

## ANJOTECH: Terms and Conditions of Sale

1. All orders placed with Anjotech CC for instrumentation spare parts and accessories will be confirmed and accepted in writing and are subject to the following Terms and Conditions of Sale. Only our "Terms and Conditions of Sale" shall be valid in respect of all products supplied by us. Contradicting conditions of purchase will not be acceptable.
2. Cancellation requests on order for instrumentation, spares, parts, or accessories, both local and imported, which have been confirmed by Anjotech CC will not be accepted. Should Anjotech agree in writing to a Request to cancel an order for reagents it will be subject to a 15% cancellation fee.
3. Goods sold hereunder are warranted to be free from defects in material and workmanship. Save as provided for under the manufacturers specifications, or as may be otherwise provided for in writing, this warranty is effective for 12 months from date of initial delivery of goods and the sellers obligation hereunder is limited to servicing or adjustment of only in the event of such goods having been returned within a period of 12 months after initial delivery to the purchaser. A delivery / order processing charge of R150.00 will be applied to all orders totalling less than R750.00 excluding Vat, per order. Orders over R750.00 per order requiring delivery within 60 km from Randburg will be delivered free of charge. Deliveries exceeding 60 km will be charged to the customer at the presiding tariff charged by the courier company. Customers can however give instructions to use their own courier services. Should Customers choose this option all delivery and collection instructions must be clearly marked.
4. The purchaser shall have no claim of any kind against the seller relating to either goods already delivered or for non-delivery of goods which shall be greater in amount than the purchase price of the goods in respect of which damages are claimed, or greater in amount than the purchase price of such portion of goods as are not replaced by the seller, whichever is the lesser.
5. The seller shall further not be liable for any consequential damages, including loss of profit by the purchaser, in respect of the goods nor shall the seller be liable for any damages suffered by the purchaser's use of the goods.
6. The seller's ownership in the goods sold to the purchaser shall remain vested in the seller and shall not pass to the purchaser until the full purchase price of the aforesaid goods has been paid by the purchaser to the seller, it being understood that in the event of non-payment by the purchaser the seller shall have the right to claim repossession of such goods without limiting its rights under common law in respect of any other claims to which it may be entitled, including but not limited to damages suffered for the use and / or accepted by the latter, be liable for payment of such charges upon demand.
7. In the event of any import duties ever being imposed after date of quotation and prior to the date of payment by the seller to its supplier, thus rendering the seller liable for payment of such further charges, the purchaser shall, notwithstanding any amount quoted to the purchaser and / or accepted by the latter, be liable for payment of such charges upon demand.
8. In the event of a mutual cancellation of the sale of any goods by the seller to the purchaser or in the event of a cancellation for any reason that breach of warranty, negligence or omission by seller, and in that event that any costs, charges, expenses or disbursements borne by or accruing to the seller shall be paid upon demand by the purchaser.
9. The purchaser shall be obliged to hand to the seller copies of any documentation whatsoever which may exempt the purchaser from payment of any import or part thereof or any levy which may be imposed upon the seller, such as Board of trade Certificates and the like. This instrument contains all the terms and conditions with respect to the sale and purchase of goods named herein, except that if this order is also covered by another written contract signed by both seller and purchaser then the terms and conditions set forth in this instrument shall apply only to the extent that the same are not in conflict with such other written contract.
10. Payment terms are net within 30 days from receipt of goods or as otherwise stated TO APPROVED ACCOUNT HOLDERS ONLY. New customers can complete a credit application; until such time as credit is approved all purchases will be ON AN UPFRONT PAYMENT BASIS. All prices quoted are based against a rate of exchange and any variation in the rate will be for your account. Accounts not paid in full within this period shall attract interest monthly at the current usury rate. All costs, charges, expenses and legal fees incurred in recovering payment shall be added to the total amount outstanding. No discounts are applicable.
11. For ease of payment we prefer Electronic transfer of funds and our bank details are as follows:

Bank:	ABSA
Branch:	Clearwater Mall
Branch code:	632005
Swift:	ABSAZAJJ
Account:	4059300471