

## GENERAL TERMS & CONDITIONS OF SUPPLY

**1. General.** Any commercial quotations, proposals, offers of sale or offers to provide services ("Quotation(s)") by **The Forklift Business (Pty) Ltd** ("Supplier") to the customer identified in the relevant Quotation ("Purchaser") to which these General Terms and Conditions of Sale (the "General Conditions") are attached or referenced are based on the terms and conditions stated herein. Any additional terms specified in the Quotation shall have effect in conjunction with but subject to these General Conditions. Unless otherwise provided in the Quotation, offers are subject to availability and good for acceptance period of thirty (30) days from the date of the date of Quotation unless earlier rescinded by Supplier. Any order placed by Purchaser shall constitute an acceptance of the terms of the Quotation, including these General Conditions. The Quotation expressly limits acceptance to the terms and conditions of the Quotation, including but not limited to these General Conditions, and Supplier expressly objects to any different or additional terms in any Purchaser purchase order or other ordering or acknowledgment documentation.

**2. Interpretation.** Where these General Conditions refer to the "Supplier's website", such reference shall be read to mean <http://www.tfbusiness.co.za> or successor thereof, as constituted as the Date of Contract unless expressly stated otherwise. Supplier reserves the right to change the content of its website from time to time without notice. Where necessary and requested, Supplier will provide details of Supplier's website content in hard copy or other reasonable format. Headings are for ease of reference only and shall not affect or limit interpretation or otherwise form part of the contract.

**3. Prices.** Prices quoted by Supplier are subject to change without notice.

**4. Optional Purchases:** Where a Quotation includes mutually exclusive options and Purchaser has indicated their intention, by initialling or otherwise, to purchase more than one such option, then, unless expressly agreed otherwise in a separate written agreement, Purchaser shall be deemed to have purchased only the lowest priced mutually exclusive option. Supplier's determination of what constitutes a "mutually exclusive option" shall be final.

**5. Delivery or Performance.** Subject to clause 10, as at the date of delivery, the goods and services shall be substantially as described in the Quotation and Supplier's website, as applicable. Delivery of goods shall be made by transfer to the first carrier for shipment to Purchaser or Purchaser's consignee. Services will be performed at the locations defined in the Quotation or, if not so specified, at Supplier's premises or other location(s) of Supplier's choice. Supplier's stated delivery or performance dates are an estimate only based upon Supplier's best judgment and Supplier shall not be responsible for deliveries or performance later than promised regardless of the cause. Delivery periods are projected from the anticipated date of receipt of an order by Supplier. If goods to be furnished by Supplier are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Supplier's receipt of complete manufacturing information, including necessary blueprints and specifications, Purchaser's acceptance of said blueprints and specifications and the exchange of other information necessary for production. Purchaser shall not defer or refuse delivery of goods and services when tendered by Supplier on or after the stated date for delivery and, if Purchaser does, then Supplier may charge and Purchaser shall pay for storage of the goods or aborted service costs and expenses at Supplier's then current rates and, in its sole discretion and without prejudice to any other rights or remedies available, Supplier may without further notice to Purchaser dispose of any such goods at any time after thirty (30) days from Supplier's stated date for delivery. Supplier shall not be obliged to perform and shall be released from any and all liability if: (i) the relevant goods are no longer available at the date of Purchaser's order; (ii) if Purchaser fails to satisfy Supplier's credit checks or other similar inquiries; or (iii) if Purchaser fails to comply with its obligations under clause 18, provided that Supplier notifies Purchaser verbally, by email, in writing or by any other reasonable means.

**6. Transportation.** Supplier shall deliver goods to Purchaser's place of business identified in the Quotation or, if not so specified, to Purchaser's place of business nearest to Supplier's premises at which the goods are prepared. Unless otherwise expressly stated in the Quotation, prices quoted for goods exclude delivery charges, which Purchaser will pay at Supplier's quoted rates. At delivery, purchaser shall be responsible for providing all loading and unloading resources and facilities at its own risk and expense.

**7. Title and Risk.** Supplier's responsibility for the goods shall cease and all risk of loss and/or damage shall become Purchaser's upon delivery of the goods to the first carrier for shipment to Purchaser or Purchaser's consignee, and any and all claims for shortages, deliveries, damages or non-delivery must be made by Purchaser or Purchaser's consignee to the carrier. In no event shall Supplier be responsible for any shortages in shipment unless notice of such shortage is given in writing to Supplier within 15 days after receipt of shipment. Title to goods shall not pass to Purchaser until Supplier has received payment in full (in cash or cleared funds) for: (i) such goods; and (ii) all other sums which are or which become due to Supplier from Purchaser for supply of goods, services or on any account. Until title to goods has passed to Purchaser, Purchaser shall: (i) hold such goods on a fiduciary basis as Supplier's bailee; (ii) store such goods separately from all other goods held by Purchaser so that they remain readily identifiable as Supplier's property; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to such goods; and (iv) maintain such goods in satisfactory condition and keep them insured on Supplier's behalf for their full price against all risks with an insurer that is reasonably acceptable to Supplier. On request Purchaser shall allow Supplier to inspect such goods and the insurance policy. If before title to goods passes to Purchaser, Purchaser becomes insolvent or ceases to carry on its business for any reason, then, provided that such goods have not been resold and without limiting any other right or remedy Supplier may have, Supplier may at any time require Purchaser to deliver up such goods and, if Purchaser fails to do so promptly, enter any premises of Purchaser or of any third party where the relevant goods are stored in order to recover them.

**8. Services.** If the Quotation includes services, then: (i) services shall be as described in Quotation and Supplier's website; (ii) availability of specific service packages may be limited to specific transaction types, as described in the Quotation and Supplier's website; (iii) Supplier's obligation to provide services shall be limited to the specific number of trucks or other items of equipment identified in the Quotation (and, if no such quantity is specified, it shall be a single item); (iv) if equipment is used in a more demanding application than defined in any application survey provided by Supplier then Supplier reserves the right to charge and Purchaser shall pay additional fees for maintenance for such equipment at Supplier's then current rates applied to use of similar equipment in a similar application; (v) if a service restriction or limitation imposed by Supplier (including any

Initials

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