

1. DEFINITIONS

- 1.1. “Affiliate” means any person, firm or corporation which is a subsidiary company, parent company or affiliate company of Fire Check (PTY) LTD or the successor to Fire Check (PTY) LTD by a merger or by a transfer of a substantial amount of Fire Check (PTY) LTD’s assets;
- 1.2. “Fire Check (PTY) LTD” shall mean Fire Check (PTY) LTD South Africa (Pty) Ltd and Fire Check (PTY) LTD South Africa Holdings (Pty) Ltd;
- 1.3. “CPA” shall mean the Consumer Protection Act 68 of 2008;
- 1.4. “Client” shall mean the ultimate end user of the Product;
- 1.5. “Credit Act” shall mean the National Credit Act 34 of 2005;
- 1.6. “Customer” shall mean the person, natural or otherwise, who purchases the Products from Fire Check (PTY) LTD under these terms and conditions;
- 1.7. “Customer documents” shall mean any documentation or previous discussions, whether in writing or otherwise, between Fire Check (PTY) LTD and the Customer relating to the sale of Products, with the exception of a franchise agreement as defined in the CPA.
- 1.8. “MCA” shall mean the Magistrate’s Court Act 32 of 1944;
- 1.9. “Products” shall mean all items, including services, presently being sold or supplied by Fire Check (PTY) LTD, including, but not limited to: Fire Extinguishers, Fire Hose Reels, above ground Fire Hydrants, Fire Detection Equipment, Pumps and Tanks, Fire Doors, Parts, Spares, Accessories and such other items as may be sold by Fire Check (PTY) LTD from time to time;

2. PURCHASE

- 2.1. The Customer shall be bound by these standard terms and conditions of sale in all transactions for the purchase of Products. Any agreement between the Customer and Fire Check (PTY) LTD, supersedes the clauses of these terms and conditions, to the extent of any conflict.

3. ORDERS

- 3.1. Fire Check (PTY) LTD reserves the right to reasonably decline any order and/or to suspend delivery and/or to decline to supply the Products to the Customer.

4. PAYMENT

- 4.1. The payment terms are as follows:
 - 4.1.1. All orders and invoices to value of R1, 00 to R1 000, 00 is on a strictly cash basis upon delivery/completion of work (COD).
 - 4.1.2. The terms of payment are strictly 30 (Thirty) days from the date of invoice for invoices valued at R1 001, 00 and upwards, unless otherwise agreed to by Fire Check (PTY) LTD in writing;
 - 4.1.3. Payment should be reflected in Fire Check (PTY) LTD’s bank account within the 30 (Thirty) days from the date of invoice, unless, otherwise agreed to by Fire Check (PTY) LTD in writing.
- 4.2. Subject to the Credit Act, all overdue accounts shall accrue interest at the rate of 2% (two per cent) per month, reckoned from the due date for payment, to the date of final payment.

