

STANDARD TERMS AND CONDITIONS OF SALE**1. GENERAL:**

1.1. These Terms and Conditions shall apply to every quotation, order and agreement between Lasec SA (Pty) Ltd ("the Company") and you, "the Client", and shall also apply to any products supplied to the Client by third parties engaged by the Company.

1.2. The Company reserves the right to amend Terms and Conditions as necessary.

1.3. Any reference by the Client to its own purchasing terms, or other terms and conditions, shall not be accepted by the Company and shall not be incorporated by reference into these Terms and Conditions.

1.4. These Terms and Conditions are governed by the laws of the Republic of South Africa.

1.5. If any provision of these Terms and Conditions is rendered void, illegal or unenforceable in any respect under any law it shall be severable from these Terms and Conditions, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.6. Any indulgence of extension of time granted by the Company to the Client shall not be construed as a waiver or variation of any of the Company's rights or remedies.

2. QUOTATIONS:

2.1. All prices quoted by the Company exclude Value Added Tax.

2.2. Any quotation by the Company is valid and open for acceptance for a period of 30 (thirty) days from the date of the quotation unless the Company agrees otherwise in writing.

2.3. Any quotation provided by the Company may be affected if there is any change to:

2.3.1. the quantities of products to be ordered;

2.3.2. ruling exchange rates, duties and surcharges levied by the relevant authorities, and transport costs and clearing agent charges; and/or

2.3.3. supplier pricing applicable at the date of the quotation.

The Company accordingly reserves the right to revise the prices for certain products in the event that any of the factors listed above have changed between the quotation date and the date on which the Purchase Order is received from the Client and will provide an updated quotation prior to order processing.

2.4. If a quotation is provided with any products noted as existing stock on hand, such quote is subject to the condition that said products have not been sold before the order is confirmed by the Client.

3. ACCEPTANCE OF QUOTATIONS/PLACING OF ORDERS:

3.1. The Client may accept a quotation and place an order by returning an authorised official Purchase Order document to the Company.

3.2. The placing of any order for any products or services offered by the Company shall be deemed to constitute acceptance of these Terms and Conditions.

4. CREDIT FACILITIES:

The Company may, at its sole discretion, provide credit facilities to certain of its Clients. Provided that the Client meets the Company's credit requirements and conditions, the Invoiced Amount shall be payable by the Client within 30 (thirty) days from the date of statement.

5. PAYMENT – ACCOUNT-HOLDERS:

5.1. On delivery of the goods, the Company will issue an invoice to the Client for all amounts owing in terms of the order ("the Invoiced Amount").

5.2. Subject to the provisions of paragraph 4, payment of the Invoiced Amount must be received by the Company in full within 30 (thirty) days of the date of the statement, either in cash, or by means of an electronic funds transfer, free of any deductions, bank charges and offsets.

5.3. The Company reserves the right to request a deposit of a minimum of 50% of the Purchase Order Amount from the Client at the time of placing the order, where the order is in respect of any products:

5.3.1. to be specially imported; or

5.3.2. which are subject to the Client's specific requirements; or

5.3.3. which do not ordinarily comprise part of the Company's product offering.

5.4. The Client is to provide proof of payment of any Invoiced Amount or deposit to the Company.

5.5. In the event that any amount is not paid on the due date for said payment, the Company shall be entitled, without prejudice to any other rights it may have against the Client, to levy interest on such overdue and/or outstanding amounts (at the highest applicable rate allowed by law). Interest shall be calculated from the due date of payment until the actual date on which payment is received.

5.6. Any payments received from a Client shall be applied to the Client's indebtedness with the Company at the Company's sole discretion.

6. PAYMENT - NON ACCOUNT-HOLDERS:

6.1. The Client shall pay 100% of the Pro-Forma Invoiced Amount at the time of placing the order.

6.2. No order shall be placed with the supplier by the Company prior to payment of the Pro-Forma Invoiced Amount being received in full.

7. PENALTIES AND DAMAGES:

7.1. In the event that a Client cancels an order, then the Company shall be entitled to:

7.1.1. retain any deposit paid by the Client; or

7.1.2. charge the Client costs that may have been incurred by the Company as a result of any cancelled order, including an administration fee, whichever is the greater.

7.2. In the event that the Client proposes to cancel an order which was placed in relation to any product or equipment to be specifically manufactured or modified to the Client's specifications, the Company shall be entitled to refuse to return any amounts paid in connection with such order, and no credit shall be granted on the return of such product.

