



Terms and Conditions of Sale

Unless otherwise stated in writing, the following terms and conditions shall apply, and will be supplementary to any other clauses contained in our quotation. Special terms and conditions may be negotiated if required. Please consult with Massamatic should any of the following conditions not meet with your approval or need to be altered to suit your particular needs. These terms cover Massamatic (Pty) Ltd, Massamatic Gauteng (Pty) Ltd and Massamatic Eastern Cape (Pty) Ltd.

1) Validity of Quotation

This quotation will remain valid for a period of thirty days from the date of quotation, unless otherwise indicated on the specific quotation.

2) Terms of Payment

50% with order (Manufacturing will only commence once deposit has been received and all technical information has been agreed upon)

40% on producing of delivery documents

10% on completion

(Cash or Direct deposit into our account)

Payment basis will be strictly nett and upon presentation of invoice. These are our standard terms and shall apply unless otherwise stated in the written quotation.

Where credit terms are given, the payment period must be stated in writing. No extensions to any agreed credit terms will be allowed. Interest calculated at the current prime overdraft rate will be levied on all outstanding monies not received by the due date.

3) VAT

Prices quoted **do not include** VAT

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Massamatic (Pty)Ltd Company Registration No. 1978/003735/07 Vat No. 4810101784
Directors: W. Barnard, C.N. de Lange



4) Escalation

The prices quoted are based on the current costs of labour and raw materials. We reserve the right to adjust these prices where manufacturing input costs increase due to circumstances beyond our control. Price adjustments shall be made in accordance with the current SEIFSA price adjustment formula. Items that are subject to escalation are:

- a) Steel
- b) Labour
- c) Transport
- d) Importation costs
- e) Fuel

The above clause will not apply only when the escalation clause has been waived and a fixed price, together with a firm delivery date has been offered in writing.

5) Exchange Rate Adjustment

As certain items of the equipment offered may be subject to importation, the quoted prices are based upon an exchange rate as indicated in the quote. Where the effect of the exchange rate has been to adversely affect our manufacturing costs, only that portion of the quoted price so affected will be invoiced at the recalculated price. The price adjustment will be based upon the difference in the exchange rate ruling at the time of quotation, and the exchange rate prevailing at the time of importation of the goods concerned.

6) Duties

Any import duties and/or surcharges that are imposed after the date of quotation and which are not included in our quotation will be invoiced to the Customer's account at cost.

7) Guarantee/Warranty

Unless otherwise stated, our standard guarantee shall apply as follows:

- a) All mechanical and electrical equipment offered is guaranteed to be free from defects in materials and workmanship. Massamatic will repair or replace at its sole discretion and free of charge, any component or system supplied by Massamatic that fails during the guarantee period due to latent defects and/or faulty workmanship.
- b) No other liabilities or guarantees shall be expressed or implied by the sale of any equipment and Massamatic's sole responsibilities shall be confined to those stated in clause 1 of the guarantee statement.
- c) This guarantee does not include travelling and recalibration fees that might be required depending on the nature of the repair work done.
- d) Unless otherwise stated the guarantee period will be 1 year from handover or calibration whichever is the earlier date.

8) Exclusions

- a) The guarantee shall only apply if the equipment has been subject to fair wear and tear, and has been employed solely for the purpose for which it was intended.
- b) The guarantee shall cease if the equipment is not maintained or serviced in accordance with the manufacturer's requirements or, if the equipment is tampered with, or serviced during the guarantee period by persons other than Massamatic personnel or service agents appointed by Massamatic.
- c) Damage to loadcells or electronic instruments caused by welding to any part of the equipment. Equipment damaged in this manner will be repaired/replaced at Massamatic's current standard charges for labour, travel and material.
- d) Exposure of the equipment to unacceptable operating or storage conditions such as high temperature, smoke, corrosive liquids and gasses, severe vibration, impact damage, damage by vermin, harmful dust and moisture.
- e) Riots, strikes, civil unrest, acts of war or terrorism.

9) Delivery

Upon being notified that goods are ready for delivery, the Customer will endeavor to ensure that the site is ready and capable of receiving the items and that Massamatic's staff have access to same.