5. DELIVERY

- 5.1 Subject to the CPA, and although Fire Check (PTY) LTD will endeavour to deliver the Products according to the Customer's requirements, Fire Check (PTY) LTD will not be bound to such delivery requirements of the Customer and accordingly Fire Check (PTY) LTD shall not be liable in any manner whatsoever for failure or delay in delivery.
- 5.2 Fire Check (PTY) LTD shall at its discretion be entitled to effect and invoice for part deliveries.
- 5.3 When effecting delivery at the Customer's premises, or such other premises as nominated by the Customer, the Customer shall be responsible for receiving, unloading and checking the Products in the presence of the Fire Check (PTY) LTD representative making delivery.
- 5.4 In the event of short delivery the Customer shall forthwith upon delivery endorse Fire Check (PTY) LTD's copy of the delivery note specifying details of the short delivery and thereafter within 3 (three) days of such delivery the Customer shall lodge a claim with Fire Check (PTY) LTD in respect of such short delivery.
- 5.5 In the event that the Products are delivered in a damaged or defective state, the Customer shall forthwith upon delivery endorse Fire Check (PTY) LTD's copy of the delivery note detailing the damage or defects to the Products and the Customer shall within 3 (three) days of such delivery notify Fire Check (PTY) LTD of such damage or defects in the Products delivered.
- 5.6 On compliance by the Customer with 5.4 and 5.5, and provided Fire Check (PTY) LTD agrees with the information supplied by the Customer, Fire Check (PTY) LTD will either make up the shortfall in the Products, or replace the damaged or defective Products as the case may be.
- 5.7 Subject to the CPA, and notwithstanding the provisions of 5.4, 5.5 and 5.6, Fire Check (PTY) LTD shall not be liable to the Customer for any loss or damage occasioned by reason of the circumstances in 5.4 and / or 5.5.
- 5.8 Delivery of the Products at the place of delivery nominated by the Customer shall constitute good delivery. Any acknowledgement of receipt by the Customer or any authorised representative or employee, whether direct or indirect, in writing or otherwise shall serve to also confirm delivery.
- 5.9 If, on the instructions of the Customer, the Products are delivered to a carrier for delivery to the Customer, delivery to the Customer shall be deemed to have been duly effected on delivery to the carrier, who shall at all times be and remain the Customer's agent for purposes of these terms and conditions.
- 5.10 For purposes of this clause, "Fire Check (PTY) LTD" shall include any Affiliate, agent or independent contractor who may effect delivery on behalf of Fire Check (PTY) LTD.
- 5.11 Fire Check (PTY) LTD hereby reserves the right to charge a 10% handling fee for the return of any Product due to any reason other than the fact that the Product failed, is defective, hazardous or unsafe as defined in the CPA.

6. OWNERSHIP

- 6.1 Irrespective of the type of transaction, Fire Check (PTY) LTD hereby reserves its rights to ownership of the Products until fully paid for by the Customer.
- 6.2 In order to give effect to 6.1, the Customer shall ensure the Products remain movable property, severable from any other movable or immovable property to which the Products may be attached.
- 6.3 In the event of non-payment by the Customer for any reason whatever, Fire Check (PTY) LTD shall, in keeping with its rights of ownership in the Products, be entitled to repossess the Products without prejudice to any other rights of Fire Check (PTY) LTD.
- 6.4 For so long as ownership in the Products remain vested in Fire Check (PTY) LTD, the Customer shall:
- 6.4.1 keep the Products free from attachment, landlord's hypothec, lien or any other legal charge or process;
 - 6.4.2 not without the prior written consent of Fire Check (PTY) LTD sell, let, loan, pledge, transfer, otherwise make over or encumber the Products;
 - 6.4.3 forthwith notify its landlord of Fire Check (PTY) LTD's reservation of ownership in the Products;
 - 6.4.4 subject to the Credit Act if applicable, keep the Products insured for loss or damage through fire, theft or any other incident, with an insurer acceptable to Fire Check (PTY) LTD for the replacement value thereof and the Customer shall pay the insurance premium arising from such insurance promptly and on due date and upon request shall forthwith display such insurance policy and proof of payment to Fire Check (PTY) LTD.

7. RISK

- 7.1 On delivery of the Products to the Customer, the risk in and to the Products shall pass to the Customer, notwithstanding that ownership in the Products remain vested in Fire Check (PTY) LTD.

8. WARRANTY

- 8.1 Subject to the CPA, Fire Check (PTY) LTD makes no representations whatsoever and gives no guarantees against latent or patent defects in respect of the Products and all conditions and warranties whatsoever whether implied or otherwise are hereby expressly excluded.
- 8.2 Subject to the CPA, Fire Check (PTY) LTD shall not incur any liability of whatever nature arising in contract or delict from any injury, loss or damage to any person or property arising from the use of the Products.
- 8.3 The Customer shall not assume a greater obligation or benefit than that given to the Customer by Fire Check (PTY) LTD.
- 8.4 The Products supplied by Fire Check (PTY) LTD shall be suitable only for the purpose designed and the Customer shall ensure the Products are handled, stored, installed, used, operated or

otherwise dealt with in a normal and proper manner and where applicable, in a manner consistent with the instructions given by Fire Check (PTY) LTD.

