

# STANDARD TERMS AND CONDITIONS OF SALE AND CREDIT/OTHER ACCOUNT FACILITIES

## OMRON ELECTRONICS (PTY) LTD REG. No. 2005/019824/07

(hereinafter referred to as “The Supplier”)

### 1. SCOPE AND INTERPRETATION

- 1.1 These terms and conditions shall apply in respect of each and every contract for the sale or provision of goods and/or services and/or the undertaking of projects by the supplier, unless specifically otherwise agreed between the parties in writing.
- 1.2 The provisions of these terms and conditions shall overrule any terms and conditions of contract of the customer, unless otherwise agreed between the parties in writing.
- 1.3 The supplier may agree to a specific contract on special terms set out in the quotation or tender for such contract, and in the event of any inconsistency between the provisions of these terms and conditions and any such special terms, the special terms of the specific contract shall prevail.
- 1.4 In these terms and conditions headings embodied in the clauses are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention.
- 1.4.1 the singular shall include the plural and vice versa;
- 1.4.2 the reference to one gender shall be capable of being construed as reference to the others; and
- 1.4.3 the reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa.
- 1.5 Unless the context of these terms and conditions clearly indicates a contrary intention, the following words or phrases shall have the meaning assigned to them:
- 1.5.1 “the supplier” shall mean Omron Electronics (Pty) Ltd.
- 1.5.2 “the customer” shall mean any party who purchases goods and/or services from the supplier or with whom a contract is concluded by the supplier.
- 1.5.3 “goods” shall be those goods to be supplied by the supplier as specified in the supplier’s quotation and/or sales invoice;
- 1.5.4 “services” shall be those services to be supplied by the supplier as specified in the supplier’s quotation and/or sales invoice;
- 1.5.5 “projects” shall mean any complete project or projects, or parts thereof, to be undertaken by the supplier and as specified in the supplier’s quotation;
- 1.5.6 “order” shall mean a written request or instruction by the customer for the supply of the goods and/or services and/or the undertaking of projects by the supplier;
- 1.5.7 “quotation” a written quotation or tender by the supplier for the supply of the goods and/or services and/or the undertaking of projects;
- 1.5.8 “contract” shall mean any contract for the supply of goods and/or services and/or the undertaking of projects by the supplier;
- 1.5.9 “works” shall mean all goods, work and services to be provided by the supplier in terms of the contract;

1.5.10 “due date”

shall mean:  
in relation to payment for the supply of goods, the agreed terms from the date of invoice or from the date of statement, on which date the goods were supplied and such day appearing on the invoice for the first time, and in relation to payment for the supply of repair services and similar non project type services, the agreed terms from the date of invoice or from the date of statement, on which date repair services and similar non project type services were supplied and such date appearing on the invoice for the first time; and

In relation to payment for the supply of other services and/or projects, the agreed terms after the take-over date or, where the take-over date is delayed by the customer or by another contractor having an involvement in the project or as a result of anything else out of the control of the supplier, the agreed terms after the services and/or project have been completed and, in the sole opinion of the supplier, have been ready for use;

1.5.11 “the agreed terms”

shall mean the number of days credit allowed from the date of invoice or from the date of statement as agreed between the parties, either net or subject to a settlement discount as agreed to in writing by the supplier;

1.5.12 “retentions” shall mean the withholding of portions of the contract price if so agreed upon between the parties, the purpose of which shall be to ensure the due fulfilment by the supplier of its obligations in terms of the contract;

1.5.13 “delivery”

unless inconsistent with, or otherwise indicated by the contents of any specific contract between the parties, shall be regarded as having taken place:

- (i) in the case of delivery ex-stores, to the supplier’s premises or in the case of collection by the customer from the supplier’s premises: when the delivery note is signed by the customer or his representative;
- (ii) in the case of delivery by rail: when a Rail Consignment Note (accompanied by a set of packing lists or detailed delivery note)

