

# GENERAL TERMS AND CONDITIONS APPLICABLE TO PURCHASES FROM MIMIC COMPONENTS CC

## 1. DEFINITIONS

- "Seller" means the specific member of Mimic Components CC, as specified overleaf.
- "Purchaser" means the person or legal entity as specified overleaf; and being the customer of the Seller.
- "parties" means the Seller and the Purchaser.

## 2. ORDERS

- The Seller's quotation; the Purchaser shall place a written order with the Seller and same shall constitute a valid purchase agreement and shall be binding on the parties. The Seller reserves the right to decline an order; or any offer of an order; on notice to the Purchaser.

## 3. CONFIRMATION OF QUOTATIONS

- Quotations provided by the Seller are subject to written confirmation of acceptance of the terms thereof by the Purchaser ("an order") and no contract shall be concluded until such order has been dispatched to the Seller within the time specified on the quotation. Once material to be printed, or goods to be manufactured, have been validly ordered by the Purchaser as stated above; the Purchaser is liable to the Seller for payment of the full Invoice amount pertaining to such order.

## 4. PERFORMANCE AND WARRANTIES

- The Seller's manufacturer warrants that the goods sold by the seller will be free from defects in material and / or workmanship under optimal use and service, and for the applicable warranty period. The extent of the warranty period will depend on the period provided by the Seller's manufacturer. The Seller's sole obligation under this warranty shall be; at its sole option and discretion; to repair or replace any defective component or part of such goods within a reasonable period; alternatively to credit the purchaser's account with the market related value of such goods; provided that such faulty goods are returned to the seller's premises at the expense of the Purchaser.
- This warranty shall specifically exclude:-
  - a) any alleged defective goods which have been repaired or altered by someone other than the Seller's designated personnel or authorised representatives; unless such repair or alteration was affected pursuant to the prior written approval of the seller; and
  - b) instances where the purchaser fails to notify the seller of any alleged defect within the period of warranty; and
  - c) instances where the goods have been altered or damaged in any way which the Seller reasonably determines to effect the performance and reliability, or instances where the goods have been (in the sole discretion of the Seller) subjected to misuse, neglect, accident or abuse; and
  - d) in no event shall the Seller be liable for any consequential loss or damages, or any other costs associated with the malfunction or replacement or repair of the goods, including any other costs incurred by the Purchaser and / or its customers; and in particular any costs relating to the removal or replacement of any goods soldered or otherwise permanently affixed to any printed circuit board.

## 5. LIMITATION OF SELLER'S LIABILITY

- The Purchaser is to satisfy himself as to the suitability of the product for any particular application/s. The Seller's liability is specifically limited to the replacement of similar products (to the same value as the goods purchased); alternatively to a refund of the purchased price; which refund shall be at the Seller's sole and absolute discretion and which shall only apply if it can be proven that the product failed in correct service as a result of incorrect specification on the part of the Seller; alternatively as a result of faulty or poor workmanship. The Seller shall not be held liable for any consequential loss, damage or injury resulting from the use (whether correctly or otherwise) of any products.

## 6. MODIFICATION, AMENDMENTS OR ADDENDUMS TO ORDERS

- Any alterations; amendments or addendums to the purchase order shall not be binding unless reduced to writing and signed by the Seller.
- Any particular prices quoted are valid for the quantities indicated only. Changes in quantities ordered may result in a price adjustment, without notice being required.

## 7. PAYMENT

- The Purchaser shall not be entitled to set-off or withhold any amounts due to the Seller on account of any alleged counterclaims by the Purchaser; unless such alleged claim, and the extent thereof, has been acknowledged by the Seller, in writing; and only once a set-off has expressly been agreed to between the parties.
- The Seller reserves the right to charge interest on overdue amounts at 2% above the prevailing Prime rate of interest, per month; and the Purchaser hereby agrees to this right in accordance with the provisions of the National Credit Act.
- The Purchaser shall be liable for any costs or charges levied by the Seller's bank in respect of payments not cleared on the day of tender.
- The Purchaser agrees to be liable for any costs and disbursements incurred by the Seller in collecting any outstanding amounts due; including attorney's fees and collection commissions on the scale as between an Attorney and his own client; together with VAT thereon.

## 8. RESERVATION OF OWNERSHIP

- Ownership of the goods are specifically reserved to the Seller until full payment of any and all amounts due to it by the Purchaser has been paid in full; delivery notwithstanding.

## 9. TERMS OF DELIVERY

- All dates of delivery shall be treated as approximate dates only and the Purchaser shall not be entitled to cancel the order / purchase contract; nor have any claim of whatsoever nature against the Seller arising or flowing from delays in delivery howsoever caused; save where the parties have agreed in writing to the contrary. The Seller reserves the right to effect part deliveries.

## 10. PRICE VARIATION

- Any variation in custom and excise duty which results in a price adjustment; shall be for the Purchaser's account.
- Variation in Rates of Exchange: The Seller reserves the right to adjust its prices if the rate/s applicable on the date of invoice deviates from the rates prevailing at date of order by more than 3%; irrespective of the rate of exchange applied to the payment made by the Seller to its Overseas Suppliers. The Seller shall be under no obligation whatsoever to submit to the Purchaser any other proof than that of its actual Bank Rate received on the date of the original invoice; as applied to the adjustment invoice.

## 11. DELIVERY

- The Purchaser shall bear all postage, freight and insurance costs incurred in the delivery of goods if not delivered by Sellers transport.
- The delivery costs of goods despatched by a registered carrier will be for the Purchaser's account unless otherwise agreed to in writing. The carrier's receipt will be deemed full and final proof of delivery.
- Complaints regarding damaged goods or short supplied items will only be considered if made within 24 hours of receipt of goods and communicated to the sales department within the said 24 hour period from time of receipt.

## 12. RETURN OF GOODS PURCHASED

- Incorrect goods must be returned within 7 days from date of receipt thereof. If correctly supplied in terms of the purchase order; agreement must be obtained from the Seller for the return of goods and a 20% handling charge will be levied on such returns. The Seller reserves the right to refund the balance of the purchase price or to credit against the Purchaser's account against future orders. Goods imported or manufactured specifically against a Purchaser's order will not be accepted for return and the full amount of the purchase price will be due and payable. Non-standard products manufactured for the Purchaser on order / instructions will not be accepted for return unless it can be shown that the goods do not conform to the specifications set out on the written order. Returns after 30 days will not be accepted as the sale is deemed final.

## 13. IMMATERIAL PROPERTY RIGHTS AND COPYRIGHT

- Any and all rights of an immaterial property nature; including but not limited to: any patents (whether pending or already registered), designs and copyright; attaching in and to any goods shall remain the sole property of the Seller and/or its supplier/s and the Purchaser shall not in any way whatsoever use or infringe upon such rights without the prior written consent of the Seller and its suppliers, if applicable.
- The rights to any and all schematics, technical drawings; technical descriptions, artwork, designs, literature and the like, produced or improved upon by the Seller (including any assigned derivatives of such works) shall remain the sole and absolute property of the Seller and/or its supplier/s and the Purchaser shall not in any way whatsoever use, publish, improve or in any other manner whatsoever infringe upon such rights without the prior written consent of the Seller.

## 14. RETURNING OF GOODS

- Purchaser must contact the sales department and arrange for a return. When returning the goods purchaser must supply a goods return note with items being returned. Please reflect date of return , Item number , description , quantity and reason.