

GENERAL CONDITIONS OF SALE

1. DEFINITION

The name of the company, Bowhead International (Pty) Ltd (hereinafter referred to as "the seller") selling the goods to the customer is shown on the relevant invoice.

2. GENERAL

All goods supplied by the seller shall be made and supplied on the following terms and conditions only. These conditions shall take precedence over any terms and conditions which may be contained in the customer's order, or other customer documentation, and may only be altered with the express written agreement of the seller. Any conflicting statements in any acceptance order or other documentation issued by the customer shall be null and void, unless such special terms have been expressly agreed to in writing by the seller.

3. TERMS OF PAYMENT

Unless otherwise stated in writing, a 50% deposit is required prior to production and the balance prior to despatch / delivery of goods. Where an account facility has been approved payment shall be made without set off or deduction, free of exchange within 30 (thirty) days from the date of invoice. Should the customer be unable to take delivery of the goods payment shall nevertheless fall due. The terms of payment set out above, shall apply equally to price variation claims. The seller shall be entitled to charge interest at 2.5 percentage points above the prime overdraft rate given by Firstrand Bank Ltd in respect of any period during which payments are overdue.

4. DELIVERY

4.1. Delivery is 3-4 weeks subject to availability of raw materials from suppliers and receipt of all documentation, approval of final artwork (to be supplied in correct format with pantone references) and payment of deposit / full amount where applicable.

4.2. Prices are all ex factory, courier arrangements / charges for the customers own account.

4.3 If the goods are delivered by air or sea, then delivery shall be deemed to have been given to the customer when such goods are handed to the airways or sea authorities as the case may be.

All risk in and to the goods shall pass to the customer once the goods / consignment has been collected from our factory.

4.4. The customer shall be obliged to accept the delivery of the goods at the date specified or requested by the customer. Should the customer fail to accept delivery on such date, the risk of loss or damage to the goods together with all and any expenses pursuant thereto, including but not limited to insurance storage and further delivery charges and shall be borne by the customer.

4.4. Where there is a shortage in any goods delivered to the customer or where the goods so delivered are delivered in a damaged condition, the customer shall give written notice to the seller of such shortage or damage within 5 (five) days of delivery to the customer's premises. Should the customer fail to give such notice, the customer shall have no claim in respect of any alleged shortages or damage and the goods shall be presumed to have been delivered in a complete and undamaged state.

When delivery of the goods is spread over a period, each separate delivery thereof shall be invoiced when despatched. Each statement shall be treated as a separate account and payable in terms of clause 3.

4.6. The seller shall endeavour to deliver the goods at the earliest possible time but in no instance can the seller accept liability for any loss or damage arising from the late delivery of the goods and time shall not be of the essence of the contract. No liability shall attach to the seller as a result of the failure to deliver if such failure is due to circumstances beyond the seller's control. It is recorded that delivery dates shall be regarded as indicative only and whereas the seller will do everything possible to keep such dates, the seller can not be held responsible for any failure to do so.

5. RETURN OF GOODS

5.1. The goods will not be accepted for return without the prior written consent of the seller first being had and obtained, and should such consent be given the goods must be returned carriage paid to the seller undamaged in the original factory sealed packing. Provided that inspection by the seller reveals that that goods are in a saleable condition, which decision shall rest solely with the seller, credit will be passed to the customer less 15 % (fifteen percent) of the original invoice price to cover the cost of examination, handling and repacking. In the event of a seller making an incorrect delivery, then and in such event the goods shall be returned without the prior consent of the seller being first had and obtained and such terms shall be for the account of the seller and shall be properly marked with the order number.

5.2. Should the goods be returned to the seller by the customer without the prior written consent having been given, the seller shall be entitled to store the goods at the customer's sole risk and a reasonable charge for such storage shall be made.