- 8.5 Subject to the CPA, no claim shall lie against Fire Check (PTY) LTD arising out of or in connection with any defects in, or unsuitability of, the Products.

9. INDEMNITY

- 9.1 Without derogating from the generality of any of the provisions herein, and subject to the CPA, Fire Check (PTY) LTD shall not at any time be liable for any claims of whatsoever nature and howsoever arising for direct or consequential loss or damage which may be sustained by the Customer or any of the Customer's Clients in connection with the use of the Products and the Customer hereby indemnifies Fire Check (PTY) LTD against all such claims.
- 9.2 The Products are sold subject to Fire Check (PTY) LTD's specifications and recommendations. Failure to adhere to these may result in damage, injury or harm.

10. FORCE MAJEURE

- 10.1 FIRE CHECK (PTY) LTD is not liable for any delay in the production and/or delivery of goods if the delay is, directly or indirectly, due to a force majeure event, which includes, but is not limited to, inability and/or refusal by third party suppliers to provide FIRE CHECK (PTY) LTD with goods, parts, services, manuals and/or other information necessary for the goods to be delivered; shortages and/or inability to obtain materials and/or components; delays and/or refusals to grant an export licence or the suspension or revocation thereof; any acts of any Government that limit FIRE CHECK (PTY) LTD's ability to perform; fire; earthquake; flood; severe weather conditions; quarantines, epidemics, pandemics and/or other regional medical crises; labour strikes and/or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism and/or war (or imminent threat of same); or any other acts of God and/or any other cause whatsoever beyond FIRE CHECK (PTY) LTD's reasonable control.
- 10.2 If the force majeure event continues for longer than 90 days, either party may terminate the Buyer's purchase order and the Buyer will be liable for, and will pay, FIRE CHECK (PTY) LTD for work performed and/or goods delivered prior to termination and all reasonable expenses incurred by FIRE CHECK (PTY) LTD as a result of such termination.
- 10.3 In the event of delays in delivery and/or performance caused either by force majeure or by the Buyer, the date of delivery or performance shall be extended by the period of time FIRE CHECK (PTY) LTD is actually delayed. If, for reasons other than the foregoing, FIRE CHECK (PTY) LTD should default or delay or not deliver goods, the Buyer's sole remedy against FIRE CHECK (PTY) LTD is an option to cancel the Buyer's purchase order, through prior written notice to FIRE CHECK (PTY) LTD.

11. PROHIBITION OF SET-OFF

11.1 The Customer, to the extent allowable in terms of the CPA, waives any right of set-off the Customer might have against Fire Check (PTY) LTD in respect of any amount which may now or in the future be or become owing by Fire Check (PTY) LTD to the Customer. The Customer agrees and acknowledges that it shall not be entitled to advance the defence of set-off or mutual extension of debts or counter-claim in any proceedings which Fire Check (PTY) LTD may bring against the Customer for the enforcement of its rights, whether in respect of credit facilities extended by Fire Check (PTY) LTD to the Customer, or otherwise.

13. CUSTOMER'S DOCUMENTS

13.1 Subject to the CPA, in all transactions with the Customer, any clauses or conditions contained in, or forming part of the Customer's documents, shall not amend or modify these terms and conditions of sale and Fire Check (PTY) LTD shall not be bound thereby.

13.2 These standard terms and conditions of sale shall supersede any conflicting clauses or conditions, whether verbal, contained in any of the Customer's documents, or otherwise.

14. PROPRIETARY RIGHTS

14.1 The Customer shall not do anything to infringe any rights owned or licensed by Fire Check (PTY) LTD, including but not limited to, any form of intellectual property right in respect of the Products.

15. CREDIT

15.1 Subject to the Credit Act, if applicable, Fire Check (PTY) LTD shall in its sole and absolute discretion be entitled to alter any credit terms granted to a Customer and Fire Check (PTY) LTD shall be entitled to ask the Customer, who shall be obligated, to provide guarantees to secure payment of the purchase price.

16. EXCHANGE RATE

16.1 In respect of any transaction where Fire Check (PTY) LTD quotes in Rands and the exchange rate applies Fire Check (PTY) LTD will be paid the Rand equivalent of the quoted price irrespective of the exchange rate ruling at the date of payment.