Massamatic shall deliver, install and implement the services and/or goods as per the agreed project plan and/or installation date as agreed to in writing;

Massamatic shall promptly notify the Customer as soon as it becomes aware that a deliverable may not be delivered, installed and implemented in accordance with the Contract Documents.

When the delivery of goods to the site is delayed at the Customer's request or due to the site not being ready in time to receive the equipment, the items concerned will be invoiced to the Customer as if delivery had taken place. The Customer will be afforded the opportunity to inspect the goods and to sign a letter confirming his acceptance and his right to ownership. Payment terms shall not be affected by such circumstances.

The Customer will be responsible for the adequate storage and protection of any articles delivered to his premises before installation and handover. Any items lost or damaged through negligence on the Customer's part will be repaired or replaced at the Customer's cost.

Massamatic reserves the right to charge for the storage of articles if their delivery is delayed by the Customer. Alternatively, the Customer shall, on receipt of a request to collect his goods, remove them for storage at his own expense.

10) Installation

- a) When installation is included in the quotation, this work will be done during normal working hours unless otherwise agreed to in writing.
- b) When installation is not included, the work will be charged for at our standard rates for travelling and labour. Work will be done during normal working hours. Accommodation expenses - if applicable, will be charged to the Customer at cost.
- c) Additional labour and travelling expenses incurred due to delays, incorrect instructions from the Customer and/or faulty workmanship on site by the Customer or his contractor(s) will be charged to the Customer's account.

- d) Free and clear access to the site for installation and testing purposes must be arranged by the Customer. The Customer will be responsible to ensure that the site is adequately protected during the installation and testing phase.
- e) The Customer shall also ensure suitably qualified staff are available to support installation and training, shall not tamper with or make unauthorised connections to Massamatic equipment, and shall promptly report any faults or incidents affecting the equipment or services.
- f) Special safety rules or requirements that the Customer may wish to enforce must be communicated in writing to Massamatic before site work is commenced. Failure to do so will render the Customer liable for any consequent accident or injury claims that may result.
- g) Massamatic will endeavour to uphold all normal safety regulations including any special safety requirements that the Customer may specify.
- h) Unless otherwise specified, "installation" shall mean the mounting of the load receptors and loadcells upon their supports, the mounting of the electronic equipment at some suitable location, connecting up of the electrical and airlines, and the testing and commissioning of the weighing system. The Customer will be responsible for the provision of any air supplies and piping that may be required, as well as the provision of electrical supplies, cables and conduits or cable trays. Massamatic will not undertake the mounting\installation of trunking, electrical conduits or air pipes on the Customer's premises -or work of a similar nature. All instruments are provided with typically 3 meters of cable and any additional cabling that may be required will be for the Customer's account.
- i) Loadcell and other instrumentation cables must not share the same cable ducts or conduits as power cables, and must not run parallel to, or closer than 500mm from any other equipment or power cables.

11) **Acceptance**

- a) On completion of installation, the installed equipment will be made available for acceptance testing to confirm compliance with specifications.
- b) Equipment / goods will be deemed accepted on written confirmation by the Customer of successful acceptance test, or if no written notification of material defects is received within 10 (ten) days of completion of installation.
- c) Any defects identified on completion of installation or during testing must be reported in writing within 10 (ten) days. Massamatic will remedy such defects within a reasonable time.

12) **Risk & Ownership**

Ownership

Unless otherwise agreed in writing, ownership of purchased goods shall vest in Customer upon payment of the full purchase price for such goods.

Risk

Unless otherwise agreed to in writing, the risk in any goods shall pass to the Customer upon delivery to the Customer whether paid in full or not and the Customer shall be responsible for the risk of loss of, and damage to all components of said equipment or goods situated at the premises of the Customer.

Encumbrances

Each Party undertakes to keep all equipment or goods owned by the other Party that is under its control or in its possession free of all bonds, pledges, liens, encumbrances, and claims of similar nature, and the Party in control of said equipment agrees that neither it nor anyone at its direction shall file or conclude a notarial bond, pledge or any other agreement or instrument creating an encumbrance against any such equipment.

