

CONDITIONS OF SALE

1 GENERAL

- 1.1 All orders received by STAT Tiakeni Medical (Pty) Ltd (hereafter STAT) Shall be deemed to be an acceptance of these Conditions of Sale. Any other conditions or Terms of Business are hereby excluded except such as are approved in writing by a Director or authorised Officer of the Company. Any waiver shall not prejudice the Company's right in respect of subsequent breach.

2 PRICES

- 2.1 The Company reserves the right to vary prices (whether specifically quoted or otherwise) to take account of increases in the cost arising before despatch.
- 2.2 Prices are in ZAR NETT ex-works inclusive of packaging and VAT.
- 2.3 Prices are also inclusive of delivery except where the buyer requests delivery beyond the normal delivery clauses herein. In this respect the Company reserves the right to charge for delivery in order to cover additional costs incurred.
- 2.4 The prices charged will be those ruling at the date of receipt and acceptance of the order.
- 2.5 Where prices are in accordance with those quoted on a Contract, Tender or quotation which has been qualified in respect of exchange rates, the prices will be subject to the exchange rate as qualified on the relevant shipping documentation or alternatively the exchange rate applicable on the date of payment to the overseas supplier and we reserve the right to claim for any adverse variances.
- 2.6 We reserve the right to apply a minimum order charge of R500-00.
- 2.7 All orders must be submitted in writing by email, fax, post or courier.

3 DELIVERIES

- 3.1 Every effort will be made to adhere to delivery dates, but delay or failure to maintain a delivery date shall not entitle the Purchaser to cancel any order or withhold any payment.
- 3.2 Deliveries are consequent upon delivery by Suppliers, delays by Carriers, failure of normal source or any other cause beyond the Company's reasonable control.

4 FORCE MAJEURE

- 4.1 In the event that the Company shall be prevented from or delayed in, delivery or completing an order by reason of Force Majeure, the Company shall be at liberty to cancel or suspend that order without incurring any liability to the Purchaser for any loss or damage resulting from the said cancellation or suspension. For the purpose of this condition "Force Majeure" shall mean requisition or interference by any Government or Local Authority, War, Strike, Lockout, Riot, Epidemic Disease, Act of God, Earthquake, Inevitable Accident or any other circumstances whatsoever, over which the Company shall have no control.

5 DAMAGE OR LOSS IN TRANSIT

- 5.1 The Company warrants goods and services where delivery is undertaken by its employees or Agents.
- 5.2 The Company shall not be responsible for :
 - 5.2.1 For consequential loss
 - 5.2.2 Any excess in total claims over the contract prices
 - 5.2.3 Technical advice or assistance which it is not contractually bound to provide
 - 5.2.4 Loss caused by delay, and:
 - 5.2.5 Any loss which the Company is precluded from recovering from a Carrier by reason of the Customer's failure to give the notice necessary for the recovery.

6 PASSING OF TITLE

- 6.1 The Company and the Customer expressly agree that until the Company has been paid in full for the goods comprised in this, or any other sale contract between them, any goods comprised in this contract remain the property of the Company, although the risk therein passes to the Customer on receipt of the goods.

7 RETURNED GOODS

- 7.1 No goods may be returned without the written authority of an authorised Officer of STAT. Goods returned must be in their original packaging.
- 7.2 Returns and duplicated deliveries where ordered incorrectly are subject to a handling charge of 10% of the original invoice price
- 7.3 Freight must be pre-paid by the Purchaser on all goods returned. In the case of defective goods or goods shipped to the Purchaser through an error by the Company then the Purchaser will receive credit for the Costs of Freight.

8 WARRANTY

- 8.1 Subject to sub-clause's 8.1.2 and 8.1.3, the Company warrants goods and services against:
 - 8.1.1 Departures from its usual standards and specifications and defects in materials and workmanship, becoming apparent under normal use within 12 months of delivery of goods, provided such are notified to the Company with 14 days of becoming apparent.
 - 8.1.2 If any goods or services do not comply with sub-clause 8.1.1, the Company will, at its reasonable option replace the same, rectify the breach or refund the appropriate part of the price (having regard to any benefit already enjoyed in respect thereof).
 - 8.1.3 The express warranties herein are given in lieu of all other expenses or implied warranties, conditions in respect of quality, fitness and the like.

9 PAYMENT

- 9.1 Payment shall be made NETT, and without set off as to be received on or before the 30th day from the date of Statement.
- 9.2 The Company shall be entitled to charge interest on overdue accounts of Prime + 2% per annum compounded.

10 INJURY OR DAMAGE

- 10.1 The Company will accept no responsibility for any injuries to persons or damage to property suffered in the course of installation, delivery, removal or maintenance of goods or equipment, unless caused by the negligence of STAT, its employees or Agents.

11 LAW

- 11.1 The law of the Republic of South Africa shall govern the formation, interpretation and enforcement of the Contract. All disputes in connection with the same shall be submitted to the South African Courts.