

**BOLT PROJECTS PROPRIETARY LIMITED T/A SANITATION FOR AFRICA
(REGISTRATION NUMBER: 2001/029 933/07)**

(hereinafter referred to as "SFA")

GENERAL TERMS AND CONDITIONS IN RESPECT OF THE SUPPLY OF GOODS

1. In these terms and conditions –
 - 1.1. the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings -
 - 1.1.1. "accepted quotation" means a written confirmation or signed SFA quotation (without amendments) sent by the customer to SFA as contemplated in clause 3.3, which accepted quotation shall be deemed to be incorporated in and form part of these terms and conditions;
 - 1.1.2. "the customer" means the entity defined as the customer in the SFA quotation, which customer requires the goods to be supplied by SFA as set out in the quotation and in accordance with the provisions of these terms and conditions;
 - 1.1.3. "goods" means the portable sanitation products and chemicals and/ or any other products and/or services agreed in writing between the customer and SFA, to be supplied by SFA to the customer in accordance with the provisions of clause 3, as set out in the SFA quotation;
 - 1.1.4. "parties" means SFA and the customer and "party" means any one of them;
 - 1.1.5. "prices" means the purchase prices (exclusive of VAT) at which the goods shall be purchased by the customer and supplied by SFA as set out in the SFA quotation;
 - 1.1.6. "SFA quotation" means a written quotation sent the SFA to the customer as contemplated in clause 3.3, setting out, *inter alia*, the details in respect of the goods to be supplied by SFA to the customer and the prices in respect thereof, which shall include, separate line items for VAT and delivery costs (if applicable);
 - 1.1.7. "terms and conditions" means these terms and conditions;
 - 1.1.8. "VAT" means Value-Added Tax in terms of the Value-Added Tax Act, 1991 (Act No. 89 of 1991).
2. **INCORPORATION OF ACCEPTED QUOTATION**

The accepted quotation shall be deemed to be incorporated in and form part of these terms and conditions.
3. **ORDERS FOR PRODUCTS**
 - 3.1. Orders must be in writing or verbal, whether by electronic mail, telephonically or by way of delivery of a written order to SFA. Each order placed by the customer on SFA shall state the type and quantity of the goods required by the customer and whether the goods will be collected by the customer from SFA premises or delivered to customer premises. If delivery is required, the order must stipulate the correct delivery address.
 - 3.2. SFA shall within three business days of receipt of any order, either accept (by transmitting the SFA quotation to the customer, which quotation shall set out delivery costs if the order states that delivery is required) or reject the order in writing and transmit a copy of such rejected order to the customer. The order may be accepted by SFA subject to any variation or modification required by SFA, having regard to, *inter alia*, stock levels.
 - 3.3. No order shall be binding on SFA unless a SFA quotation has been transmitted to the customer and the customer has sent an accepted quotation to SFA.
 - 3.4. If the customer accepts the SFA quotation, it shall send an accepted quotation to SFA, within 14 (fourteen) days of the date of the SFA quotation. If the customer does not send an accepted quotation within the period of time stipulated, unless otherwise agreed in writing by SFA, such SFA quotation shall lapse and the customer shall not be entitled to rely on that SFA quotation. In such cases, the customer shall submit a new order to SFA.
 - 3.5. Upon receipt by SFA of an accepted quotation, the customer shall be deemed to have accepted these terms and conditions and shall abide by the relevant SFA quotation and these terms and conditions.
 - 3.6. **THE CUSTOMER SHALL NOT BE ENTITLED FOR ANY REASON WHATSOEVER TO CANCEL ANY ORDER ONCE AN ACCEPTED QUOTATION HAS BEEN SENT TO SFA, UNLESS AGREED TO IN WRITING BY A DESIGNATED MANAGER OF SFA WHO HAS THE REQUISITE AUTHORITY TO DO SO. ANY ORDER CANCELLED BY THE CUSTOMER IN TERMS OF THIS CLAUSE 3.6, WILL INCUR A 2.5% SERVICE CHARGE, SAVE FOR ORDERS OF CUSTOMIZED GOODS WHICH SHALL INCURE A 25% SERVICE CHARGE. ALL REFUNDS IN RESPECT OF CANCELLED ORDERS IN TERMS OF THIS CLAUSE 3.6, WILL BE PAID WITHIN 10 DAYS OF VERIFICATION BY SFA'S FINANCE MANAGER OF THE AMOUNT DUE TO THE CUSTOMER.**
 - 3.7. All orders are subject to stock availability and SFA will not be held liable for any losses (including consequential losses and loss of profits), injuries, claims, damages, expenses and/or costs incurred by the customer or any third party as a result of failure to supply the goods. The customer hereby indemnifies SFA against all such losses, claims, injuries, damages, expenses and/or costs.

