



## GENERAL CONDITIONS of SALE

### 1. INTRODUCTION

The Party agrees to enter into an agreement for the acquisition of components for escalators, elevators and or similes upon the terms and conditions set out herein.

### 2. INTERPRETATION

In this agreement:

- 2.1 Clause headings are for reference purposes only and shall not affect the interpretation;
- 2.2 Reference to a natural person shall include a legal person and/or an association of persons and vice versa;
- 2.3 References to the singular shall include the plural, references to a gender shall include all genders, and vice versa;
- 2.4 All schedules hereto shall be deemed to be incorporated herein and shall form an integral part hereof;
- 2.5 Unless inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them hereunder:
  - 2.5.1 Engineeringlift Group means Donato Elevator CC (information) with its principal place of business at (address);
  - 2.5.2 Order Form means (the form which contains information and the object of the agreement);
  - 2.5.3 Products Form means (the form which contains the specific techniques of the products indicated on the order module);
  - 2.5.4 Company means (the company which acquires the products, indicated on the front of the order module);
  - 2.5.5 Sales Manager means (he who treated the transaction on behalf of Engineeringlift);
  - 2.5.6 Products means ( the products and or component object to the agreement, as indicated and described on the front of the order module and in the relative product forms);
  - 2.5.7 Shipment means (the means that has been chosen for the transportation of the products, the stipulated date of consignment and the relative costs);
  - 2.5.8 Delivery time means (the stipulated time of the consignment);
  - 2.5.9 Load means (the weight of the products ordered);
  - 2.5.10 Offer Valid through means (the terms of acceptance of the order as expressed in the module);
  - 2.5.11 Payment Terms means (the terms of payment of the products as defined in the module).

### 3. IRRIVERSIBILITY OF THE ORDER MODULE

- 3.1 The order module will be considered irreversible from the date of application and will be intended as an acceptance from Engineeringlift Group with a written consent or with the emission of a relative invoice or with the delivery of the products;
- 3.2 Once the order module has already been accepted Engineeringlift Group has the faculty not to proceed either with limited or with all products indicated due to technical difficulties and or in the case of non-availability of the product;
- 3.3 In the hypotheses preset in clause 3.2 Engineeringlift Group will be exonerated from all obligations and responsibilities and will not have to correspond with any compensation.  
In this hypothesis, Engineeringlift Group is expressly attributed to the faculty of unilateral recess of the agreement, for which the hypotheses will be held to the refund of the import, which has been paid unless the procedure of delivery has already begun. Diversely the refund of the import that has already been forwarded will be processed in limitation to the proportional measure of the throughout that has not been executed.

### 4. PREDISPOSITION OF THE PRODUCTS

- 4.1 The Company is obligated to correctly compile all the product forms with all the technical details requested therefore exonerating Engineeringlift from any responsibility due to malfunction of the products and or devices due to technical information that is not correct;
- 4.2 The execution of the order form will proceed only once there has been written confirmation from our side and on the present contractual clauses and not before the payment agreed upon in the product form has been paid;
- 4.3 Engineeringlift Group will not be held responsible for any refunds due to errors on the predisposition of the products or for any eventual problems or malfunction of the products;
- 4.4 Engineeringlift Group will not be held responsible for any late shipments of the products and no refund will be given to the Company even though the obligation remains with respect to the agreement contained in the



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Order form.

### 5. TECHNICAL ASSISTANCE

- 5.1 The technical assistance relative to the product will only be processed on request of the Company once there has been a written request put in place on the actual contract;
- 5.2 Please remember that the cost of the technical assistance is to be considered separate and is not included in the order module, unless a prior agreement has been put in place on the order module.