- is stamped by South African Transport Services;
- (ii) in the case of delivery by rail: when a Rail Consignment Note (accompanied by a set of packing lists or detailed delivery note) is stamped by South African Transport Services;
- (iii) in the case of delivery through post: when a parcel post receipt or other proof of postal despatch (accompanied by a set of packing lists or detailed delivery note) is stamped by the South African Post Office;
- (iv) In the case of delivery by air: when an air waybill (accompanied by a set of packing lists or detailed delivery note) is stamped by the air carrier in question;
- (v) in the case of delivery to a customer's address in South Africa or an adjoining territory as per (ii), (iii) and (iv) above, as the case may be but with consignment note, proof of posting or air waybill endorsed "carriage paid". Alternatively when a delivery note is signed by the customer or his authorised representative;
- (vi) in the case of delivery F.O.B. South African port: when an original bill of lading (accompanied by a set of packing lists or detailed delivery notes) is signed by the carrier;
- (vii) in the case of delivery C.I.F. to the customer's port of entry, ex South African port: as per (vi) above, but with bill of lading (accompanied by proof of insurance cover to port of destination) endorsed "freight paid";
- (viii) in the case of delivery by courier / road transport company dependent on whose behalf the company concerned is acting. If the supplier's agent then when the customer signs for receipt of the goods. If the customer's agent then when the customer's agent signs for receipt of the goods
- 1.5.14 "these terms and conditions" this document;
- 1.5.15 "business day" any day of the week excluding Saturdays, Sundays and public holidays in the Republic of South Africa.

1.5.16 "parties" means the customer and the supplier and "party" shall mean either of them, as the context requires.

## 2. QUOTATIONS

- 2.1 When the supplier supplies a quotation no contract between the parties shall exist until acceptance of that quotation by the customer is received in writing by the supplier, together with the official order number of the customer, unless circumstances exist which call for the immediate commencement with the works, in which event the parties shall attempt to conclude the contract as soon as is possible under the circumstances by means of an acceptance of a quotation issued by the supplier and the acceptance of such quotation by the customer.
- 2.2 If the customer purports to accept any quotation subject to any qualification or to any terms other than those contained in these terms and conditions and in the quotation, no contract shall be concluded and the supplier shall not be bound until it expressly binds itself in writing to those terms.
- 2.3 Any drawings or information supplied with a quotation shall not be transmitted or communicated to any person, whether natural or juristic, who is not subject to the provisions of these terms and conditions, without the supplier's prior written authority. Ownership of all plans, diagrams and patterns shall remain vested in the supplier and no copies of such shall be made without the supplier's prior written consent.
- 2.4 Unless otherwise stated in a quotation, data such as dates, dimensions, weights, capacities, calculations and quantities specified in a bill of quantities accompanying the quotation shall be approximate guides only and unless the correctness of such data is expressly guaranteed by the supplier, such data shall not give rise to any claim or action against the supplier. In the event of actual quantities of goods used by the supplier, or the extent of the services required, exceeding any amounts specified in any quotation or Bill of quantities, the customer shall pay any additional costs arising out of the sue of such xtra goods or services.
- 2.5 The supplier reserves the right to make any reasonable changes to the design or form of any goods ordered provided that the stated performance, quality and specification of the goods remain unaffected.
- 2.6 A quotation provided by the supplier to a customer shall remain valid, and unless withdrawn prior to acceptance, shall be capable of acceptance within the period stated therein, or where no period is stated, for a period of thirty (30) days as calculated from the date of the quotation.
- 2.7 The acceptance of any quotation must be accompanied by sufficient information in writing to enable the supplier to proceed with the execution of the order forthwith, failing which the supplier shall be entitled to amend the quoted prices to cover any increases in cost incurred as a result of such delay.
- 2.8 When a quotation has been given for the sale of goods "ex stock" and if an order is subsequently received for such goods, there will be no obligation on the supplier to supply such goods if prior to the placing of the order on the supplier, the supplier has sold such goods to a third party.
- 2.9 Unless otherwise stated quotation and budget prices are estimates only and shall not bind the supplier.

## 3. LIMIT OF CONTRACT

The supplier shall only be obliged to supply the goods and/or services as are specifically quoted for and accepted by the customer.

## 4. PACKING

Unless otherwise specified, all prices contained in a quotation shall include packing in accordance with the standard practice of the supplier.

## 5. CONTRACT COMPLETION, DELIVERY AND CLAIMS IN RESPECT OF GOODS DELIVERED.

- 5.1 Delivery of any goods supplied under these terms and conditions shall be regarded as having taken place as contemplated in clause 1.5.13. Any services provided to the customer under these terms and conditions shall be deemed to have been satisfactorily completed by the supplier when the customer signs a "sign off" document.

- 5.2 Where the supplier agrees to deliver any goods supplied under these terms and conditions to the customer, delivery shall be regarded as having taken place upon physical delivery thereof to the address referred to in clause 5.2 below, or a mutually agreed storage facility, and the date of such delivery shall be the delivery date for purposes of this contract. In the event that the supplier is ready to deliver and the customer is not ready to accept delivery at the address referred to in clause 5.2 below, or, where the storage facility where such delivered goods would be stored is not ready to accept delivery thereof, then the supplier shall store such goods on behalf of the customer in its own storage facilities and shall be entitled to claim from the customer its the prevailing storage charges therefor.
- 5.3 The addresses at which the goods and/or services shall be supplied shall be those addresses specified on the customer's order form.
- 5.4 The supplier shall endeavour to complete delivery within the time period specified in the quotation but shall not incur any liability of any nature whatsoever by the customer in the event of a failing so to do, unless specifically otherwise agreed in writing.
- 5.5 It is the duty of the customer to inspect the goods on receipt, and by signing the delivery note the customer shall be deemed to have confirmed the receipt of the goods in good order, except to the extent of any damage thereto which is endorsed on the delivery note. If the customer is unable to adequately inspect the goods on receipt they may endorse the delivery note to that effect, and the customer shall be obliged to inspect the goods within 7 (seven) days after the delivery date, failing which the customer shall be deemed to have confirmed the receipt of such goods in good order.
- 5.6 It is agreed that after delivery to and acceptance of the goods by the customer, the customer will inspect and test the goods and that subject to any law no defective goods may be returned to the supplier for credit more than 7 days after the delivery date.
- 5.7 Any goods returned to the supplier due to an error in ordering by the customer will be accepted for credit solely at the discretion of the supplier and will in all cases be subject to a handling charge equal to 10% of the value of the order.
- 5.8 The goods delivered, erected or installed are deemed to be operating satisfactorily unless the supplier receives written notification to the contrary from the customer within 7 days after the delivery, erection or installation of the goods, and the customer returns same to the supplier within such period.
- 5.9 Subject to any law, and notwithstanding the requirements of clauses 5.4 to 5.7 goods older than 6 weeks from date of purchase are not returnable. Goods will not be accepted unless a valid reason is given for the return.
- 5.10 A RMA number must be obtained from the supplier's internal sales department prior to returning goods.
- 5.11 Where any goods have been returned by a customer to the supplier on the basis of a defect in such goods, credit notes for goods returned by the customer will only be processed once such goods have been tested to ensure any defect is not as a result of the customer having treated the goods improperly or negligently, the goods having been subjected to unsuitable working conditions, incorrectly mounted, wired or overloaded or if installation of operating instructions have been disregarded, or if it is a case of normal wear and tear. If the customer has not taken suitable precautions which would minimise the damage and this is identified when testing the goods the supplier will not pass credit for defective goods returned.
- 5.12 Where goods are returned other than for defects, the supplier will only accept the returned goods if they are in their original packaging; have not been used and can be resold as a new product. The supplier will inspect these goods to ensure they are in their standard packaging and are resaleable in accordance with the standard practice of the supplier, before processing any credit notes for such returned goods.
- 5.13 All goods returned must be recorded on the supplier's Goods Returned by Customer document.

