



POLIFILM South Africa (Pty) Ltd. PO- Box 17203 Randhart Alberton 1457

Terms and conditions of sale

1. Terms and conditions

- 1.1 Any acceptance of an order placed by or on behalf of the Purchaser with POLIFILM is expressly conditional upon the Purchaser agreeing to the terms and conditions set out hereunder.
- 1.2 By your signature at the foot of this document, the Purchaser agrees that any sale resulting from acceptance by Poli-Film of the Order shall be subject to the conditions set out hereunder.
- 1.3 I/We, the undersigned hereby declare that I/we are authorized to sign this Application on behalf of the Company/Business mentioned in this Application Form for credit.
- 1.4 I/We accept that should there be any intention of changing control or ownership of the Applicant's business, POLIFILM must be advised in writing of such intention at least 30 (thirty) days prior to the effective date.
- 1.5 I/We acknowledge that should credit facilities be granted as a result of this Application, that they may be withdrawn by Poli-Film at any time without prior notice and that the decision as to whether or not to grant credit facilities to the Purchaser is at the sole discretion of POLIFILM
- 1.6 The Purchaser consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1994 (as amended) having jurisdiction under Section 28 of the said act, notwithstanding that the claim by the Seller exceeds the normal jurisdiction of the Magistrate's Court as to amount. The Seller shall in its discretion be entitled to proceed against the Purchaser in any other court of competent jurisdiction, notwithstanding the foregoing
- 1.7 The Purchaser hereby chooses as its domicile citandi et executandi for all purposes in connection with or arising out of its contract with the Seller, at the address as stated on the attached form marked "Credit Application Form"
- 1.8 The applicant hereby confirms that he/she has read and understood the clauses, and agrees to bind the applicant to terms and conditions of this application

2. Delays

POLIFILM shall not be responsible for any delays in executing the order or delivering the goods purchased resulting from causes beyond its control or the control of its suppliers or sub-contractors including, but not limited to, any accident, act of the buyer, strikes or other labour difficulties, shortage of labour, supplies or transportation facilities.

3. Quotations

All quotations given by POLIFILM will automatically expire thirty (30) days from the date of the quotation unless withdrawn sooner or otherwise stipulated.

Directors: Garth Bentley (South Africa), Oliver Berger (Germany), Franck Valette (France)

POLIFILM SOUTH AFRICA (Pty) Ltd.
Culverwell Business Park
143 Houtbaai Street
Elandshaven
Germiston

Tel: +27 11 708 1041
Fax: +27 11 708 1578
Email: Garth.bentley@polifilm.co.za
Reg. No.1997/017774/07



4. Warranties

POLIFILM warrants that the products covered by this contract, will be free from defects at the time of dispatch from POLIFILM's premises. In the event of any defect existing in the product at the time of dispatch, then the Purchaser's exclusive remedy and POLIFILM's sole duty under these warranties, is to replace the product, or if it cannot be replaced to refund to the Purchaser the price at which such product was sold by POLIFILM to the Purchaser. There are no other warranties, whether express or implied, which extend beyond those set forth above.

5. Transportation charges and risk of loss

Unless otherwise specifically agreed in writing between the parties, risk of loss for the product sold hereunder passes to the Purchaser upon delivery to the carrier. Any notices of shortages or other errors must be made in writing within 7 (seven) days after receipt of shipment. Failure to give such notice shall constitute acceptance of the product sold.

6. Limitation of liability

POLIFILM's total liability for damages, whether arising in contract or delict, arising out of or relating to the sale of the products to the Purchaser, shall be limited to the selling price for the product concerned. In no event shall POLIFILM be liable for any incidental or consequential damages such as loss of profits, loss of sales, expenses or damages incurred in reliance on POLIFILM's performance hereunder, or lost production whether suffered by the Purchaser or any third party. In regard to the products sold, it is the responsibility of the purchaser to approve the fitness of use of such products.

7. Variation

This contract constitutes the entire agreement between the Purchaser and POLIFILM relating to the products sold. No variation or cancellation of any of the terms hereof shall be of any force or effect unless in writing and signed by both the Purchaser and POLIFILM.

8. Set off

- 8.1 In the event of POLIFILM becoming indebted to the Purchaser, POLIFILM may set off such indebtedness against any monies, which may be or become owing by the Purchaser to POLIFILM. The Purchaser has no right of set off against POLIFILM.
- 8.2 The conditions of sale and any contract arising out of it are governed by the laws of the Republic of South. The Seller cannot be held responsible for goods ordered telephonically otherwise are not confirmed by an official order. All illustrations, descriptive matter, drawings, catalogues, advertisements, pamphlets and the like accompanying any quotations or in the Purchaser's hands before or after the Purchaser places an order, are supplied in good faith for general information only and do not form part of the contract.

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- Page 3 -

8.3 Notwithstanding any waiver, indulgence or relaxation express or implied granted by us to the Buyer, all these conditions shall remain in force unless and until abrogated by us in writing, and any obligation of the Buyer hereunder shall in any case remain in full force and effect.

DATE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

CAPACITY: _____

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