

1. COMMERCIAL CONDITIONS:

1.1 Conditions of Tender:

This proposal, if accepted, will be deemed to incorporate **AFROMIX**'s Standard Conditions of Sale which are available upon request.

Please Note:

- A. Risk passes to the client upon delivery of such ordered products but ownership will remain vested in **AFROMIX** until the full purchase price and all other sums which may be due and payable to **AFROMIX** have been paid.
- B. Any alterations to the production program must be reasonable and in consultation with **AFROMIX**.
- C. Unless otherwise stipulated, all products are sold 'ex works'.

1.2 Terms of payment:

AFROMIX requires payment in accordance with the following schedule:

For clients that have approved credit terms per a credit agreement with **AFROMIX** and that are not in arrears, based on those terms, may use the available credit per their credit agreement

For clients that do not have approved credit terms with **AFROMIX**, payment terms will be considered on each quotation.

1.3 Banking Details:

Payments can be deposited into **AFROMIX**'s bank account, the details of which are as follows:

For clients that have approved credit terms per a credit agreement with **AFROMIX** and that are not in arrears, based on those terms, may use the available credit per their credit agreement

Bank:	First National Bank (FNB)
Swift Code:	FIRNZAJJ
Account Number ZAR:	63207910498
Branch Code ZAR:	210554
Account Number USD:	63204125610
Account Number EUR:	63204125579
Account Number GBP:	63204125595
Branch Code USD/EUR/GBP:	252155

1.4 Value Added Tax (VAT):

Value Added Tax of 15% is excluded from **AFROMIX**'s offer to tender, unless specifically stated.

1.5 Price:

- The quoted prices expressly exclude any import or export duties, transportation costs, crane costs, installation costs and removal costs of the products, and such costs shall be for the sole account of the client.
- All prices are quoted in xxx, unless otherwise stated.

1.6 Currency escalation:

When applicable

1.7 Validity:

AFROMIX's proposal is fixed and firm and valid for acceptance within xxx days from the date hereof, and thereafter at the prices ruling at the date of acceptance of the order. **AFROMIX** reserves the right to revise its prices in the event of increases in material, supplier or related costs occurring between the quotation date and the date of final acceptance of the certified drawings.

All payments are to be received within the quotation validity period in order for the quotation and pricing to remain binding. Should a purchase order be accepted by **AFROMIX** after expiry of the validity period, payment shall be required within 15 (fifteen) days from date of invoice, unless otherwise agreed in writing. Where payment is not received within the agreed terms, **AFROMIX** reserves the right to revalidate the quotation and revise pricing, lead times and commercial terms accordingly.

1.8 Delivery:

(xxx) Working Weeks, Ex-Works Johannesburg, Working Weeks from receipt of official order OR receipt of approved GA drawings. If the specified lead time doesn't meet your requirements, we are happy to discuss alternative arrangements.

Delivery is subject to compliance with payment terms stipulated in clause 2.2. Manufacturing lead times and delivery dates are based on compliance with the agreed payment terms. **AFROMIX** reserves the right to revise manufacturing schedules and delivery dates should payments not be received in accordance with the agreed terms.

Delays in approval of certified drawings or technical documentation may result in revised delivery schedules and/or pricing revalidation.

Free delivery is included within a 100 km radius per order, subject to the size, weight and transport requirements of the components. **AFROMIX** reserves the right to charge additional transport costs for oversized, abnormal, heavy-haul or specialised transport arrangements. Deliveries beyond the 100 km radius will be quoted separately.

Goods ready for collection, dispatch or shipment will be stored free of charge for a period of 30 (thirty) days from date of notification to the Client. Thereafter, storage charges will apply at a rate of ZAR150.00 per square meter per month while stored at **AFROMIX's** facility. Storage area calculations will be based on the footprint of the goods and rounded up to the nearest whole square meter.

AFROMIX reserves the right to transfer uncollected goods to an external storage facility should additional space be required, in which case all related transport, handling and external storage costs will be for the Client's account.

Our quotation is subject to availability and prior sale.

1.9 Mechanical Guarantee:

AFROMIX guarantees the products against faulty workmanship and materials, fair wear and tear excluded, for a period of twelve (12) months from date of commissioning or eighteen (18) months from delivery, whichever is the shorter.

AFROMIX's Mechanical Guarantee is based on the design of the products and the operating conditions described in the specifications. In the event that the client wishes to make any changes or modifications to a product, it shall first obtain the prior written consent of **AFROMIX**, which consent may be granted or refused at its sole and absolute discretion. Failure to obtain such prior written consent will result in all warranty claims against **AFROMIX** being null and void.

1.10 Quality Assurance:

The design, manufacture and inspection of the agitators are based on **AFROMIX**'s quality management system according to ISO 9001, unless stated otherwise.

Any VDRL, documentation, certification, data book or additional quality requirements not specified during the enquiry and quotation stage may result in additional costs should these requirements be introduced after order placement and were not agreed to upfront.

1.11 Limitation of Liability:

AFROMIX will not be responsible for damage caused by the design or workmanship of the support structure, the vessel, the agitator supports and of components delivered by other suppliers (which includes but is not limited to: supports, tubes, heating or cooling bundles and vessel internals). As **AFROMIX** has no knowledge of how the content of the product in the vessel will affect the materials of construction, it therefore gives no warranties to this effect.

In addition, **AFROMIX** shall not be liable for any:

- A. consequential, special or indirect loss, damage or costs including, but not limited to, any loss of income or profit, of contract, of production of financing costs or related items suffered by the client arising from **AFROMIX**'s performance or non-performance hereof and whether occasioned by fault or negligence on the part of **AFROMIX**, or otherwise;
- B. damage, loss or injury caused by, or arising from, the acts, omissions or fault of client or others (including the sub-contractors, directors, agents or employees of **AFROMIX**);
- C. claims made against client relating to the use of the products, except as may be specifically provided herein (if any).

1.12 Law of the Country:

The contract shall be governed in accordance with South African Law.

1.13 Force Majeure:

Either party shall be entitled to suspend performance of his / its obligations hereunder to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances:

- industrial disputes and any other circumstances beyond the control of the parties, such as, but not limited to: fire, war (whether declared or not), flood, lightning, etc.
- extensive military mobilization
- insurrection
- requisition
- seizure
- embargo
- restrictions in the use of electricity and defects or delays in liabilities by sub-contractors caused by any such circumstances referred to in this clause.

1.14 Special Tools:

There are no special tools required.

1.15 After Sales Service:

AFROMIX personnel will also be available to provide after sales service on an ongoing basis, at a mutually agreed market related daily rate.

1.16 Inspection:

AFROMIX's products are carefully inspected and, where practical, submitted to our standard tests at our works before dispatch. If tests other than those specified in our quotation or tests in the presence of the client or the client's representative are required, such tests in the presence of the client will be subject to a reasonable charge and a date and time for such inspection will be agreed to in writing between the parties.

Please note that the above-mentioned charge will be payable notwithstanding any delay on the client or the client's representative's part in attending such tests on the agreed date and at the agreed time or in the event of cancellation of such inspection by the client.

Inspection dates shall be arranged within 14 (fourteen) days of notification that the goods are ready for inspection. Any delay by the Client or the Client's representative in attending inspections, providing approvals or issuing release instructions beyond this period may result in revised delivery schedules and **AFROMIX** shall not be liable for any related delivery delays or penalties. **AFROMIX** furthermore reserves the right to invoice for completed goods where inspections or release are delayed beyond the agreed inspection period.

Should inspection requirements not be communicated during the quotation and order stage, and the goods have already been packaged or prepared for dispatch, any additional costs relating to unpacking, inspection preparation, repackaging, handling or delays arising therefrom shall be for the Client's account.

AFROMIX undertakes to attend a site Meeting and shall ensure that both the Site Engineer and an **AFROMIX** company representative sign the Proof of Attendance Certificate supplied and return the completed form together with the Quotation to the client.

1.17 Cancellation and Revision Policy:

- A. 10% of the full quotation value shall be payable in the event of cancellation on or after receipt by **AFROMIX** of the client's order to proceed with the manufacture of the products.
- B. 20% of the full quotation value shall be payable in the event of cancellation on or after receipt by client of documentation supplied by **AFROMIX**, such as General Arrangement drawings.
- C. 50% of the full quotation value shall be payable in the event that **AFROMIX** has already placed an order for such material, but such material has not yet been received by **AFROMIX**;
- D. 75% of the full quotation value shall be payable in the event of cancellation on or after receipt by **AFROMIX**, at our premises, of material required to manufacture the products.
- E. 100% of the full quotation value shall be payable in the event of cancellation within 2 (two) weeks of the manufacturing completion date.

1.18 Exclusions:

- Piping
- Electrical cabling and switchgear
- Anything not specifically included herein is excluded
- Motor Test Certificate

1.19 Intellectual Property:

Other than the documents to be delivered by **AFROMIX** as set forth in this quotation, all other drawings, tools, procedures, inventions, trade secrets, mask works, patents, patent applications, know-how, trademarks and other confidential and proprietary information ("Intellectual Property") furnished by **AFROMIX** shall remain the property of **AFROMIX** and all Intellectual Property made, conceived or developed by **AFROMIX** incidental to the procuring and/or carrying out of the order will vest in and inure to **AFROMIX**'s sole benefit. Nothing in the order shall grant or be construed as giving the client any rights or interest with respect to the Intellectual Property.

1.20 Packaging:

AFROMIX provides for its standard packing system, including custom pallets and shaft support blocks. Any specialised crating, export packaging, fumigation, or other packaging requirements outside of **AFROMIX**'s standard packing system are excluded from our quotation and will carry additional costs for the Client's account.