## 6. PRICES AND PAYMENT THEREOF.

- 6.1 The price for a specific contract or order shall be as reflected in the quotation, or as agreed and/or amended by the parties in writing.
- 6.2 The prices quoted in any quotation, price list or order confirmation shall exclude Value Added Tax or any other sales tax, levy or duty imposed by the Government or other authority of sales.
- 6.3 The supplier reserves the right to vary its prices and to issue new prices lists in response to changes in their supplier's prices and/or specifications, variations in rate of exchange and any other variations or events beyond the supplier's control or which may be due to a pricing review. Whilst every reasonable attempt will be made to notify regular customers, purchasing at least once a month, in writing about such variations, the supplier shall not be liable to any customer in the event of a nonreceipt of such notification for any reason whatsoever.
- 6.4 Any variations in the Value Added Tax, Customs and Import Duties, Ocean Freights, Railrage Rates and other duties and taxes imposed on either purchases or sales between the date of supplier quotation or price list and the time of shipment or clearance or delivery, a the case may be, shall be for the account of the customer. The supplier may in writing agree to exclude Customs and Import Duties, Ocean Freights, Air Freights and/or Railrage Rates from being for the account of the customer.
- 6.5 In the event of a variation or suspension of work at the instance of the customer or as a result of a lack of instruction by the customer or as a result of delay caused by force majeure circumstances, the supplier shall be entitled to increase the contract price by a sum of money sufficient to cover the extra expenses incurred or sustained by it as a direct or indirect consequence of such variation or suspension or delay.
- 6.6 Unless otherwise agreed, payment terms shall be either payment against invoice or statement or progress payments whichever is specified in the quotation, and if progress payment are in force payment intervals and the bases of calculation of such payments will be those as set out in the quotation.
- 6.7 Unless otherwise agreed in writing between the parties, prices shall generally be payable on due dates reflected in the quotation, absent which shall be the dates defined in clause 1.5.10.
- 6.8 Without prejudice to any of its rights of supplier, if any payment is not made on the due date it shall bear interest at the rate of interest which is three percentage points above the prime interest rate charged on short term loans and facilities by the supplier's bankers as they may be from time to time, which interest shall be calculated from the date any such payment falls due until its paid, compounded monthly in advance.
- 6.9 The supplier shall be entitled, in its sole and absolute discretion, to appropriate any payments received on account of the customer's indebtedness to any indebtedness whatsoever of the customer to the supplier.
- 6.10 In the event of the customer disputing any amounts due by it to the supplier, which dispute may be bona fide then the customer shall only be entitled to withhold payment of that amount in dispute and shall not be entitled to withhold the full payment then due by it to the supplier.
- 6.11 A certificate produced and suitably signed by the supplier, detailing the invoice numbers, invoice dates, invoice amounts due, the interest rate applicable in terms hereof and the interest payable, shall be prima facie proof of the facts stated in such a certificate and will be binding upon the customer for purposes of obtaining summary judgement against the customer.
- 6.12 Settlement discount may be granted for early settlement of the current balance if payment is received within 15 or 30 days of statement date. Such settlement discount will be subject to negotiation and at rates agreed upon from time to time. When settlement discounts are applicable for early settlement they will only be credited to the customer's account if payment is made on or before the relevant due date for early settlement in terms of 6.6 and 6.15 of these Standard Terms and Conditions.
- 6.13 Should the customer at any stage default in the observance of any of the payment terms hereof, the supplier shall, without prejudice to any other rights of the supplier, be entitled to (i) claim the full amount then owing by the customer of the supplier, notwithstanding the fact that such amount may not at any time be due and payable (ii) suspend further shipments of goods until full payment is made.

