

Pall South Africa Standard Terms and Conditions of Sale

1. **Acceptance:** These terms govern the purchase and sale of the product, equipment and related services, if any, from Seller (collectively, "Products"), which may be referred to in Seller's purchase order, quotation, proposal or acknowledgement, as the case may be ("Sellers Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditional on Buyer's assent to these terms. There shall be no variation from any of these terms without the Seller's written agreement. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Delivery:**
 - i. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages due to delays. The Products may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
 - ii. Delivery of the Products shall be ex-works the Seller's premises, notwithstanding any agreement by the Seller to arrange for the shipment of the Products to any other place specified by the Buyer
 - iii. Risk of damage to or loss of the Products shall pass to the Buyer at the time when the Seller notifies the Buyer that the Products are available for collection.
 - iv. Buyer will pay, or reimburse Seller for all freight, taxes, duty and entry fees, special and miscellaneous charges and special packaging charges.
 - v. The signature of an employee of the Buyer on the Seller's Delivery Note or Waybill, or the Delivery Note of any authorized independent carrier will constitute delivery of the goods purchased.
3. **Prices:** The price of the Products shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's price list current at the date of acceptance of the order, and as set out in the Seller's invoice. The Seller's invoice price shall be inclusive of value-added tax. Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice. All prices given by the Seller are on an ex works basis.
4. **Transport, Packing, Insurance and Taxes:** Where the Seller agrees to ship the Products to a place specified by the Buyer which is not at the Seller's premises, the Buyer shall be liable to arrange and pay for the transport, packaging and insurance costs and transport of the Products shall be at the risk of the Buyer.
5. **Payment:**
 - i. The Buyer shall pay the price for the Products in the currency specified in the Sellers Documentation at the Buyer's premises at Midrand, Gauteng, within 30 days of the date of statement. Buyer may not set off or try to set off any amounts that may be claimed by the Buyer against any amounts that are owed to the Seller.
 - ii. If the Buyer fails to make any payment on the due date then, subject to clause 19 hereunder, the Seller shall be entitled to apply a monthly interest charge at the prime rate plus three percent or the maximum legal rate allowed by applicable law, whichever is lower, on all past due payments calculated from the due date.
6. **Property:**
 - i. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these conditions, ownership in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Seller to the Buyer for which payment is then due.

- ii. Until such time as ownership in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.
- iii. Until such time as ownership in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Products to the Seller.
- iv. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) immediately become due and payable.

7. **Warranty, Limitation of Liability and Remedies:**

- i. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
- ii. For a period of twelve months from the date of delivery from Seller (the "Warranty Period"), Seller warrants that Products manufactured by Seller when properly installed and maintained, and operated at ratings, specifications and design condition, will be free from defects in material and workmanship.
- iii. Seller's liability under any warranty is limited solely (in Seller's discretion) to replacing, repairing or issuing credit for Products which become defective during the Warranty Period. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test that item of the Products claimed to be defective. Buyer shall provide Seller with a copy of the original invoice for that item of the Products, and prepay all freight charges to return any Products to Seller's factory, or other facility designed by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
- iv. In no event shall Seller be liable for any Products altered outside of the Seller's factory by someone other than Seller or for Products subjected to misuse, abuse, improper installation, application, operation, maintenance or repair, alteration, accident, or negligence in use, storage, transportation or handling.
- v. The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Agreement for the purchase and sale of the Products shall not exceed the price of the Products, except as expressly provided in these conditions.

8. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's Agreement to pay a stated amount of termination charges.

9. **Product Returns:** Products may not be returned for any reason without prior written authorization and shipping instructions from Seller. Products shipped without Seller's authorization may be returned at Buyer's expense. Credit for any returned Products is at the discretion of Seller after receipt and inspection of the Products.

10. **Variations:** Seller shall not implement any variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the variation and any resulting price, schedule or other contractual modifications. This includes any variations necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

11. **Ownership of Materials:** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Products. Buyer shall not disclose any such material to third parties without Seller's written consent.
12. **Force Majeure:** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labour shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
13. **Export:** With respect to the exportation or resale of the Products by Buyer, Buyer agrees to comply with all National, European and United States Government laws and regulations on export controls ("Export Controls"). The Export Controls include, but are not limited to, laws pertaining to (a) export licenses, (b) restrictions on export to certain embargoed countries and (c) restrictions on sales to certain persons and certain entities.
14. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, are the entire Agreement of the parties and they may not be modified except in writing signed by a duly authorized representative or officer of Seller.
15. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of its Customer Acknowledgment form.
16. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information of "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or Company at any time, without Seller's prior written consent. Such obligation shall continue for five (5) years after said disclosure. In the event that Buyer and Seller have entered into a separate confidentiality Agreement, the terms and conditions of such Agreement shall take precedence over the terms of this paragraph.
17. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
18. **Validity:** If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in any part the validity of the other provisions of these conditions and the remainder of the provision shall not be affected.
19. **Suspension or Termination of Orders or Contract:**
 - i. In the event that the Buyer should fail to make payment under the contract or commit any other material breach of the contract between the parties, or if the Buyer commits any act of insolvency, or if the Buyer is liquidated, whether provisionally or finally or voluntarily or compulsorily, or is placed under judicial management, or (if a natural person) is sequestered, or if the Buyer ceases carrying on business, or if the Buyer suffers any judgment of a Court for payment of money which is not appealed against or is not settled within one month of such judgment, all monies due by the Buyer to the Seller under the contract shall immediately become due and payable and the Seller shall have the right to, without prejudice to any other right that it may have in law, cancel the contract or suspend any further deliveries to the Buyer under the contract or under any other contract for the sale of Products by the Seller to the Buyer,. The Buyer agrees to pay the legal costs of the Seller in enforcing this agreement on the scale as between attorney and client.
 - ii. The Buyer agrees that deliveries under the contract may be suspended for so long as it is in breach of any other contract for the sale of Products by the Seller to the Buyer.
20. **Governing Law:** These terms and conditions and the Agreement for the purchase and sale of the Products shall be governed by the laws of South Africa and the parties agree to submit to the exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa.