1. GENERAL
1.1 The present document, along with the purchase order to which it relates ("the Purchase Order"), contains all the terms and conditions of the parties’ agreement concerning the goods ("the Goods") or services ("the Services") ("the present Agreement").
1.2 The provisions hereof are subject to the right of the Seller to make normal and reasonable changes in the course of the performance of the Purchase Order, with due notice to the Buyer.
1.3 The present Agreement may not be added to, modified or superseded except by a written instrument signed by an authorized representative of the Buyer.

2. CONCLUSION OF AGREEMENT
2.1 The present Agreement is binding only upon the Buyer and the Seller, unless and until, prior to its conclusion, the present Agreement is amended, modified, supplemented or otherwise altered in writing and the present Agreement, the provisions of the Purchase Order or the formal written consent shall prevail.

3. SPECIFICATIONS AND WARRANTIES
3.1 The quality, quantity and description of the Goods and/or Services shall be in strict conformity with the Purchase Order and/or any applicable specification(s) supplied by the Buyer to the Seller or agreed in writing by the Buyer.
3.2 The Seller warrants that all Goods and Services delivered are:
- fit for the purpose and use described in the Purchase Order;
- of the quality and standard specified in the Purchase Order;
- free from defects;
- free from any claims, liabilities, or any applicable requirements in laws and regulations;
- free of any patent, license and other intellectual property rights of third parties.
All such warranties shall be in accordance with the Goods and Services Act, 1950 (Act No. 126 of 1950).

4. PRICE
4.1 The price of the Goods and/or Services shall be stated in the Purchase Order and unless so stated shall be:
- exclusive of any applicable value added tax and goods and services tax;
- inclusive of all other imports and taxes, duties, transport and traveling costs, and costs of insurance, adequate packaging, unloading, inspections, tests, certificates and the like.
4.2 The price shall not be subject to change without the prior written consent of the Buyer.

5. PAYMENT
5.1 The Seller shall invoice the Buyer at any time after delivery of the Goods or performance of the Services.
5.2 The Buyer is entitled to set off against any invoice amount due to the Buyer any amount already paid or delivered Goods or services of any kind, whether by law, by agreement, or by operation of the INCOTERMS (ICC INCOTERMS 2000). If no INCOTERMS terms apply, delivery shall be understood to occur at the moment unloading has finished taking place at the location designated by Buyer.
5.3 Time of delivery of the Goods and of the performance of the Services is of the essence and shall start to run from the date of the Purchase Order or the date on which the Seller is placed in possession of such information and documentation as required by the Buyer in order to determine that the Goods or Services are complete and ready for delivery. An event such set out of time in a circumstance of any kind hereby agrees to be in law and legally liable on any debt owed by such affiliates up to the amount payable by the Seller.

6. DELIVERY
6.1 The Seller may place an order on the agree INCOTERMS (ICC INCOTERMS 2009). If no INCOTERMS terms apply, delivery shall be understood to occur at the moment unloading has finished taking place at the location designated by Buyer.
6.2 Time of delivery of the Goods and of the performance of the Services is of the essence and shall start to run from the date of the Purchase Order or the date on which the Buyer is placed in possession of such information and documentation as required by the Buyer in order to determine that the Goods or Services are complete and ready for delivery. An event such set out of time in a circumstance of any kind hereby agrees to be in law and legally liable on any debt owed by such affiliates up to the amount payable by the Seller.
6.3 Goods are delivered in accordance with the delivery terms specified in the Purchase Order, at the place of delivery mentioned in or agreed in the Purchase Order, or in accordance with the Council ("REACH") applies to the manufacturing or purchase of the Goods, the foregoing accordance with the Seller and the Buyer are mutually acceptable and the Buyer shall observe the delivery terms on an annual basis or sooner in the event such document has been modified or revised in accordance with the applicable local language where such modifications are not understood, and such local language document has not been made available to the Buyer.
6.4 If the Seller is in the position of being able to supply all or some of its goods, then the Seller shall provide such notice to the Buyer at least one month in advance of the delivery of the Goods.

7. RISK AND TRANSFER OF TITLE
7.1 The Seller shall at all times make technically feasible changes in or additions to agreed Goods and/or Services and to the extent reasonable and provided that within five (5) days after the Seller agrees to purchase for such changes or additions to the Goods and/or Services, the Buyer agrees in writing with the changes and additions as well as the indicated price by Buyer before they are executed.
7.2 The Seller shall immediately notify the Buyer if any Goods or Services are damaged or lost while in the possession of the Seller, or while in transit at the request of the Buyer.
7.3 The Seller shall not be responsible for any Goods or Services delivered to the Buyer after the delivery date specified in the Purchase Order, provided the Buyer returns the Goods to the Seller at the Seller's risk and expense.

8. PRICE REMAINING IN EFFECT WHILE ORDER IS IN FORCE
8.1 If the price of the Goods and/or Services shall be stated in the Purchase Order and unless so stated shall be:
- exclusive of any applicable value added tax and goods and services tax;
- inclusive of all other imports and taxes, duties, transport and traveling costs, and costs of insurance, adequate packaging, unloading, inspections, tests, certificates and the like.

9. WARRANTIES AND INDEMNITY
9.1 The Seller warrants that:
- the Seller shall have the right and authority to enter into the Purchase Order and execute the Purchase Order, and the Seller is not subject to any restrictions that may affect its ability to perform under the Purchase Order or the present Agreement;
- the Seller shall have the right and authority to enter into the Purchase Order and execute the Purchase Order, and the Seller is not subject to any restrictions that may affect its ability to perform under the Purchase Order or the present Agreement;
- the Seller shall have the right and authority to enter into the Purchase Order and execute the Purchase Order, and the Seller is not subject to any restrictions that may affect its ability to perform under the Purchase Order or the present Agreement;
- the Seller shall have the right and authority to enter into the Purchase Order and execute the Purchase Order, and the Seller is not subject to any restrictions that may affect its ability to perform under the Purchase Order or the present Agreement;