

Standard Terms and Conditions of Sale

1. General:

(a) The following Standard Terms and Conditions shall apply to each order placed by the Customer with THREE-D AGENCIES, a division of Hudaco Trading (PTY) Ltd. These Terms constitute the final, complete and exclusive agreement between the parties as to the subject matter hereof.

(b) These Terms may be amended only in writing signed by an authorized representative of THREE-D AGENCIES. These Terms apply to all future deliveries, performances or offers to Customers.

(c) Any conflicting terms and conditions of the Customer are hereby rejected; such terms and conditions shall only be binding if THREE-D AGENCIES has expressly agreed to them in writing.

(d) Orders must be submitted in the form of a written purchase order or letter from the Customer, setting forth all information necessary for THREE-D AGENCIES to fulfil the Order, if accepted. A binding sales contract will result only when THREE-D AGENCIES accepts the Customer's Order.

2. Prices:

(a) THREE-D AGENCIES's quoted prices are offered in South African Rands and are firm for fifteen (15) days from the date of THREE-D AGENCIES's written quotation, unless otherwise stated. Thereafter, the applicable prices are those in effect at the time the Customer's Order is placed with THREE-D AGENCIES. THREE-D AGENCIES will notify the Customer of any price changes for incorporation into a revised Order prior to acceptance by THREE-D AGENCIES. Pricing based on volume discounts is subject to adjustment by THREE-D AGENCIES. Clerical errors in any element of a quotation, purchase order, invoice or contract are subject to correction by THREE-D AGENCIES. All prices quoted are excluding VAT.

3. Terms of Payment:

(a) The terms of payment shall be subject to the relevant contractual agreement between THREE-D AGENCIES and the Customer. Payment shall be made at the agreed time, to the place specified, and in the currency indicated on THREE-D AGENCIES's invoice. THREE-D AGENCIES reserves the right to require payment in advance, or satisfactory security, for any shipment or sale. THREE-D AGENCIES reserves the right to seek any other remedy available at law or equity and the Customer shall be liable for all expenses, including attorney fees, relating to the collection of past due amounts. A Customer's default constitutes a waiver of the Customer's right to demand THREE-D AGENCIES's performance under the contract.

(b) Account purchases are payable as agreed on approved accounts only.

(c) Non-Account purchases will be paid before delivery/collection. For purchases by companies or private persons outside South Africa, payment shall be made and confirmed prior to the release of the goods purchased. VAT will be charged whenever the customer uses their own courier.

(d) Until the full purchase is paid, the goods remain the property of THREE-D AGENCIES. All payments to be made to THREE-D AGENCIES shall be made without deductions and no amount may be deferred or withheld for any reason or any claim or counter claim.

(e) When an amount becomes past due according to its payment terms, the Customer shall pay a penalty on the balance due, at the greater of 2% per month (24% per annum) or the maximum permitted by law, until paid in full. In addition, THREE-D AGENCIES reserves the right to claim higher damages or assert further claims.

(f) All duties, tariffs, fees, costs and other charges connected with shipment, insurance and exportation of the products are the responsibility of the Customer, and, if paid by THREE-D AGENCIES, such expenses may be recovered by THREE-D AGENCIES from the Customer, and the Customer shall indemnify THREE-D AGENCIES against claims for the same.

4. Delivery, Force Majeure and Errors:

(a) Shipment/delivery dates are approximations only. THREE-D AGENCIES shall not be liable to pay any penalty or damages, including consequential damages, for any delay in shipment. All deliveries are ex-THREE-D AGENCIES stores. Free delivery may be provided within a 80 km radius of THREE-D AGENCIES's premises for Account Customers. Beyond this radius the Customer will be responsible for effecting delivery and accepting liability during transit. Kindly note that delivery is scheduled for specific areas on specific days of a working week, within working hours.

(b) All products shall be packaged for domestic shipment in accordance with THREE-D AGENCIES's standard specifications. If special packaging is required, it must be clearly requested on the Purchase Order. The price for any special packaging shall be billed to the Customer.