8. DELIVERY AND RISK:

8.1. The quotation provided by the Company may include an estimated delivery date. The period specified for delivery on the Company's quotation shall commence from final settlement of specifications or final approval by the Client of a sample, if relevant, or payment of the deposit and not from the date of acceptance of an order, tender or contract.

8.2. Delivery times provided to the Client are of an indicative nature only. Accordingly, the Company shall not be liable for any delays in circumstances where it has not expressly guaranteed a delivery time or date. The Client shall not be entitled to terminate these Terms and Conditions or cancel any order, nor shall the Company be liable to the Client for any loss or damage arising from a delay in delivery of any order.

8.3. The Company cannot always guarantee the availability of products.

8.4.1. Delivery is free of charge to main centres for orders of R1,500.00 (excl. VAT) or more and shall be made to street level at the address provided by the Client. It excludes any off-loading from the delivery vehicle, positioning and set-up of the purchased products, unless otherwise agreed to in writing between the Company and the Client.

Special delivery requirements such as tail-lift trucks, additional labour or hazardous materials (Hazmat) packaging, will attract additional charges.

The Client shall provide, at its own cost, the necessary labour, equipment or facilities required for the off-loading of products from the delivery vehicle and placement thereof at the premises of the Client.

8.4.2. All costs associated with deliveries outside of main centres will be for the account of the Client.

8.5. Loss or Damage in transit:

8.5.1. The Company shall accept responsibility for any damages or shortages in or loss of products in transit only where it delivers the goods, and provided that the Client reports such damage, shortage or loss in writing within 7 (seven) days of the delivery date.

8.5.2. The risk in respect of products purchased passes to the Client immediately when the order is collected from the Company's warehouse by the Client or by a third party nominated by the Client.

The Client shall take out the appropriate insurance cover in respect of said products in transit.

8.6 Redelivery

8.6.1 Lasec reserves the right to levy redelivery charges to the Client's account in cases whereby delivery was executed as per instruction and Client information available, but for all foreseen, and unforeseen reasons the Client was unable to take receipt of the products ordered as per the delivery schedule.

8.6.2 It is the Client's responsibility to inform Lasec of their intent to request redelivery within 36 hours of the failed delivery.

9. ADDITIONAL SERVICES:

All quotations exclude the Company's charges with regard to installation, commissioning, calibration and validation of equipment, unless explicitly specified on the quotation and associated order.

10. OWNERSHIP:

10.1 Notwithstanding delivery of any product, the ownership of all products sold remains vested in the Company until the Invoiced Amount has been paid in full.

10.2 Where identical goods not bearing serial numbers are sold under different invoices and then on-sold by the Client, same shall be deemed to have been on sold on a "first in - first out" basis.

11 END USE:

The Client is solely responsible for confirming the suitability of any product for the use contemplated by the Client.

12 TOLERANCES:

All products supplied by the Company, will be manufactured within limits and tolerances which are reasonable in the trade and meet any regulatory standards which may be applicable in law. If any special accuracy with regard to limits and tolerances is required, the Client must state, in writing, the required maximum and minimum limits.

13 WARRANTIES:

13.1 The Company will use its best endeavours to ensure that goods are supplied in working order and compliant with applicable specifications.

13.2 Unless the Client has specifically informed the Company of the intended use of the product, the Company does not warrant that the Products purchased by the Client will be fit for the intended purpose. In any event, where the Client has ordered any product or equipment which requires particular calibration or modifications to fit such purpose, the Company shall not provide any warranty for same, and the Client shall be obliged to rely on the manufacturer's warranty, if any.

13.3 The Company warrants that any product supplied by it shall be free of defects in workmanship which may arise during a period of 1 (one) year, determined from the date on which the product is invoiced ("Warranty Period"), subject to the following provisions of this paragraph

13.3.1 The liability of the Company shall be limited to the replacement or repair of the product or any part thereof in order to eliminate any defect in workmanship or materials, which defects the Company shall have been notified of in writing by the Client within 48 (forty eight) hours after the defect arises (and which notice shall specify the alleged defect), provided that the Company shall have been given a reasonable opportunity to inspect any alleged defect and provided further that:

13.3.2 the products have been subject to normal use in a manner which is consistent with the specification, functionality and service standards described in the relevant product description;

13.3.3 reasonable care has been taken of the product/equipment, and it has only been subjected to normal wear and tear;

13.3.4 the products have been correctly stored, in accordance with the regulatory requirements, or manufacturer's instructions;

13.3.5 the fault has not been caused or contributed to by wilful or negligent damage, or any accident, or being in environmental conditions harmful to the product, or by third party software or hardware, which has not been supplied by the Company and/or the relevant manufacturer.