16.2 In respect of import/export sales, the Customer shall be responsible for obtaining all the necessary government approvals and all the requisite permits and Fire Check (PTY) LTD will endeavour to assist the Customer in this regard insofar as this may be necessary.

16.3 If any authorisation or permit referred to in 16.2 is refused or revoked, the Customer shall make good to Fire Check (PTY) LTD all expenses or losses Fire Check (PTY) LTD may have incurred in assisting the Customer to secure such authorisation or permits; provided that loss of profit will be excluded unless the refusal or revocation is due to fault on the Customer's part.

17. INDULGENCE

17.1 No indulgence which Fire Check (PTY) LTD may grant to the Customer shall in any way be deemed to affect, prejudice or derogate from the rights of Fire Check (PTY) LTD, nor shall such indulgence constitute a waiver or novation of any of the rights of Fire Check (PTY) LTD who shall not thereby be precluded from exercising any rights against the Customer which may have arisen in the past, or which may arise in the future.

18. BREACH

18.1 Should the Customer fail to make any payment to Fire Check (PTY) LTD under any contract, or should the Customer be in breach of any of the provisions of these standard terms and conditions of sale and fail to remedy such breach within seven days after receiving a written demand that it be remedied, Fire Check (PTY) LTD shall be entitled, without prejudice to any alternative or additional right of action or remedy available to Fire Check (PTY) LTD to cancel any contract with the Customer with immediate effect.

18.2 Fire Check (PTY) LTD shall be entitled to immediately repossess all Products supplied to the Customer and not yet paid for.

19. LEGAL COSTS

19.1 In the event that any legal action is taken, or any amount remains outstanding and Fire Check (PTY) LTD instructs attorneys to recover such unpaid costs, the Customer shall be liable for all legal costs incurred by Fire Check (PTY) LTD.

20. APPLICABLE LAW

20.1 All transactions shall be governed in all respects by, and shall be construed according to the laws of the Republic of South Africa.

20.2 Subject to the CPA, the Customer agrees and consents in terms of Section 45 of the MCA to the jurisdiction of a Magistrate's Court having jurisdiction in respect of the Customer or the claim in terms of Section 28 of the MCA in respect of any proceedings or claims or action being instituted against the Customer by Fire Check (PTY) LTD in terms hereof or otherwise, notwithstanding that the amount of such claim may exceed the jurisdiction of such Magistrate's Court, provided that Fire Check (PTY) LTD may in its discretion be entitled to bring such proceedings in any other court of competent jurisdiction, the Customer agreeing and submitting itself to the jurisdiction of the KwaZulu-Natal, Durban Division of the High Court of South Africa or any other division of the High Court of South Africa chosen by Fire Check (PTY) LTD in the event of Fire Check (PTY) LTD exercising its rights in terms hereof.

21. DOMICILIUM

21.1 The Customer chooses its *domicilium citandi et executandi* as at the address as reflected in the "Application for Account/Credit Facilities".

22. THE CREDIT ACT

- 22.1 Notwithstanding the preceding provisions of these terms and conditions, in the event that the Credit Act is applicable to this agreement, then:
- 22.1.1 Should the purchase price of any Products sold not be paid to Fire Check (PTY) LTD under its payment terms reflected in 4.1, then an incidental credit agreement shall be deemed to be concluded in respect of the sale in question, 20 (twenty) business days after Fire Check (PTY) LTD first charges interest on the amount due in terms of such sale; and
- 22.1.2 The Credit Act, in so far as it applies to an incidental credit agreement, shall apply to the sale of the Products by Fire Check (PTY) LTD to the Customer.
- 22.2 Fire Check (PTY) LTD shall be obligated to comply with the Credit Act before being entitled to proceed in terms of clauses 6.3 and 18 and before commencing any legal proceedings against the Customer to enforce this agreement; and
- 22.3 Fire Check (PTY) LTD shall be entitled to recover from the Customer all costs and charges permitted in terms of the Credit Act, including, in the event of a payment default, collection cost and default administration charges.