



Standard terms and conditions of sale

1. Application

The undermentioned terms and conditions of sale shall apply in Respect of all sales by Scandinavian Truck Parts (Pty) Ltd of goods supplied by it to the purchaser thereof from time to time.

2. Quotation and prices

Whilst every effort will be made to hold prices on quotations as long as possible Scandinavian Truck Parts (Pty) Ltd reserves the right to change prices without prior notice. Quotations are subject to confirmation.

3. Delivery

- a) Unless otherwise expressly stated, delivery shall take place at Scandinavian Truck Part (Pty) Ltd premises.
- b) Although Scandinavian Truck Parts (Pty) Ltd will endeavour to make the goods available to the purchaser on the stipulated delivery date, it shall not be responsible for any loss and for damage which the purchaser may suffer if the goods are not made available to it on the date or within a reasonable time thereafter.

4. Risk

Risk in the goods shall pass to the purchaser on conclusion of the agreement of sale. In all cases where delivery is by carrier, delivery to the carrier shall be deemed to be delivery to the purchaser.

5. Handling charge

At Scandinavian Truck Parts (Pty) Ltd.'s option a handling charge of 10% (TEN PER CENTUM) of the total purchase price may be levied and become payable by the purchaser on any sale subsequently cancelled for any reason whatsoever and which cancellation is accepted by Scandinavian Truck Parts (Pty) Ltd in writing. Nothing herein contained shall be construed as imposing any obligation on Scandinavian Truck Part (Pty) Ltd to accept any such cancellation.

6. Ownership

After a sale has been concluded, ownership of such ordered goods will remain with Scandinavian Truck Parts (Pty) Ltd until they have been fully paid for.

7. Terms of payment

In the case where the purchaser has been granted credit terms by Scandinavian Truck Parts (Pty) Ltd in writing, terms are 30 (THIRTY) days net from statement with 5% (FIVE PER CENTUM) above prime band overdraft rate of interest charged per month on all outstanding amounts in excess of 30 (THIRTY) days unless otherwise arranged and confirmed in writing.

8. Liability for defects

All expressed or implied warranties against any defect in the condition, quality or suitability of the goods, whether new or used, for any reason whatsoever, whether patent or latent, are hereby excluded from the sale of the goods and the goods are sold "voetstoots", provided that Scandinavian Truck Part (PTY) Ltd shall be liable to repair or replace if reasonably possible any defective part or portion of the goods caused by faulty design, materials or workmanship. Scandinavian Truck Part (PTY) Ltd liability in terms of this clause:

- a) Shall be limited to a period of 14 (FOURTEEN) days from the date of delivery of goods.
Goods must be returned to Scandinavian Truck Parts (Pty) Ltd.'s premises at the purchasers Expense within 14 (FOURTEEN) days of receipt clearly identified in respect of original waybill and invoice numbers.
- b) shall not extend to cover any consequential loss suffered by the purchaser as a result of such defective part or portion.

- c) shall be conditional upon:
 - i. the purchaser notifying Scandinavian Truck Parts (Pty) Ltd in writing of the said defect immediately on manifestation thereof;
 - ii. the purchaser returning such defective part promptly to Scandinavian Truck Part (Pty) Ltd's premises;
 - iii. the purchaser not causing or endeavouring to cause any such part or portion thereof to be repaired by anyone other than Scandinavian Truck parts (Pty)Ltd;
 - iv. all the purchaser's obligation to Scandinavian Truck Parts (Pty) Ltd in terms of the agreement of sale being strictly adhere to.
- d) shall be excluded in the case of defects attributable to incorrect operation or installation or abuse or neglect of the goods.
- e) shall be excluded in the case of defects in any electrical goods or components sold to the purchaser.

9. Liability for loss or damage

Scandinavian Truck Parts (Pty) Ltd shall not be responsible for loss or damage howsoever caused to the property or person of the purchaser or any third party as a result of any effect in the goods whether patent or latent, and the purchaser indemnifies Scandinavian Truck Parts (Pty) Ltd against any claims made against it by any third party arising out of any such defects.

10. Consent to jurisdiction

The purchaser hereby consents, in respect of any proceedings which may be instituted against Scandinavian Truck parts (Pty)Ltd arising out of or in connection with this agreement, to the jurisdiction of any Magistrate's Court in Windhoek.

11. Entire agreement

The terms and conditions contained herein constitute the entire agreement between the parties and the purchaser acknowledges that no representations have been made by Scandinavian Truck Part (Pty) Ltd on its behalf which have induced the purchaser to enter into this agreement. No agreement in any way varying the terms and conditions of this agreement shall be of any force and effect unless confirmed in writing and signed by the parties.