- 6.14 The supplier reserves the right to make partial deliveries against any order and the customer shall make payment in respect thereof, as stipulated in the contract.
- 6.15 Payment will only be acknowledged when the relevant deposit is acknowledged by the supplier's bankers as having been deposited into the supplier's bank account by the supplier or the customer. Proof of this acknowledgment will be an authentic bank stamped copy of the deposit slip or an entry reflecting the deposit on the supplier's bank statement. Where a direct deposit or transfer is made into the supplier's bank account by the customer, the customer must supply the supplier with an authentic bank stamped copy of the deposit slip or proof of electronic funds transfer.
- 6.16 It is the responsibility of the customer to ensure that payments are either deposited into the supplier's bank account (supported by adequate detail to identify the deposit) by due date or received at the supplier's domicilium citandi et executandi or physical address as identified in clause 23.1.1 of these terms and conditions in time for the supplier to bank the monies into the supplier's bank account by due date.
- 7. OWNERSHIP**
- 7.1 The ownership in all goods sold, delivered or in any other way made available to the customer by the supplier shall remain vested in the supplier until the customer has made full payment of the contract price for such goods.
- 7.2 The customer shall be obliged at all times to give notice of the supplier's continued ownership in the goods to every possessor thereof, and every landlord of premises in or on which the goods are stored or may be placed or installed, whether for sale, repair, assembly or otherwise.
- 7.3 Without prejudice to any of its rights in terms of these terms and conditions or the law, the supplier reserves the right to repossess goods in the event of the customer failing to make any payment on due date or at all.
- 8. LOAN SAMPLES**
- The supplier may, from time to time and at the request of the customer, provide the customer with equipment on loan ("loan samples"). Any loan samples provided to the customer will be governed by the terms and conditions contained in the suppliers "Acknowledgement of Receipt of, and Terms and Conditions Governing, Loan Samples", regardless of whether the customer has read and/or signed such document. The customer agrees that, by accepting any loan samples from the supplier, it is agreeing to be bound by the terms and conditions contained in the supplier's "Acknowledgement of Receipt of, and Terms and Conditions Governing, Loan Samples".
- 9. PROJECTS**
- Additional terms and conditions related to projects shall be specified in the quotations related to such projects and shall form part of any specific contract entered into between the supplier and the customer. These shall amongst other requirements cover testing required and contract completion and hand over.
- 10. SUB-CONTRACTING**
- The supplier has the right to appoint third parties to fulfil any of its obligations under these terms and conditions, but the supplier shall remain responsible to the customer to ensure that such obligations are properly and timeously performed.
- 11. TRAINING.**
- 11.1 The supplier provides training and training facilities on terms and conditions to be agreed upon from time to time.
- 11.2 The additional terms and conditions related to training shall be as set out in a training course schedule, together with any quotations accepted by the customer.
- 12. RISK**
- 12.1 The risk in the goods or any portion of the works shall pass from the supplier to the customer upon delivery of the goods or relevant portions of the works to the customer or its agent.
- 12.2 In the event of any goods being repossessed by the supplier, the customer shall be liable for any damage sustained to the goods, from the time the goods were delivered by the supplier until such time the goods were repossessed by the supplier.
- 13. LIABILITY FOR DELAY AND EXTENSIONS**
- Any times quoted for delivery are dependent upon receiving of all necessary information to enable the supplier to commence work and to proceed therewith without interruption. Whenever any delay is caused by any instructions, or the lack thereof, by the customer, or as a result of industrial dispute or force majeure or any other cause whatsoever beyond the reasonable control of the supplier, the time for delivery shall be extended by a reasonable period in the circumstance.
- 14. WARRANTY**
- 14.1 The supplier warrants that all goods offered will be manufactured from new materials, all materials and workmanship being of good quality and description. If within 12 months from the date of delivery, any defects occur which can be shown to have arisen during this time as a result of poor materials and workmanship. The supplier, in its sole discretion guarantees to make good such defects by either repair or replacement which shall be the remedies available in connection with such defects.
- 14.2 However, the warranty is not valid if the goods have been improperly or negligently treated, subjected to unsuitable working conditions, incorrectly mounted, wired, overloaded or if installation or operating instructions have been disregarded, or if it is a case of normal wear and tear. This warranty becomes void if the customer does not take suitable precautions which would minimize the damage and/or if the warranty claim is not reported to supplier by means of a written notice immediately after the customer became aware of should have reasonably become aware of the defect.
- 15. LIMITATION OF LIABILITY**
- 15.1 Subject to any laws or warranty obligations that the supplier may have in terms of this agreement, the supplier shall under no circumstances whatsoever have any liability, contractual or dilectual, towards the customer for the death or injury to the employees of the customer or for any losses or damages, direct as well as indirect or consequential, suffered by the customer and that are directly or indirectly caused by:
- (i) any defect in any goods or services supplied by the supplier;
  - (ii) a breach by the supplier of its obligations in terms hereof; or
  - (iii) any other act or omission of the supplier, its employees and agents in connection with the execution of this agreement.
- 15.2 Subject to any laws, the customer hereby indemnifies and will hold the supplier harmless against any such claims in respect of which the supplier has excluded liability in terms of 15.1 above.
- 16. RELIEF FROM DUTIES UNDER THE ACT**
- 16.1 The customer undertakes to take such steps as are sufficient, necessary and reasonably practicable in order to ensure that the goods supplied in terms of a contract are used in accordance with the supplier's instructions for the proper and safe use thereof, and further, that the goods supplied will be safe and without risks to health when properly used, and herewith releases the supplier from any duties imposed on the supplier by section 10 of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) or section 21 of the Mine Health and Safety Act, No. 29 of 1996 (as amended), whichever is applicable.
- 16.2 The supplier shall under no circumstances assume any liability for any health and safety hazards arising out of the misuse or abuse of the products manufactured, sold, imported or supplied by the supplier.
- 17. RETENTIONS**
- No retentions shall apply to any contract unless specifically agreed between the parties in writing and the customer shall under no circumstances be entitled to retain any portions of the contract price.
- 18. PENALTIES**
- 18.1 The supplier shall not be liable for the payment of penalties unless specifically so agreed between the parties in writing.
- 18.2 Where enalties are agreed between the parties, the amount of penalties shall: be calculable on the value of the outstanding portion of the works only.
- 19. LAW TO APPLY**
- This agreement shall be governed by and construed in accordance with South African law.

- 20. BREACH**
- 20.1 This agreement shall be breached by a party if (i) such party is placed into liquidation, whether provisionally or finally; (ii) such party, or an affected person, applies to court for an order placing such party under supervision and commencing business rescue proceedings, as contemplated in section 131(1) of the Companies Act, No. 71 of 2008; (iii) such party enters into, or attempts to enter into, a compromise with its creditors. Where either party commits a breach of this agreement as aforesaid, the other party shall be entitled, but not obliged, to terminate the agreement immediately by written notice to the breaching party.
- 20.2 Should either party commit a breach of any provision of this agreement and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party requiring it to do so, then the party aggrieved by such breach shall be entitled, without prejudice to its other rights at law, to claim specific performance of all the defaulting party's obligations, whether or not such obligations would otherwise have fallen due for performance or to claim cancellation of this contract, in either event without prejudice to its right to claim damages, and who shall be entitled to claim payment of any legal costs incurred from the other party on an attorney and client scale.
- 21. FORCE MAJEURE**
- 21.1 The customer shall not have any claim of any nature whatsoever against the supplier for any failure of the supplier to carry out any of its obligations as a result of force majeure, which shall include, but without being limited to, any strike, lock-out, shortage of labour or materials, fuel shortage, delays in transport, accidents of any kind, any default or delay by any sub-contractor or a supplier of the supplier, riot, sabotage, terrorism, political or civil disturbances, the elements, any act of any state or government or other authority, or anything occurring over which the supplier has no reasonable control.
- 21.2 If any obligation of the supplier is delayed by any cause referred to in clause 21.1 above, the period for carrying out the obligation shall be extended to such period (which need to be limited to the actual delay) as the supplier may reasonably require.
- 22. ARBITRATION**
- 22.1 Any dispute arising from or in connection with this agreement including its breach, cancellation or termination shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. Such arbitration shall take place in Sandton, South Africa.
- 22.2 Without derogation from the meaning of the word 'dispute', which word shall be interpreted widely, it shall be regarded as a dispute for the purposes of this clause if one party addresses to the other any notice in terms of this agreement or dealing with any matter related, directly or indirectly, to this agreement including its breach, cancellation or termination which notice calls either for remedy of any such breach or for a response to that notice and, after the lapse of time specified in this agreement for remedy or response, (for, in the absence of any such specified time, a period of 7 (seven) days from the date of receipt of the notice), the party which gave the notice alleges that no inadequate remedy has occurred or that no or inadequate response has been received.
- 23. DOMICILIUM**
- 23.1 The parties choose as domicilium citandi et executandi ("domicilium") and for the delivery of all notices arising out of this agreement or its termination or cancellation, the addresses set out below:
- 23.1.1 the supplier at the physical address that appears on the supplier's official letterheads and/or statements:
- 23.2 Either party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 23.3 Any notice given and any payment made by any party to any other ('the address') which:
- 23.3.1 is delivered by hand using normal business hours of the addressee at the addressee's domicilium shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 23.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium shall be deemed, until the contrary is proved by the addressee, to have been received on the seventh day after the date of posting.
- 23.3 Any notice given and any payment made by any party to any other ('the address') which:
- 23.4 No provision of this domicilium clause shall be taken as affecting the validity of any notice which is actually received by any party, whether at its domicilium or not and whatever delivered in terms of the express provisions of this domicilium clause or not and any notice which is actually received by any part shall be deemed to be notice validity given.
- 24. GENERAL**
- 24.1 No alteration of, variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.
- 24.2 Subject to clause 24.1 above, these terms and conditions contains the sole and entire record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.
- 24.3 No indulgence, leniency or extension of time, which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 24.4 Neither party may cede its rights or delegate its obligations in terms of this agreement without the prior written approval of the other party, save that the supplier may cede its rights or delegate its obligations (or both) to any affiliated company of the Omron Group as is constituted by Omron Corporation and its direct and indirect subsidiaries.
- 24.5 Any person who signs any credit application form or order or document on behalf of the customer warrants that he is authorised thereto by the customer.
- 24.6 These Standard Terms and Conditions of Sale form part of the application for credit facilities and the signatory or signatories thereto acknowledge that they have read, agreed and irrevocably accept and understand the Standard Terms and Conditions of Sale.
- 24.7 The supplier shall be required to issue letters of demand and institute legal proceedings as required in terms of its credit insurance policy and this fact shall be highlighted in all relevant correspondence to the customer or his authorised representative.
- 24.8 In the event of an order being placed on the official order form of the customer, the customer shall be precluded from denying the validity of such order, notwithstanding the fact that such order may have been signed by a person not authorised to do so.
- 24.9 Any provision in these terms and conditions which is or may become illegal, invalid or unenforceable in any jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of these terms and conditions, without invalidating the remaining provisions of these terms and conditions or affecting the validity or enforceability of such provision in any other jurisdiction.

**For Office Use**

1. APPLICATION DETAILS  
CHECKED / VERIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CREDIT CONTROLLER

2. APPLICATION REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUSINESS UNIT / REGIONAL MANAGER

3. APPLICATION REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
FINANCIAL MANAGER

4. APPROVED CREDIT LIMIT: R \_\_\_\_\_  
TERMS: \_\_\_\_\_  
AUTHORISED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
GENERAL MANAGER

5. CGIC DETAILS:      UNIQUE REF. NO. \_\_\_\_\_  
                                 ANNEXURE NO. \_\_\_\_\_  
                                 BUYER FILE NO. \_\_\_\_\_

ENTERED BY: \_\_\_\_\_  
(SIGNATURE)

6. CUSTOMER MASTER FILE UPDATED AS PER ATTACHED NEW CUSTOMER INPUT FORM

BY: \_\_\_\_\_ DATE: \_\_\_\_\_