

## CONDITIONS OF SALE

1. These conditions of sale are applicable to the purchase of poultry feeding equipment (the “goods”).
2. The Company reserves the right to do a credit inspection on the Customers Initial payment terms for international Customers will be an irrevocable Letter of Credit.
3. In respect of each delivery the Customer shall ensure that an authorised person will sign the necessary export documents/ delivery note, thereby acknowledging that the goods/material are correct according to the Commercial Invoice.
4. Delivery time, if notified to the Company, will be accepted in good faith and every endeavour will be made by the Company to deliver in due time, but the Company shall not be responsible for delays in delivery date due to the breakdown of machinery, strikes, Act of God, labour disputes, war, acts of terrorism, adverse weather, lockout, riot, vis majeure, civil commotion, fire, delays or transportation crises, accidents, regulations or orders of any Governmental or Statutory bodies or persons due to other causes beyond the Company’s control, including the non-availability of raw materials.
5. The Company hereby undertakes that the goods will comply with the Company’s specifications as in use at the time of delivery. If the specifications to the Customer’s Contract calls for a special design requirement, the Company will only be bound by such specifications if accepted in writing.
6. The Company shall not be liable for any claim arising out of the supply of the goods unless:
  - 6.1. Verbal notice is given to the Manager of the Company as soon as the claim is ascertained.
  - 6.2. The Customer must notify the Company in writing, detailing information regarding the defect(s) of the goods.
  - 6.3. The Company is given every reasonable opportunity and assistance to verify the correctness of any claim.
7. Procedure to be followed in respect of defective goods:
  - 7.1. The Customer must notify the Company in writing of such defective goods, specifying the quantity and reasons for the defect.
  - 7.2. The Company must request from the Customer a sample(s) of the defective goods.
  - 7.3. On receipt of the abovementioned sample(s) the Company will perform tests on the sample(s).
  - 7.4. If test results show defect(s), the Company will follow the procedure as set out in paragraph 8 below.
  - 7.5. If results show no defect(s), further negotiations will follow.
8. The Company’s liability for any defective goods shall be:
  - 8.1. The supply by the Company of replacement goods only after the defective goods have been returned to the Company, and only when the procedure as set forth hereinbefore has been complied with.
  - 8.2. The Company is not liable for any costs to effect the replacement of the defective goods, except freight and shipping charges incurred from the point of supply to the customer, to be returned to the company. Any other costs including distribution, return and technical replacement cost to and from the clients, agents and distributors of the customers, are specifically excluded.
  - 8.3. Under no circumstances shall the Company be held liable for any other damages of any nature, whether direct, consequential, loss of profits or otherwise arising from any breach of the terms hereof.
9. No waiver or alteration to any of these conditions will be binding on the Company unless accepted in writing.
10. All matters arising shall be subject to the laws of South Africa and legal action arising under these terms and conditions shall be litigated only in the appropriate court having jurisdiction in the Republic of South Africa, which court both parties acknowledge to have exclusive jurisdiction in relation to any legal action brought hereunder or in connection herewith.