### 6. PAYMENTS

- 6.1 The total import on the order module will not be object to eventual ulterior discounts;
- 6.2 The Company is to process the payment based on the terms agreed upon and as indicated on the order module;
- 6.3 In the case of one or more payments, the client will have to with the first payment also pay the relative import of the TAX total as indicated on the order module;
- 6.4 Should the payments, also of only one payment not be processed within 15 days of the preset expiry date, the Company will be liable for:
  - a) Moratory interests equal to the current legal interests;
  - b) Will be penalized 30% of the total payment due as preset on the order module, saving major damages.
- 6.5 In the case of point 6.4 Engineeringlift Group will however have the faculty to resolve the contract;
- 6.6 In the case of point 6.4 Engineeringlift Group will have the faculty not to process the remaining requests of the order form and reserves the right not to process any order module in the future from the same Comapany;
- 6.7 The payments will be processed directly to Engineeringlift Group or to the indicated person with the necessary authorization as specified on the order module;
- 6.8 The relative methods and costs of transfers and payments (RID and RIBA) are at the expense of the Company;
- 6.9 The furnishing of the products will be executed by Engineeringlift Group once the total payment of the relative invoice has been received.

### 7. TRANSPORTATION AND DELIVERY

- 7.1 Unless prior written agreement the shipping, transportation and delivery and unloading cost are at the expense of the Company;
- 7.2 The Company cannot hold Engineeringlift Group responsible for late or missed deliveries;
- 7.3 The term evasion and the term delivery in the order module are to be retained purely as indicative.

### 8. GUARANTEE

- 8.1 The products furnished by Engineeringlift Group are guaranteed within the limits of the original guarantee furnished by the manufacturer and suppliers to Engineeringlift Group.

### 9. COMPLAINTS

- 9.1 A written complaint due to malfunctions or problems with the product will have to be addressed to Engineeringlift Group via post within 8 days after delivery of the product;
- 9.2 In the case preset in point 9.1, the Company will have the rights to an alternative choice with Engineeringlift Group being, to the refund of any import that may have taken place or the furnishing of new products in correspondence with the products originally ordered or the modification and repair of the products received with the exclusion of any other refund not related;
- 9.3 Any complaints of a single product of the order form will not be considered as a problem to the other products ordered and will not affect the validity of the original order form, saving the rights of Engineeringlift Group to proceed with the execution of the parts not contested and to receive the relative payments of the order;
- 9.4 The Company has the onus to prove the timing of the written complaint indicated in point 9.1.

### 10. CEASEMENT OF CONTRACTS



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- 10.1 The order module cannot in any way be ceased by the Company unless there has been an authorised written agreement with Engineeringlift Group;
- 10.2 Engineeringlift Group can however freely cease the order module in all or in part such as favour of the credits born in the acceptance of the order module;
- 10.3 Only in the case of cession or succession of the Company, only then will the cessionary or the assignee be able to enter into the rights and obligations derived from the order module;
- 10.4 In the case of point 10.3, Engineeringlift Group recognises the faculty to request the annulment of the contract within 15 days from the notification of cession or succession.

### **11. TERMS**

- 11.1 This agreement shall commence on the effective date and shall endure for a period of 4 years (four years) thereafter (follow specific terms: see the draft of the contract).

### **12. GENERAL**

- 12.1 This document embodies the entire agreement between the parties relating to the matter dealt with herein and no representation, warranty or undertaking is made except as incorporated herein;
- 12.2 Saving as may be contained herein, this agreement is not subject to any suspensful conditions, which may prevent or postpone the coming into operation hereof;
- 12.3 None of the terms and conditions of this agreement may be waived, amended or cancelled, unless such waiver, amendment or cancellation is agreed upon in writing and signed by the parties related here to;
- 12.4 No indulgence on behalf of the party or any party in exercising any right conferred upon such party in terms of this agreement, shall constitute the waiver or notation of any such rights, nor shall any partial exercise any rights to preclude any other or future exercise thereof and or any other rights under this agreement.

### **13. COMPETENCE FORUM**

- 13.1 Controversies relative to the validity, interpretation, execution or resolution of the agreement may be addressed via the Durban Magistrate's Court;
- 13.2 The parties agree to refer to the Durban Magistrate's Court;
- 13.3 Even in the case of controversies superior to R 100.000 (One Hundred Thousand Rand), with the exclusion of any other Court.