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## **TERMS & CONDITIONS**

1. Wherever possible Tilvis Engineering will supply and fit goods as they appear in the accepted order. However, Tilvis Engineering reserves the right to change technical specifications to suit the product or project, but such alternative goods or specifications shall be of the same suitability and quality. The customer must make sure the product is suitable for their needs before ordering and Tilvis Engineering will not be liable for any claims after order has been processed.
2. Tilvis Engineering and the Customer hereby agree that until Tilvis Engineering has been paid in full for the goods comprised in this or any other sale contract between the parties
  - a. The goods comprised in the contract remain the property of Tilvis Engineering,
  - b. Tilvis Engineering may recover these goods at any time from the Customer if they are in the Customer's possession, if the amount outstanding from the Customer on general statement of account between the parties is in excess of the customer's credit limit. Should such an event occur and Tilvis Engineering its employees or agents may enter upon the land or building upon which goods are situated for the purpose of such recovery and the Customer hereby grants a right of entry which may not be revoked so long as the Customer retains Tilvis Engineering's equipment,
  - c. If the Customer incorporates such goods into other products or uses such goods as materials for other products, said product, or products, shall by the incorporation of Tilvis Engineering's product therein shall be the property of Tilvis Engineering and the Customer as bailey of them for Tilvis Engineering will store the same for a proper manner without charge to Tilvis Engineering,
  - d. The customer has the right to dispose of the goods or such other products in the course of this business for the account of Tilvis Engineering and to pass good title to the goods or products to this customer, being a bona fide purchaser for value without reasonable notice of the rights of Tilvis Engineering. In the event of such disposal as outlined, the customer has a fiduciary duty to Tilvis Engineering to account for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under this or any other sale contract between them and Tilvis Engineering has additional right to recover the customers purchase to extent unpaid. If Tilvis Engineering avails themselves of such right they will account to the customer for any such access as aforesaid less any expenses incurred by Tilvis Engineering in or about the recovery.

- e. If Tilvis Engineering does not achieve satisfactory payment for goods supplied and have pursue recovery of such goods the customer will be responsible to reimburse Tilvis Engineering in full for the total cost of recovery.
3. Risk shall not pass at the same time as property in the goods but will pass at the time of delivery and the customer should arrange insurance cover and /or security accordingly.
4. On delivery of goods and or services by Tilvis Engineering to the customer, the customer shall check all quantities and quality of goods and services delivered on receipt against the Customers order any shortages or service defect must be reported to Tilvis Engineering immediately, but no less than two hours after delivery of the goods or services. If the customer so fails to notify Tilvis Engineering the Customer will be deemed to have received all the goods and services as specified and in perfect working condition.
5. When any fault is found in the goods and services provided by Tilvis Engineering, Tilvis Engineering's liability shall be limited to the value of the goods and services supplied, or any defects in workmanship the liability of Tilvis Engineering shall be limited to the cost of remedying the defects in workmanship. Tilvis Engineering shall not be held liable for any other costs as a result of faulty goods or services. Tilvis Engineering shall not warrant any goods or services supplied to the Customer unless explicitly detailed in writing by Tilvis Engineering nor shall Tilvis Engineering under any circumstances warrant any goods supplied that may be classed as consumables or materials that may have published lifespan. There is no implied warranty for fitness of purpose or use or merchantability given and same is specifically waived by the Customer. The sole warranty given is that of the original manufacturer
6. Tilvis Engineering will not be responsible for any liability for consequential loss arising from faulty materials supplied or faulty workmanship or delay on deliveries or the use of any equipment or services supplied. Tilvis Engineering is also not responsible for any loss or damages of goods and human lives in transportation 3rd parties, freight and during installation.
7. If goods and or services supplied by Tilvis Engineering are in any way unsatisfactory, the customer must notify Tilvis Engineering by telephone, fax or email within 24 hours and must follow up in writing within seven days of the receipt of the goods and or services
8. All illustrations, drawings, catalogues and descriptive matter are of a generally informative nature only and do not form part of specification or description of the goods and or services except to the extent expressly incorporated in them in writing. All such illustrations, drawings, catalogues and descriptive matter submitted by Tilvis Engineering will remain the property of Tilvis Engineering and they shall not be disclosed to any third party without Tilvis Engineering written consent specifically authorizing such disclosure.
9. The Customer and Company hereby agree not at any time during or after the sale or supply of the service to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.
10. In the event of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, force majeure, flood, lock out, strikes of workmen or any other cause beyond control of Tilvis Engineering Tilvis Engineering shall be relieved of liabilities incurred under these conditions to the extent in which the fulfilment of such obligations is prevented or frustrated as a consequence of any such event as outlined above and Tilvis Engineering shall be at liberty to defer the date of installation, service or delivery to

cancel an order. If the contract is cancelled under this provision Tilvis Engineering shall be entitled to payment for all goods and services provided under the contract and to payment of a proportion of the price specified in the contract.

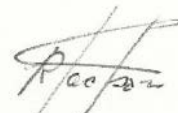
11. Warranty of goods is limited to 6 month for abrasive equipment and 3 Months on electrical equipment installed by Tilvis Engineering. Warranty will be voided if goods are not installed by a qualified certified technician. Warranty will be voided if goods are not serviced by a qualified certified technician every 6 months. Transport will not be covered by warranty, and for the customer to arrange and liability. A Call out fee will be charged by Tilvis Engineering to the customer if it is found that goods are not under a warranty claim. No loan equipment can be provided.
12. If provision of this document or portions thereof are held to be invalid under any applicable statute or rule of law, or regulation they are to that extent to be deemed omitted from the conditions of sale and the balance of this agreement shall remain in full force and effect.
13. Tilvis Engineering shall not be responsible for any error or omissions unknowingly excluded from its documentations.
14. These terms are automatically accepted with purchase and services of Tilvis Engineering Goods

We trust this quotation meets with your expectation and await your favourable reply.

Yours faithfully,



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