(c) Goods correctly supplied as per an official order are non-returnable. Should THREE-D AGENCIES agree to accept the goods back for credit, a minimum handling fee of 15% may be charged after a full technical analysis and visual inspection has been completed by one of THREE-D AGENCIES's technical representatives.

(d) THREE-D AGENCIES shall not be liable for any damages, including consequential damages, caused by delays or non-performance resulting from or related to force majeure or other causes beyond THREE-D AGENCIES's reasonable control, including, but not limited to, war, blockade, civil disturbances, strikes, lockouts, labour shortages, fire and other casualties, acts of nature, accidents and governmental acts. In such cases THREE-D

AGENCIES shall immediately inform the customer. If the force majeure event persists for more than six months, each party may rescind from the contract.

(e) Should a Customer refuse to take delivery within a fifteen (15) day period, THREE-D AGENCIES reserves the right to charge the Customer for storage charges plus interest.

5. Returns:

7.1. All goods taken by the Purchaser are deemed sold if not returned within 7 days in the original condition, in the original packaging and with all accessories and manuals intact.

7.2. Should THREE-D AGENCIES agree to accept return of goods, the Purchaser warrants the good condition thereof and a 15% (ten percent) handling charge shall apply.

7.3. Goods returned after 3 months of invoice will not be accepted for return.

7.4. Special orders for non-stock items are non-returnable and not eligible for credit under any circumstances.

6. Warranty:

(a) At the time of shipment, new and unused products sold by THREE-D AGENCIES shall be free from defects in materials and workmanship.

The warranty period is **twelve (12) months from the date of invoice**, or such other period as may be specified by the original equipment manufacturer (OEM), whichever is longer/shorter as applicable.

THREE-D AGENCIES shall not, under any circumstances, be liable for any indirect, incidental, special or consequential damages, including but not limited to loss of profits, loss of production, or business interruption, arising from or in connection with the supply, use, or performance of the products

(b) In the unlikely event of failure of a THREE-D AGENCIES product which was correctly installed/applied as per instructions by THREE-D AGENCIES, THREE-D AGENCIES reserves the right to repair or replace the product at its own discretion provided such failure occurred within the warranty period. THREE-D AGENCIES will not be held liable for any additional expenses incurred for removal, replacing or freight charges in this regard.

(c) The Customer is required to inspect each delivered product upon receipt without undue delay. Warranty claims shall be excluded if any objections as to the quantity of goods and as to defects identifiable by careful inspection are not notified to us in writing within five working days upon delivery; the same shall apply to objections regarding hidden defects which are not notified to us within five business days after its identification.

7. Repairs:

(a) THREE-D AGENCIES has certified repair and service centres in all its branches, with extensive stock available for your convenience and peace of mind.

(b) THREE-D AGENCIES reserves the right to dispose of or sell any repaired/unrepaired product that has been in our workshops/stores for more than 90-days.

(c) All repaired parts/components carry a 6-month warranty.

In warranty repairs will only be carried out against valid **proof of purchase** from THREE-D AGENCIES or an **authorised distributor**. Lead time will be communicated based on spare part availability.

Out-of-warranty repairs will be quoted on before commencement, and repair lead times may vary depending on parts availability and service workload.

8. Bearing of Risk:

(a) **Risk shall pass to the Customer upon delivery of the goods and signature of the Customer or their authorised representative confirming receipt.**

(b) Title remains with THREE-D AGENCIES until full payment of all sums owed has been received.

9. Miscellaneous:

(a) Failure on the part of THREE-D AGENCIES to enforce any of its rights derived from these Terms shall never be construed as a waiver of any of THREE-D AGENCIES's rights.

(b) The invalidity of one or more of the clauses herein shall not affect the validity of the other clauses, which for this purpose are considered severable.

(c) Any use by the Customer of any of THREE-D AGENCIES's trademark must be approved by THREE-D AGENCIES in writing.

(d) The Customer may not delegate its performance or assign its rights under these Terms except upon the express written consent of THREE-D AGENCIES. In any case, these Terms shall be binding upon the successors and legal representatives of the Customer.