

*** COPY ***

FORD MOTOR CO. SA MANUFACTURING
STRUANWAY
STRUANDALE
NEAVE
PORT ELIZABETH
6061



TO

For all requests please indicate customer number and delivery note number			
Customer number 0017040083	Delivery note number 1162520310	Our Order number 2170541864	Festo consultant Jonathan Steyn
Shipping type 18 / Process 1		Packed by	Checked by
Sales Office 1705 Port Elizabeth		Time 14:17	

**Delivery note
1162520310**

Date
13 December 2016

No of pages
1 of 2

Your order Z23 PO16012327 of 12.12.2016

Description	Part number	Qty	Net price per unit
Item 0010 PUJN-12X2-BL-200 Plastic tubing	525750	400	
Number of packages 1			
Total weight 40,057 KG			
Your signature signifies that the goods were sold in accordance with our conditions of sale, which are printed on the reverse side hereof			
Interest at 2% per month will be charged on all overdue accounts			
Goods may only be returned for credit by prior arrangement and are subject to handling charges unless due to supplier error			

Contact Department
Mr Jonathan Steyn
PE Internal Sales
Phone ++27 (0) 86 00 33786
Fax ++27 (0) 87 94 33786
sales.za@festo.com

Reg No 1973/003776/07
VAT Reg No 4350101004

Directors
Mr KJM Heckl * D* OJ Schnott**
B C Wallace (Managing)
*German **Swiss

Received by

L. MANGE
Name

[Signature]
Signature

19/12/2016
Date

2 boxes 24x21 kg
21 kg

12:08

Regional Offices at

Bloemfontein
Cape Town
Durban
East London
Pietermaritzburg
Port Elizabeth
Pretoria
Vereeniging

Festo (Pty.) Ltd.
Port Elizabeth
25 Lindsay Road, Neave
P O Box 14092, 6061
Republic of South Africa
Phone +27(0)41-453 2087/8
Fax +27(0)41 451-2517

*** COPY *****FESTO**

FORD MOTOR CO. SA MANUFACTURING
 STRUANWAY
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 PORT ELIZABETH
 6061



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1 GENERAL

All orders accepted and all tenders made by FESTO (PROPRIETARY) LIMITED ("the Company") are made and accepted upon the following terms and conditions. Any order given to the Company, or the acceptance of the Company's tender, shall be deemed to constitute an agreement to be bound by such terms and conditions. Any stipulation or condition contained in any of these conditions, or which in any way purports to qualify or negate any of them, shall not be applicable.

2 PERIOD FOR ACCEPTANCE OF TENDER

Any tender made by the Company may be withdrawn at any time before acceptance. If not accepted within one month from the date thereof, the tender shall be deemed to have been withdrawn.

3 DRAWINGS AND SPECIFICATIONS

All the information contained in any specifications, drawing and catalogue (or which accompanies or forms part of any tender made by the Company), is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be liable for any inaccuracies in any drawings, specifications or other information supplied by the user, and the Company shall not be liable for any defects, accidents or happenings arising out of such faulty information.

4 PRICE VARIATION

This tender is based on the freight, insurance, import duty, V A T and exchange rates ruling on the date of quotation, and in the event of any alteration thereto before delivery of the goods, any increase or decrease as the case may be, will be added to or subtracted from the contract price. A certificate by the Company's auditors as to the amount of any adjustment shall be final and binding.

5 TERMS OF PAYMENT

Payment for any goods delivered by the Company shall be made at the nett invoice price without deduction of any discount within 30 days after the end of the month of delivery, or alternatively under such terms as are specified on the invoice, and all overdue accounts shall bear interest at 2% per month. If at any time the terms of payment are exceeded, the Company reserves the right to cancel any outstanding or uncompleted orders, and all expenses incurred thereby shall be for the Purchaser's account.

6 RESERVATION OF OWNERSHIP

Notwithstanding delivery to the Purchaser, all goods sold by the Company shall remain the Company's sole property until payment in full therefore has been made by the Purchaser.

7. RISK

The risk of loss or damage to the goods shall pass to the Purchaser from the time when delivery has taken place in terms of the contract between the Company and the Purchaser, and the Company shall not be responsible for any loss or damage to the goods beyond the point of delivery.