13.3.6 sensitive instruments have been connected to a stable power supply or an uninterrupted power supply with surge protection, in regions where power supply is not stable.

13.3.7 the part which develops the fault has not been previously modified or repaired by any third party;

13.3.8 any equipment is operated and maintained in a manner which is consistent with the Company's or the manufacturer's operating instructions; and

13.3.9 any equipment is operated by persons suitably trained to use same.

13.4 The Company's obligation to repair or replace under paragraph 13.3 above does not apply to:

13.4.1 consumable components;

13.4.2 parts which are not critical to the product's proper function, or

13.4.3 cosmetic features of the product.

13.4.4 freight from and back to Client premises.

13.5 The Client shall provide the Company with a copy of the original invoice for the product and prepay all freight charges to return any products to the Company. All claims must be accompanied by full particulars, including operating conditions, if applicable.

13.6 It is required that specific equipment supplied by the Company be installed and commissioned by the Company's technical personnel and will be quoted as a separate charge. Should this not be accepted by the Client, the correct operation of that equipment cannot be guaranteed. In this case, the warranty set out in this paragraph will be void and the Company will not be liable for any malfunctioning and/or damage to said equipment, or any other part of the laboratory to which the equipment is connected.

13.7 Save for the aforementioned warranties, the Company gives no further warranties of whatsoever nature in relation to the products or equipment sold and/or the services provided in terms of these Terms and Conditions.

14 INDEMNITIES:

14.1 Save as expressly set out herein, the Company shall under no circumstances whatsoever be liable to the Client, including, without limitation, as a result of or in connection with the Company's negligent (including grossly negligent) acts or omissions or those of its agents or designees or other persons for whom in law it may be liable (in whose favour this constitutes a contract or undertaking for their benefit), for any indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was foreseen or reasonably foreseeable), sustained by the Client, any other recipient of the products, or any other person arising from or as a result of any sale concluded in terms of these Terms and Conditions, the delivery, non-delivery, incorrect, erroneous or late delivery, the use, operation, possession or consumption of the products or equipment.

14.2 The Client hereby agrees that it will indemnify the Company and hold the Company harmless and fully indemnified from and against any loss or damage suffered or liability incurred, including without limitation in respect of any claim or demand by any third party by reason of any act or omission on the part of the Client or that of any employee, agent or representative acting on its behalf in connection with orders placed in terms of these Terms and Conditions and/or in relation to receipt of products or equipment supplied by the Company pursuant to any such order.

15 RETURNS:

15.1 Goods may only be returned for credit if authorised in writing by the Company.

15.2 The Company will only consider accepting products for credit if notified by the Client in writing within 7 (seven) days after date of invoice.

15.3 The Company shall be entitled, at its discretion, to charge a minimum handling charge of 15% (fifteen percent) of the quoted price of a product returned to the Company for credit.

15.4 All costs associated with returning such products to the Company shall be for the account of the Client.

15.5 All goods returned must be in its original packaging and must be fit for transport.

15.6 The Company will only accept the return of chemicals as a result of an error by the Company.

16 RESPONSIBILITY:

It shall be the Client's sole responsibility to be familiar with regulations that might concern the installation, storage, use or disposal of the products or operation of any equipment ordered. The Company shall not be held responsible for any penalties or restrictions from the contravention of any regulatory obligation.

17 CESSION OR ASSIGNMENT:

The Client shall not be entitled to cede, assign or delegate any of its rights and/or obligations which it may have in terms of these Terms and Conditions to any third party, without the prior written consent of the Company.

18 LIMITATION OF LIABILITY:

18.1 Save for any liability in terms of paragraph 13, and notwithstanding any of the other provisions of these Terms and Conditions, the Company shall not be liable to the Client or any third party for any claim for loss, expense or damages (including indirect damages, special damages or consequential damages or loss of profits), injury or death to any persons of whatsoever nature and howsoever arising against the Company or its employees (whether in terms of the Consumer Protection Act, No 68 of 2008 or otherwise).

18.2 The Client hereby indemnifies and holds the Company harmless against any claim made by any third party for loss, damage, injury or death as a result of or in connection with the installation, storage, use or disposal of the products, or operation of any equipment once same has been delivered to the Client.