6. VARIATIONS

The seller shall not be obliged to accept or act upon any changes, modifications or additions to original customer instructions if such changes, modifications or alterations were given subsequent to the seller's acceptance of the customer's order. No variations of these terms and conditions or additions hereto shall be of any force or effect unless reduced to writing and signed by both the seller and the customer.

7. LIABILITY

7.1. The seller shall not be liable to the customer for any damages including, but not limited to, consequential loss, arising from the performance by the seller of

its obligations in terms of its Agreement of Sale with the customer. This exclusion of liability shall relate to claims for breach of contract as well as for alleged negligence on the part of the seller.

7.2. The customer further indemnifies the seller against any claims that may be made against the seller by any third party which fall within the scope of Clause 7.1 or in connection with the use of the goods, whether such claims are in respect of damage to property, consequential loss, personal injury or death.

7.3. The customer agrees that the seller shall not incur any liability under the Occupational Health and Safety Act No 85 of 1993. (Specifically Section 10 of that Act)

7.4. The seller shall not be liable for any damage to or subsequent malfunctioning of the goods as a result of work done on the goods or services rendered in connection with such goods by any unauthorised third party.

7.5. The Seller shall not be liable for the goods should such goods be damaged as a result of the customer not utilising the goods for the intended purpose, or in accordance with the seller's instructions.

8. PATENTS

The customer indemnifies the seller against all or any claims for damages, penalties, costs and any other charges whatsoever arising from any infringement by the seller of any patent or design arising as a result of the seller carrying out any work in accordance with any drawings, designs, photographs, specifications or other matter supplied by the customer.

9. WARRANTY

9.1. The customer's claims against the seller for breach of warranty are restricted to the terms set forth in any warranty form furnished to the customer with the goods sold. The said warranty is given in lieu of any liability at common-law, and any other warranties or representations concerning the goods sold, whether express or implied by law, are excluded.

9.2. Any warranty given to the seller from time to time shall not apply if the customer fails to use the goods in the manner recommended by the seller or if the goods are used for any purpose other than that for which they were intended, or if the goods are modified or repaired by an unauthorised person, or are damaged by the customer in any way.

10. OWNERSHIP

Notwithstanding delivery to the customer, the seller shall retain ownership of the goods sold until payment has been made in full.

11. BREACH

11.1. In the event of the customer committing any breach of these terms and conditions including, but not limited to the failure to make payment of the purchase price as agreed, the seller shall be entitled forthwith to claim repossession of the goods for which purpose the customer hereby irrevocably authorises the seller through its duly authorised representative(s) to enter upon

the premises where the goods are kept to take repossession of the goods. The exercise of this right shall not preclude the seller from its right to claim damages from the customer occasioned by its breach.

11.2. The seller shall in the alternative, be entitled to enforce the provisions of these terms and conditions and claim payment of the full amount due by the customer any payments of the price falling due in the future to become due and payable immediately.

11.3. The seller shall be entitled to charge interest at the current prime overdraft rate given by Firstrand Bank Ltd to its most favoured customers in respect of any period during which payments are overdue. Further the customer shall be liable for all legal fees incurred by the seller in the recovery of any amounts owing, including attorney and own client costs and collection commission.

11.4. If the customer breaches these terms and conditions and the seller elects not to cancel the Agreement of Sale the seller shall be entitled to suspend performance of any of its obligations until the customer has complied with its obligation.

12. INDULGENCE

No relaxation or indulgence which the seller may extend to the customer shall in any way constitute a waiver of the seller's rights in terms hereof.

13. HEADINGS

The headings to the clauses in these conditions are for reference purposes only and shall not effect its interpretation.

15. SPECIAL PACKING

Should the customer's order require abnormal or special packing this will be carried out at the customer's cost.

16. GOVERNING LAW

These terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

17. CONSENT TO JURISDICTION

For the purpose of any legal proceedings the customer hereby consents to the jurisdiction of any Magistrates Court having jurisdiction in the prevailing circumstances. This notwithstanding it shall not preclude the seller from instituting action out of the relevant High Court of South Africa.