Landlord Notices

In the event that the premises where the goods may need to be delivered or installed are owned by a third party, i.e. Customer leasing the premises/property from a third party landlord, the Customer will ensure that its landlord is promptly notified of all goods or equipment owned by Massamatic that is held on the said premises. The Customer in control of said goods or equipment will use all reasonable endeavours to obtain an acknowledgement of receipt of such notice from the landlord and will provide a copy of the notice containing the receipt acknowledgement to the owner of the equipment or goods. The Customer in control of the equipment or goods will repeat the aforesaid process promptly following any change of landlord.

13) Electricity Supply

The Customer is required to provide, free of charge, to the point of installation, the required electrical supply, i.e. 220VAC, single phase, 50Hz. The supply must be free of interference such as "spikes" and RF contamination, and should not fluctuate by more than +/- 10% in amplitude or frequency.

Where the electrical supply does not conform to the above requirements, a suitable filter and/or constant voltage transformer must be supplied by the Customer.

14) NRCS Approval

All equipment supplied by Massamatic and which is intended for a prescribed purpose, is approved under various pattern approval numbers by the NRCS. The relevant approval number will be affixed to the equipment supplied.

15) Local Manufacture

Massamatic designs and manufactures all its weighing equipment locally. Only load cells and certain electronic components are imported. Local content is typically 80% by value for Massamatic electronic equipment, and approximately 100% by value for steel products manufactured at our works.

16) Termination and Breach

If either party commits a material breach of these Terms and fails to remedy such breach within 30 (thirty) days of receiving written notice, the other party may cancel the contract by written notice. Massamatic may also cancel the contract immediately if the Customer becomes insolvent, is placed under business rescue, or ceases to carry on business. Termination shall not affect any rights or obligations which arose before termination, including the right to claim damages or outstanding amounts due.

17) Confidentiality

Massamatic and the Customer shall treat all technical and business information received from the other as confidential, and shall not disclose or use such information other than for fulfilling the contract, except where required by law. Each party shall ensure that its employees or contractors comply with these obligations, and all confidential information must be returned or destroyed on request or at the end of the contract.

18) Intellectual Property

All intellectual property in Massamatic products, software, drawings, manuals and know-how remains the property of Massamatic or its licensors. Sale of goods / equipment does not transfer intellectual property rights. Software (to be used with any goods) is licensed for the Customer's internal use only and may not be copied, modified, reverse engineered or distributed without Massamatic's written consent.

19) Audit Rights

Massamatic may, on reasonable notice, inspect the equipment supplied and the Customer's use thereof to confirm compliance with these Terms, provided that such inspection does not unreasonably interfere with the Customer's business.

20) Processing of Personal Information

Massamatic will process personal information in accordance with its **Privacy Policy**, available on request or from its website, and by accepting these Terms the Customer acknowledges and consents to such processing.

21) Non-Solicitation / Non-Circumvention

- a) The Customer shall not employ or solicit Massamatic staff during the contract and for 12 (twelve) months thereafter.
- b) The Customer shall further not bypass or attempt to bypass Massamatic by contracting directly with any supplier, licensor or business partner introduced by Massamatic in the course of the contract.

22) Limitation of Liability

Massamatic shall not be liable for any indirect, incidental or consequential losses, including but not limited to loss of profit, loss of business, or business interruption. The total direct liability of Massamatic to the Customer for any claim or series of claims shall not exceed the lesser of the amount paid by the R1,000,000.00 (one million rand) or the charges actually paid by the Customer in the preceding 12 (twelve) months, whichever is the lowest. This limitation shall not apply in cases of death or personal injury, fraud, gross negligence, wilful misconduct, or breach of confidentiality.

23) Force Majeure

Massamatic will not be liable to the Customer for any default or delay in the performance of the services if and to the extent that such default or delay is caused by any act of God, legislation, war or civil disturbance, labour unrest, court order, or any other circumstance beyond Massamatic's reasonable control, including fluctuations in communications or utility services, provided Massamatic is without fault in causing such default or delay and it could not reasonably have been prevented through the use of alternative sources, workaround plans or other means.

24) Applicable Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. Any dispute arising from these Terms shall be submitted to mediation or, if not resolved, to arbitration in South Africa under applicable rules, or may be determined by a competent court in South Africa, it being agreed that the High Court of South Africa, Western Cape Division, shall have jurisdiction.

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