4. **PRICES AND PAYMENT FOR GOODS**

- 4.1. SFA shall supply the goods to the customer at the prices more fully set out in the SFA quotation. All prices are strictly net and no additional discounts shall apply. Save for manifest errors determined by SFA in its discretion, the prices reflected in the SFA quotation (including costs of delivery, if applicable) are binding on the customer.
- 4.2. SFA quotations are based upon ruling prices determined by SFA as at the date thereof, and are subject to increase in accordance with any increase in respect of the cost of materials, customs duties, increase in rates of wages, variations in foreign currency rates of exchange or in any other increase in costs of materials, commodities, or services beyond the control of SFA. Accordingly, all price quotations given verbally or telephonically by SFA shall not be binding on SFA unless set out in the relevant SFA quotation.
- 4.3. Payment for the goods and for amounts charged for delivery (if applicable), plus VAT, shall be made by the customer to SFA within 7 (seven) days of receipt by SFA of an accepted quotation and shall be made by electronic funds transfer, without set-off or deduction of any nature whatsoever, directly into SFA's nominated bank account as set out in each SFA quotation. No goods will be released for delivery or collection, until full payment has been made and bank clearance has been received by SFA.
- 4.4. No cheques, cash or cash deposits will be accepted.
- 4.5. Strictly no accounts will be given by SFA. All orders must be paid for upfront by the customer.
- 4.6. Upon receipt of payment by SFA, SFA shall provide the customer with a tax invoice, which shall stipulate the price at which the relevant goods are supplied to the customer, plus VAT, .

5. **DELIVERY/COLLECTION OF GOODS**

- 5.1. SFA will notify the customer when goods are ready for collection from SFA premises. Goods must be collected by the customer within 7 days of such notification, failing which, storage costs shall be charged by SFA in its sole and absolute discretion.
- 5.2. Customer is responsible for checking the goods upon collection, including quality, quantities and specifications and goods shall be deemed to be in a satisfactory condition and acceptable to the customer (save for defects which cannot be detected upon reasonable observation) upon signature by the customer or its employee or agent of a collection note. All risks and benefits in and to the goods shall pass to the customer upon collection.
- 5.3. SFA outsources all deliveries, in cases where the customer requests delivery in the relevant order. The delivery costs shall be stipulated in the relevant invoice. SFA shall procure that the goods shall be delivered to the customer's chosen address set out in the SFA quotation. Delivery of the products by SFA's freight subcontractor is on a "carriage and insurance paid to" (CIP) basis in terms of Incoterms, 2020, which means that the risk of damage or loss to the goods being transported transfers from SFA to the customer as soon as the goods are delivered to SFA's freight service provider. SFA shall make every effort to procure delivery timeously, but late delivery shall not render SFA liable to any claims for damages of whatsoever nature, nor shall late delivery constitute a ground for cancellation, or repudiation of the relevant order.
- 5.4. All exported goods shall exclude VAT. All clearing and taxes payable on goods supplied outside of South Africa, shall be borne and paid for by the customer.
- 5.5. The onus is on the customer to satisfy itself as to the condition of the goods and whether such goods will meet its requirements and shall have no claim against SFA in respect of the fitness for purpose of the goods. The customer hereby indemnifies SFA against any losses and claims in this regard.
- 5.6. Notwithstanding delivery of the goods to the customer, ownership in and to the goods shall at all times remain vested in SFA until such time as the purchase price in respect of such goods has been paid by the customer, in full, whereafter ownership in and to the goods shall pass to the customer.
- 5.7. The customer is responsible for all installation and commissioning of the goods.