19 FAILURE TO PERFORM:

19.1 Should the Company fail to perform any of its obligations in terms of these Terms and Conditions as a result of:

19.1.1 an inability to secure labour, materials or supplies despite having taken all reasonable steps to procure same;

19.1.2 any act of God, fires, floods, explosions, riots, civil unrest, war, rebellion, sabotage, strike, lock-out or other labour dispute or legislation; or

19.1.3 any other cause beyond the control of the Company,

then notwithstanding anything to the contrary contained or implied in these Terms and Conditions, the Client shall not be entitled to terminate these Terms and Conditions, nor shall it have any claim of whatsoever nature against the Company.

19.2 If, in these circumstances, the Company has already partly performed its obligations, or can only partly perform its obligations, it shall be entitled to payment for the part already invoiced and delivered, or the part which can be invoiced and delivered, and the Client shall be obliged to such invoices as if it were a separate contract.

20 THE LASEC BRAND:

20.1 Nothing contained in this Agreement shall be construed as granting to the Client any license or other right with respect to the Lasec brand.

20.2 The Client acknowledges that the Lasec brand shall remain the sole and exclusive property of the Company, and the Client shall in no way dispute the Company's right thereto and shall not in any way make use of the Lasec brand without the prior written consent of the Company in each instance.

20.3 The Client hereby undertakes to, and in favour of the Company, not do anything or omit to do anything which may negatively affect the reputation and credibility of the Lasec brand and/or the goodwill of the Company.

21 BREACH AND TERMINATION:

In the event that the Client breaches any of these Terms and Conditions, and fails to make good the specified default after having been given 7 (seven) days' written notice of same and/or fails to pay an amount due and payable by it to the Company, and/or suffers any civil judgement taken or entered against it, and/or causes a notice of surrender of his estate to be published in terms of the Insolvency Act No. 24 of 1936 (as amended), and/or suffers its estate being placed under provisional or final sequestration, liquidation or business rescue proceedings, then the full amount of the Client's indebtedness to the Company shall immediately become due, owing and payable and the Company shall be entitled without prejudice to any other rights that it may have, either in terms hereof or in law to:

21.1 suspend performance of any of its obligations, (including the suspension of further delivery to the Client) under these Terms and Conditions or any other agreement until such time as payment is received and/or the breach in question is remedied; and/or

21.2 claim damages and/or enforce payment in full of the balance of the Invoiced Amount then outstanding together with any accrued interest and all other costs payable; and/or

21.3 cancel these Terms and Conditions.

22 SETTLEMENT OF DISPUTES:

Save for any dispute which relates to the failure by the Client to pay an invoice issued by the Company, any dispute or difference arising from any order placed by a Client shall be determined by submitting the dispute to both the Managing Director of the Company and the Client for resolution, and failing resolution, by means of mediation. In the event that a mediated outcome is not achieved within 14 (fourteen) days, the dispute shall be referred to arbitration and the Arbitration Act of 1965 shall apply. The parties shall agree on the identity of a mediator or an arbitrator (as the case may be) within 5 (five) days of the dispute being submitted to mediation or arbitration, and failing agreement between them, the mediator/ arbitrator shall be appointed by the President for the time-being of the Cape Law Society.

23 CERTIFICATE OF INDEBTEDNESS:

The Client hereby agrees and acknowledges that for all or any purposes whatsoever, including the purpose of any action by the Company against the Client, either for provisional sentence, summary judgement or otherwise, a certificate signed by a director of the Company (whose authority it shall not be necessary to prove) certifying or purporting to certify that an amount is owing by the Client to the Company, shall be sufficient and satisfactory prima facie proof of the correctness of the amount or amounts and facts therein contained.

24 LEGAL PROCEEDINGS AND JURISDICTION:

24.1 If it becomes necessary for the Company to institute legal proceedings against the Client in order to enforce any of its rights, either in terms of these Terms and Conditions or at common law, the Client shall be liable to pay all legal costs, including collection commission and tracing fees incurred by the Company, on the attorney and own Client scale.

24.2 Notwithstanding the amount of its claim, the Company shall be entitled but not obliged to institute action against the Client out of any Magistrate Court of competent jurisdiction and the Client shall be deemed hereby to have consented to such jurisdiction.

25 DOMICILIUM:

25.1 Any notices to be given to either party shall be in writing.

25.2 Any notices to be given to the Client shall be delivered by hand, electronic mail, sent by fax or by pre-paid registered post, to the Client at the address supplied to the Company for the purposes of any quotation offered by the Company.

25.3 Any notices to be given to the Company shall be delivered by hand or sent by pre-paid registered post to the Company at our registered office which is: 52 Old Mill Road, Ndabeni, Cape Town, 7405 Included therein, but not limited thereto, are decrees of government, Acts of God, strikes or other concerted act of workmen, , disruption of manufacture or commerce for political reasons.