8 DELIVERY.

The period of time stated by the Company for delivery of goods ordered or tendered for is to be measured from the date the Company receives a

FESTO



FES1162520310

CONDITIONS OF CONTRACT

written order to proceed together with all information necessary to enable the Company to put the work in hand and to deliver the goods. The Company will not be responsible or accountable for any delay occasioned by any cause outside its control, but shall be allowed a corresponding extension of time. In particular, but without limitation, the Company will not be responsible or accountable for any delay occasioned by strike, lock out, war, fire, ice, accident (wherever any of the said causes shall occur), defective material, or any failure on the part of any supplier to make delivery. Should the Company be prevented from delivering any goods especially manufactured by reason of any of the said causes, the Purchaser shall take goods as the Company is able to deliver and shall pay for the same at the agreed prices.

9 GOODS RETURN POLICY

Goods will only be accepted for credit under the following conditions:

- (a) The goods have not been used, mounted, or tested in any way or form,
- (b) The goods are in the original packaging, and were purchased less than three (3) months prior to return,
- (c) Positive proof of purchase is provided,

A standard 15% of the purchase price will be levied on goods accepted for return as a handling fee, provided all 3 conditions are met. The said handling fee will be subject to a minimum charge of R150.00. Should the Company accept, at the Company's discretion, returns that do not comply to all 3 conditions, a handling fee of 70% will be levied. Non standard, or customer specific (configurable), Festo goods will only be accepted if above 3 conditions are met, and will be subject to a 70% handling fee. No buy out items or incomplete rolls of tubing will be accepted for credit. Dealers may not return fittings and/or tubing for credit.

10 GUARANTEE OF PRODUCTS MANUFACTURED

Subject to the conditions hereinafter contained, the Company guarantees all products that have been manufactured by itself for a period of 12 months from the date of delivery against any defect attributable to faulty material or workmanship. Should any defect develop within that period the Company will repair or (at its option) replace the defective product or the defective part at the Company's premises without charge provided that:

- (a) The Purchaser shall have reported any defect to the Company immediately the defect manifested itself,
- (b) The product was not subjected to abnormal use, or to use under abnormal conditions, or beyond its capacity as rated and recommended by the Company,
- (c) The defect was not caused or contributed to by exposure to direct weather conditions or by operation in abnormal atmospheric conditions,
- (d) No repairs or alterations to the product were carried out by the Purchaser or any third party, and
- (e) The Purchaser has fulfilled its obligations under the contract.

The onus of showing that the conditions set out above have been complied with shall rest on the Purchaser. The Purchaser shall, at its own expense, return the defective product or part to the Company's premises. The Company shall have a reasonable period of time during which to effect the repairs (or at its option make the replacement), and the guarantee period stated above shall be extended by that time.

11. GUARANTEE OF PRODUCTS NOT MANUFACTURED

The Company will use its best endeavours to pass to the Purchaser the benefit (with the corresponding liabilities) of any guarantee received by the Company from the supplier of goods not manufactured by the Company. Nothing herein contained shall impose upon the Company a greater liability than would be imposed by its own guarantee set out above, nor shall the Company have any obligation to enforce that guarantee by litigation or other proceedings.

12 EXCLUSION OF LIABILITY

It is expressly agreed that the Company shall not be liable for any damage, loss, injury, or expenses of any sort or kind caused directly or indirectly to any person or property by any goods sold or delivered by the Company or arising from the use thereof, and all such liability, whether general, special, consequential or otherwise, arising out of or due to any of the acts, omissions, negligence or wilful default of the Company or its servants, whether at common law, by statute or otherwise, and whether arising from any condition, representation or warranty (express or implied) relating to the goods sold or delivered is expressly excluded.

13. ERECTION AND INSTALLATION

Any erection or installation included in the tender, unless otherwise arranged, shall be performed by the Company on condition that the Purchaser provides suitable foundations and structures ready and free for use when required, with satisfactory means of access to the site. If the Company is prevented from proceeding with the work by circumstances beyond its control, and the Company's workmen are required to be sent back to complete the work, a charge will be made by the Company to cover