6. **WARRANTY AND LIMITATION OF LIABILITY**

- 6.1. Save for the warranty referred to in clause 6.2, the goods are sold to the customer without any representations or warranties of any nature whatsoever, whether express or implied. Any warranties implied by statute, common law, or otherwise, are excluded, and no representations are made or are binding on SFA unless reduced to writing and signed by SFA.
- 6.2. **SAVE FOR THE WARRANTY REFERRED TO IN CLAUSE 6.2, THE CUSTOMER ACKNOWLEDGES THAT THE GOODS ARE SOLD AND PURCHASED ON AN "AS IS" BASIS AND NEITHER SFA NOR ANY OF ITS SHAREHOLDERS, DIRECTORS, AGENTS OR EMPLOYEES ("INDEMNIFIED PARTIES") WILL BE HELD LIABLE FOR ANY LOSSES (INCLUDING INDIRECT, CONSEQUENTIAL LOSSES AND LOSS OF PROFITS), INJURIES OR DAMAGES, CLAIMS, EXPENSES AND/OR COSTS SUSTAINED BY THE CUSTOMER OR ANY THIRD PARTY ARISING FROM THE SUPPLY, USE, APPLICATION, AND/OR STORAGE OF THE GOODS OR ANY LOSS ARISING FROM ANY OTHER CAUSE OF WHATSOEVER NATURE, OR HOWSOEVER ARISING OR CAUSED, EITHER WHOLLY OR PARTLY BEYOND THE CONTROL OF THE INDEMNIFIED PARTIES OR ARISING OUT OF ANY ACT OR OMISSION BY THE CUSTOMER OR ANY OTHER PARTY. THE CUSTOMER HERBY INDEMNIFIES THE INDEMNIFIED PARTIES AGAINST ALL SUCH**

LOSSES, CLAIMS, INJURIES, DAMAGES, EXPENSES AND/OR COSTS WHICH MAY BE MADE AGAINST ANY OF THEM ARISING OUT OF ANY OF THE AFOREGOING OCCURRENCES.

- 6.3. Portable sanitation products are limited to a 6 (six) month Factory Carry In Warranty. If the customer wishes to claim on this warranty, it must forthwith and as soon as any defects are detected, deliver to SFA a copy of the relevant invoice and a photo of the precise defect/s. SFA shall inspect such photo/s to determine whether the goods are defective. The customer shall, at its own cost and expense, transport the defective goods to the factory designated by SFA for physical inspection.
- 6.4. Should SFA determine in its sole and absolute discretion that the goods are found to be defective, through no fault of the customer and provided that the goods have not been damaged during transportation, SFA shall procure that such goods are either repaired or replaced by the manufacturer or shall refund the purchase price in respect of the defective goods to the customer (at SFA's sole discretion). If no written notification (including relevant invoice and a photo of the precise defect/s) is received by SFA, within the aforesaid warrant period, the customer shall be deemed to have accepted the order and the goods in a proper and complete condition and shall have no further claims against SFA in respect of any defects.
- 6.5. Chemical Sachet products must be used in accordance with the following specifications-
- 6.5.1. service period for hygienic toilet, is limited to 7 days;
- 6.5.2. 20 litres of fresh water must be mixed per sachet for servicing
- 6.5.3. the operators should wear gloves at all times when handling the chemicals and servicing the toilets; and
- 6.5.4. the customer must strictly adhere to the chemical sachets' shelf life of 12 (Twelve) months.

7. **GENERAL**

- 7.1. These terms and conditions shall be subject to and interpreted in accordance with the laws of the Republic of South Africa.
- 7.2. These terms and conditions, the accepted quotation and the invoice contain the entire agreement between the parties in regard to the subject matter hereof and supersede and negate all prior agreements.
- 7.3. The headings in these terms and conditions are for reference purposes only and shall not affect interpretation.