

Standard Terms and Conditions of

Sigma Wear Parts (Pty) Ltd

These Terms and Conditions of Trade ("Terms") apply to all quotations, sales, deliveries, and services provided by [Company Name] ("the Seller") to any customer ("the Buyer") engaged in industrial, mining, mineral processing, quarrying, or related activities. By placing an order, the Buyer agrees to be bound by these Terms.

1. Application and Scope

- 1.1 These Terms apply to all transactions between the Seller and the Buyer unless expressly agreed otherwise in writing and signed by a duly authorised representative of the Seller.
- 1.2 These Terms prevail over any purchase order, site conditions, general terms, or other documents issued by the Buyer, whether before or after these Terms.
- 1.3 These Terms are intended for **business-to-business transactions**. To the extent permitted by law, the Consumer Protection Act 68 of 2008 shall not apply.
- 1.4 The principle of E&OE (Errors & Omissions Excepted) applies to all commercial transactions of the company

2. Quotations and Technical Information

- 2.1 All quotations are subject to withdrawal or revision at any time
- 2.2 Unless otherwise stated, quotations are valid for 5 (five) days from the date of issue.
- 2.3 Prices are exclusive of VAT, duties, levies, transport, insurance, installation, commissioning, and packaging.
- 2.4 All technical data, performance figures, particle size distributions, wear rates, throughput capacities, or similar information are provided in good faith but are estimates only and shall not constitute guarantees unless expressly stated in writing.

3. Orders and Specifications

- 3.1 Orders are subject to acceptance by the Seller in writing.
- 3.2 The Buyer is responsible for providing accurate specifications, drawings, operating conditions, slurry characteristics, and duty requirements.
- 3.3 Any changes to specifications, quantities, or delivery schedules shall be subject to the Seller's written approval and may result in price and delivery adjustments.
- 3.4 No order may be cancelled without the Seller's written consent. Cancellation may incur costs for materials, work in progress, and lost margin.

4. Prices and Payment

4.1 Prices shall be as quoted or, where no quotation exists, at the Seller's prevailing prices at the date of dispatch.

4.2 Payment terms are **[e.g. strictly 30 days from date of invoice]**, unless otherwise agreed in writing.

4.3 The Seller may require payment in advance, milestone payments, or security, including guarantees.

4.4 Interest on overdue amounts shall accrue at the maximum rate permitted by law, calculated from the due date to date of final payment.

4.5 The Buyer shall be liable for all costs of recovery, including collection fees and legal costs on the attorney-and-client scale.

5. Credit Facilities

5.1 Credit is granted at the sole discretion of the Seller and may be withdrawn or reduced at any time without notice.

5.2 The Buyer warrants the accuracy of all information supplied in support of any credit application.

5.3 The Seller may suspend deliveries if the Buyer exceeds approved credit limits or fails to make payment when due.

6. Delivery, Risk, and Access to Site

6.1 Delivery dates are estimates only and are not guaranteed.

6.2 The Seller shall not be liable for any loss, downtime, or production delays arising from late delivery.

6.3 Risk in the goods passes to the Buyer upon delivery, offloading, or collection, whichever occurs first.

6.4 Where delivery or services occur at the Buyer's site, the Buyer shall ensure safe access, compliance with mine safety regulations, and a hazard-free environment.

7. Retention of Ownership

7.1 Ownership of all goods remains vested in the Seller until payment in full of all amounts owing by the Buyer, whether in respect of those goods or otherwise.

7.2 The Buyer shall store the goods separately and clearly identifiable as the Seller's property until ownership passes.

7.3 The Seller may enter the Buyer's premises or mine site to repossess unpaid goods without prejudice to any other rights.

8. Installation, Use, and Operating Conditions

8.1 The Buyer is responsible for ensuring that goods are installed, operated, and maintained in accordance with the Seller's instructions and industry best practice.

8.2 The Seller shall not be liable for failure or excessive wear resulting from abnormal

operating conditions, misuse, incorrect installation, corrosion, abrasion beyond design limits, or use with incompatible materials.

9. Inspection, Claims, and Returns

9.1 The Buyer shall inspect goods immediately upon delivery.

9.2 Claims for shortages, damage, or non-conformance must be submitted in writing within 7 (seven) days of delivery.

9.3 No goods may be returned without the Seller's prior written authorisation. Custom or made-to-order items are non-returnable.

10. Warranties and Limitation of Liability

10.1 The Seller warrants that goods will materially conform to agreed specifications at the time of delivery.

10.2 No warranty is given as to fitness for a particular purpose, process outcome, or production result, unless expressly agreed in writing.

10.3 The Seller shall not be liable for indirect, consequential, or economic losses, including loss of profit, loss of production, or downtime.

10.4 The Seller's total liability, whether in contract, delict, or otherwise, shall be limited to the invoice value of the goods giving rise to the claim.

11. Force Majeure

11.1 The Seller shall not be liable for failure or delay caused by events beyond its reasonable control, including strikes, lockouts, mine stoppages, power failures, transport disruptions, acts of God, or governmental action.

12. Compliance, Safety, and Environmental Matters

12.1 The Buyer shall comply with all applicable occupational health and safety, mining, and environmental legislation.

12.2 The Seller shall not be responsible for site-specific safety compliance unless expressly agreed in writing.

13. Confidentiality and Intellectual Property

13.1 All drawings, designs, specifications, and technical information remain the intellectual property of the Seller.

13.2 The Buyer shall keep such information confidential and shall not reproduce or disclose it without written consent.

14. Assignment and Subcontracting

14.1 The Buyer may not cede or assign any rights or obligations without the Seller's prior written consent.

14.2 The Seller may subcontract any part of the supply or services.

15. Breach and Suspension

15.1 If the Buyer breaches these Terms, the Seller may suspend performance, cancel any outstanding orders, and claim damages without prejudice to other rights.

16. Governing Law and Jurisdiction

16.1 These Terms shall be governed by the laws of the Republic of South Africa.

16.2 The Buyer consents to the jurisdiction of the Magistrate's Court, notwithstanding the amount in dispute, without limiting the Seller's right to approach any competent court.

17. General

17.1 No waiver shall be binding unless in writing.

17.2 If any provision is held unenforceable, the remaining provisions shall remain in force.

17.3 These Terms constitute the entire agreement between the parties relating to the subject matter hereof.

Company Reg No: 2003/004451/07

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