should in the sole discretion of the Company it decide that such a claim is valid, and then in those circumstances the Company shall decide how to best remedy the defect. The Company shall elect whether to repair or replace the meters. Once that election has been made and the defect remedied, the Company undertakes to return the goods in question at its own cost to the address nominated by the Customer.
- 4.7 Should the Company in its sole discretion decide that the claim is not valid, then the Company shall so notify the Customer, who may then elect to instruct the Company to repair the goods at the Customer's cost, or to have the goods returned to the Customer at the Customer's cost. Should the Customer fail to collect the goods within seven (7) days of being notified to do so by the Company, then the Customer shall be liable for storage charges incurred by the Company in holding the goods.

5. PAYMENT TERMS AND CONDITIONS

- 5.1 Payment shall either be prepaid prior to shipment, or within 30 days of date of delivery, whichever shall have been agreed between the parties.
- 5.2 If any amount owing to the Company is not paid on the due date, the Customer will be liable to pay interest on the overdue amount, at the rate calculated at 2% above the ruling Prime overdraft rate as charged by the Company's bankers, calculated with effect from the due date of payment to final date of payment, both days inclusive.
- 5.3 All payments shall be made to the Company's head office in Westmead, Durban in rands, or at such other place or places as the Company may from time to time hereafter, in writing appoint. A certificate signed by the Company's Financial Manager specifying the amount owing by the Customer to the Company and also stating that the said amount is due and owing, shall be prima facie proof of the amount of such indebtedness.
- 5.4

6. DELIVERY

- 6.1 Unless otherwise agreed, in writing, delivery shall be ex the Company's plant.
- 6.2 Shipment is typically 4-6 weeks days ARO and upon completion of payment formalities. Shipment samples are typically 30 days ARO.
- 6.3 If the Company agrees to deliver the goods at any place other than the Company's plant, the cost of delivery incurred by the Company shall be paid by the Customer, and the risk of loss or damage to the goods, even if caused by the negligence of the company or its employees, shall be with the Customer from the time the goods leave the Company's works. The Company does not guarantee delivery on any specific date. The Company shall not be liable for any loss of any kind arising from delay in delivery or failure to deliver for any reason whatsoever and neither shall such delay or failure entitle the Customer to cancel its order. The Customer shall be obliged to take delivery of the goods forming the subject matter or order when delivery is tendered by the Company and, if the Customer fails to do so, the Company shall, in addition to any other rights that it may have, be entitled to recover from the Customer its reasonable storage charges.
- 6.4
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- 6.6 Any goods delivered by the Company to the Customer, shall be deemed to confirm to the description of the goods ordered by the Customer and, to have been delivered in the quantity specified in the Company's delivered note, without damage of any nature, unless the Customer notifies the Company to the contrary, in writing, within fourteen (14) days of the date of delivery.

SUSPENSION OF DELIVERIES & REPOSSESSION OF GOODS

7. If any amount due and payable by the Customer to the Company is in arrears, the Company shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other contract then in force between the Company and the Customer.
- 7.1 The Company, in addition to any other remedies that it may have, shall have the right, which the Customer shall permit, to repossess any goods sold to the Customer in respect of which payment in full has not been received timeously.
- 7.2 Until such time as the goods are so returned, the Customer shall hold the goods as fiduciary bailee for the Company, and to ensure and insure that the goods are held free from damage.
- 7.3 The Customer authorises the Company or its agent to enter its premises to remove any meters which are the Company's property. The cost of such removal shall be for the Customer's account.

EXCLUSIONS

8. No standard recommendation, figure advice, formula specification, illustration, diagram, price list, dimension, weight performance estimate, drawing or any other representation given by the Company to the Customer shall form part of the contract or be construed as a representation inducing the contract unless contained in writing in the quotation.

SUITABILITY OF GOODS

9. The Customer acknowledges that it is satisfied that the goods are suitable for the purposes for which they are intended, and that in concluding any contract with the Company, it has not relied on any representation made by the Company other than what is contained herein.

CONSEQUENTIAL LOSS

10. The Company shall not be liable for any consequential loss of whatever nature and howsoever arising including, but not limited to, loss arising from any defect in the goods, which is covered by the Company's warranty, or from any negligence on the part of the Company, its Directors, employees or agents.
- Such exemption from consequential loss shall include the loss of credit by a consumer due to a failure in the WMD for whatever reason. The Company accepts no liability to refund the customer for any credit he may have entered into the WMD prior to its failure.

CLAIMS AGAINST THE COMPANY

11. Any complaint from the Customer in respect of the quality, packaging, failure on delivery of the goods for damage in transit of short delivery of goods must be delivered to the Company, in

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writing, within ten (10) days of delivery of the goods to the Customer. No such claim shall be considered unless the terms of this condition have been complied with.

RISK AND OWNERSHIP

12. Save as set out under clause 6, risk in the goods shall pass to the Customer on delivery.
- 12.1 Notwithstanding anything to the contrary herein contained ownership of the goods shall not
- 12.2 pass to the Customer until the full purchase price thereof shall have been paid.

13. INDEMNITY

- 13.1 The Customer hereby indemnifies the Company against all claims, damages, costs and expenses sustained or incurred by the Company through any infringement of a patent, design or copyright which takes place as a result of the Company following any instructions given it by the Customer.
- 13.2 The Customer hereby indemnifies the Company and holds the Company harmless against any and all claims, losses, damages, expenses and costs sustained or incurred by the Company (and the costs incurred in defending such claims and any costs found to be payable to third parties in respect of such claims), arising from or in connection with a claim made by or on behalf of an end user or the ultimate consumer of any goods supplied by the Company to the Customer in respect of those goods or any component of those goods under or in terms of Sections 55 and 56, or Section 61 of the Consumer Protection Act 68 of 2008, unless the claim arises in respect of goods which are the subject of a warranty claim made by the Customer under clauses 4.1 to 4.6, which the Company has decided is a valid warranty claim as contemplated in clause 4.6.

14. FORCE MAJEURE

- 14.1 Subject to the following provisions of this clause, neither party shall be responsible to the other for its failure to perform any obligation under this Agreement in the event and to the extent that such failure is caused by force majeure.
- 14.2 For the purpose of this Agreement force majeure shall mean any circumstances which:
- 14.2.1 is beyond the reasonable control of the party giving notice of force majeure and for which it is not responsible;
- 14.2.2 and is not a circumstance which the party so affected could by the exercise of a standard of care and skill which could reasonably be expected of that party, have avoided.
- 14.3 Force majeure shall include, but shall not be limited to, war (whether declared or not), revolution, invasion, insurrection, not civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, acts of restraints of government imposition, or restrictions of or embargoes on imports or exports.
- 14.4 The party affected by an event of force majeure shall immediately give notice thereof to the other party.
- 14.5 If the event of force majeure is of such a nature that it will result in impossibility of performance of the obligation in question, the party not so affected shall be entitled within thirty (30) days of receipt of notice of the force majeure event to terminate this Agreement upon notice to the

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other party, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

14.6 If the event of force majeure is of such a nature that it will not result in impossibility of performance of the obligation in question, but it will merely delay the performance thereof, the party giving notice of such event of force majeure shall be entitled to such extension of time in which to perform such obligation, as may be reasonable in the circumstances taking into account the interests of both parties; provided that if the force majeure situation persists for a period in excess of one hundred & eighty days (180), the party not so affected, shall be entitled upon notice to the other to terminate this Agreement, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

15. **BREACH**

15.1 The Company shall be entitled to cancel this contract of any part of this contract and/or any contracts subsisting with the Customer by written notice to the Customer's last known address and/or claim from the Customer immediate payment or any monies due by the Customer to the Company from any cause arising notwithstanding any earlier agreement for credit if:

15.1.1 the Customer fails to pay amount due to the Company under this or any other contract on due date thereof or breached any other provision of these Conditions; or

15.1.2 the Customer is sequestrated or placed in liquidation or under judicial management whether provisionally or finally; or

15.1.3 the Customer commits any act of insolvency; or

15.1.4 the Customer enters into any compromise with his creditors; or

15.1.5 the Customer fails to satisfy, take on appeal or on review any judgment granted against him with seven (7) days after the date of judgment.

16. **LEGAL CHARGES**

In the event of the Company instructing its Attorneys to recover money or goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on an Attorney and own client scale including collection commission and tracing agent's charges provided the Company is successful in the legal action.

17. **NO RELAXATION**

No relaxation which the Company may give at any time in regard to the carrying out of any Customer's obligations in terms of any contract shall prejudice or be a waiver of any of the Company's rights in terms of that or any other contract.

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18. **SEVERABILITY**

Should any provision of these terms and conditions be found to be invalid or unenforceable or of not force and effect, then the remaining provisions shall remain of full force and effect.

19. **LAW**

These terms and conditions shall be governed by the laws of the Republic of South Africa, and any dispute hereunder shall be determined in accordance of the laws of that country.

IMPORTANT: The signatory hereto warrants that she/he has been duly authorized to enter into this contract on behalf of the Customer and that the information set out herein is both true and correct. The signatory further accepts the attached standard terms and conditions of USC Metering (Pty) Ltd, acknowledges that the Customer has read and understood each term, accepts same as binding on the Customer and further consents to a credit report being obtained and submitted from/to a Credit Bureau.

SIGNATURE _____ FULL NAME _____
DESIGNATION _____ DATE _____ PLACE _____