

Reg. No. 2005/011441/23
Vat No. 4030217782

Blue 7 Engineering cc General Conditions of Sale

The following conditions of sale are applicable to all suppliers by Blue 7 Engineering cc unless expressly agreed in writing to the contrary and shall govern any contract between the customer and Blue 7 Engineering cc.

The customer is deemed to have signed his acceptance to these conditions by, inter alia, placing any order with Blue 7 Engineering cc or otherwise contracting with Blue 7 Engineering cc.

1. Price

- a) Blue 7 Engineering cc reserves the right to vary prices and charges without notice.
- b) Prices are net any taxes or duties levied by the Authorities will be added to the invoices and are payable to Blue 7 Engineering cc by customers.

2. Delivery Commitments

Whilst every endeavour will be made to supply all goods on the date stipulated in no circumstances can liability be accepted for any loss or damages suffered by the customer or any third person by reason of failure to meet delivery commitments.

3. Delivery and Passing of Property

- a) Goods shall remain the property of Blue 7 Engineering cc until the whole of the contract price has been paid
- b) Where deliveries are undertaken by Blue 7 Engineering cc, the customer shall ensure unimpeded access for Blue 7 Engineering cc vehicles to the supply point.
- c) Blue 7 Engineering cc reserve the right at any time to levy special delivery charges where geographical and commercial reasons so require. Items short supplied will be back-ordered and delivered on arrival of stock, unless previously cancelled.

4. Damage and Loss of Goods

- a) Goods should be examined immediately on receipt. No claim in respect of shortages, damage or apparent defect in the goods will be considered by Blue 7 Engineering cc unless full details of such shortage, damage or apparent defect have been furnish in writing by the Customer to Blue 7 Engineering cc within 48 hours of the receipt of the goods.
- b) In all cases where the goods are sent by freight or by a carrier other than Blue 7 Engineering cc, the goods are at a risk of the Customer from the time the goods are handed by Blue 7 Engineering cc to the other carrier, and Blue 7 Engineering cc is not responsible for any loss or damage that may occur thereafter.

5. Liability

- a) Save as set out elsewhere herein, the Customer shall have no claim against Blue 7 Engineering cc whatever (not withstanding the termination or lapse of any contract) and without in any way affecting the generality of the foregoing. Blue 7 Engineering cc will not be responsible for loss or damage of any nature whatsoever whether direct or indirect, consequential or otherwise, sustained as a result of any goods or equipment supplied or any advise given or any installation effected or any maintenance undertaken

by Blue 7 Engineering cc being in any way defective or absent or not conforming to the description thereof or as a result of any other cause whatsoever.

- b) The Customer does hereby indemnify and hold Blue 7 Engineering cc harmless against any claim by any third person arising directly or indirectly out of any defects in the goods or equipment supplied and/or advice given to the Customer.

6. Vis Major

Blue 7 Engineering cc will not be liable for failure to fulfil its obligation if such failure is due to war, civil disturbance, riot, act of terrorism, fire, storm, tempest, industrial dispute, breakdown of plant, transport or equipment, act of God or any event or circumstances beyond Blue 7 Engineering cc reasonable control.

7. Returns

Goods may only be returned within 7 days subject to Blue 7 Engineering cc approval and 15% handling charge.

8. Terms of Payment

Where no other terms of payment have been specified by Blue 7 Engineering cc in writing payment shall be made 30 days after the date of delivery of the goods or receipts of the relevant invoice or statement whichever is the earlier.

9. Legal Proceedings

At the election of Blue 7 Engineering cc, all disputes, differences and questions whatsoever which may arise at any time during the subsistence of any contract or thereafter, shall be referred to an arbitrator agreed upon or appointed in terms of the Arbitration Act 1965, as amended. Should Blue 7 Engineering cc not elect so to refer to arbitration, the relevant South African court having jurisdiction of any Magistrate Court Act, 1944, as amended, to the jurisdiction of any Magistrate Court of any District having jurisdiction by virtue of S28 (1) and 45.

