

ZEINTEC – Terms And Conditions Of Sale

entered into by and between:

ZEINTEC AUTOMOTIVE TECHNOLOGIES (PTY) LTD

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Unit 1B – DeWaal Park

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South Africa

(Herein represented by the respective director, who warrants that he is duly authorised thereto)
(Hereinafter referred to as “ZEINTEC”)

and

The Customer (hereinafter referred to as “BUYER”)

Preamble

ZEINTEC Automotive Technologies (PTY) Ltd. Is specialized in development and production of accessories parts for the automotive industry.

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears,

1.1 words importing

1.1.1 any one gender include the other two genders;

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-incorporate) and vice versa;

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely

1.2.1 “ZEINTEC” as defined in the description of the parties above;

1.2.2 “Customer” means the natural person or legal body who is ordering products/services from ZEINTEC..

1.2.3 “Products” means any kind of existing or future product which is or will be sold from ZEINTEC to the BUYER

1.2.4 “Copyrights” means in this contract any kind of copyright, e.g. Trademarks, registered Designs, Patents etc.

1.2.5 “UN” means the governing body of the United Nations with regards to street legality standards.

1.3 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;

1.5 when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

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- 1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7 Expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.

2 Purpose and Legal Nature of the Agreement

This agreement is basically to set terms and conditions between ZEINTEC and the BUYER to purchase/deliver finished products from ZEINTEC to the BUYER. Both parties already agree that with the BUYER's signature on a ZEINTEC quotation document and/or actively ticking off the acceptance of the terms and conditions in an eCommerce application from ZEINTEC both parties enter into a legally binding contract which is based on the terms and conditions stipulated in this document.

3 Delivery of finished Product

3.1 Quality of product

ZEINTEC warrants that it will deliver first grade finished product which is aiming for the latest manufacturing standards of the world automotive industry.

3.2 Specification of Product Package

3.2.1 Every product has its own product specification sheet which contains all necessary information regarding the product otherwise the following clauses will regulate the specification of the product. Each product specification sheet in its latest version will be automatically become a fully valid amendment of this contract.

3.2.2 Street Legality/ any legal requirement

ZEINTEC is developing and manufacturing products which are in compliance with street legality regulations governed by the United Nations. Even though a product might comply with UN regulations it might not meet the street legality requirements of the respective country where the BUYER is intending to use the ZEINTEC product.

It is the BUYER's obligation to acquire for street legality approval in the respective country of use. ZEINTEC waives or legal responsibilities in cases where the BUYER fails to comply with National Street Legality Regulations.

3.2.3 Fitment Instruction Manual

Every product will come with an English-Language version of the "Fitment Instruction Manual" to explain the right way to fit, maintain and service the product.

4 Order process/Delivery times

4.1 Order form

ZEINTEC will provide the BUYER with a general order form which will contain all the necessary and required information, e.g. product code, prices, to make sure that the product to be manufactured matches customers specification. The order form can be either provided as a hardcopy template or a digital/electronic version which will be accessible via the internet..

Each order form (Digital/Hardcopy) in its latest version will be automatically become a fully valid amendment of this contract

4.2 Order process

The following is to specify the order process in case that there is no specific regulation in place.

- The BUYER fills in an order form as specified in 4.1. of this contract.
- The BUYER submits the completed order form to either ZEINTECs fax number or by internet submission. In both cases the buyer is responsible for the proof of receipt.
- THE BUYER needs to process a down payment as follows to confirm order:
 - EFT (Electronic Funds Transfer into one of the ZEINTECs bank accounts) – If the BUYER chooses to pay funds directly into one of ZEINTECs accounts, ZEINTEC requires a **50%** down payment of the total sales order amount to confirm the order. As ZEINTEC manufactures only to order, the production process will be only started once the down payment has been received.

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- Credit Card Payment (VISA and MASTERCARD Only) - If the BUYER chooses to pay funds directly credit card, ZEINTEC requires a **100%** down payment of the total sales order amount to confirm the order. As ZEINTEC manufactures only to order, the production process will be only started once the down payment has been cleared by the credit card clearing provider.
- ZEINTEC will confirm the order and the estimated delivery date for every single order. The delivery date refers to a delivery “EX WORKS” and does not include the shipping time! An order becomes only valid if confirmed by ZEINTEC. In case that the order confirmation does not match the buyers original order, the buyer has 2 working days to cancel the order otherwise he accepts the changes made in ZEINTECs order confirmation.
- An order process is considered complete if the ordered products have been handed over to the logistic partner or after positive delivery receipt according to clause 6.1 of this agreement and the order has been invoiced to the buyer by ZEINTEC. ZEINTEC terms are strictly “EX WORKS”.

4.3 Delivery times

The manufacturer will make best efforts to reduce delivery lead times to a possible minimum. Delivery times are basically driven by availability of materials, manufacturing load and process timings, e.g. manufacturing time.

Delivery times are only estimated times which might vary as all products are made to order!

5 Price – Payment terms

5.1 Price

5.1.1 Prices

The buying price for the respective products will be listed in the latest pricelist which will automatically become a fully valid amendment of this agreement. Prices may vary from territory to territory depending on shipping and ancillary, territory – specific, costs. Home currency is South African Rand (ZAR).

5.1.2 Shipment/Warehousing/Stock keeping

ZEINTECs terms are strictly “EXWORKS”. ZEINTEC will not be responsible for the Shipment/Warehousing/Stock keeping of the products up to the final destination (delivery address) which is announced by the buyer. If the Buyer chooses NOT to collect the order from the ZEINTEC warehouse in Cape Town, South Africa, ZEINTEC is happy to assist organizing on behalf of the BUYER Shipping/Warehousing/Insurance-Service through an affiliated partner. Even though ZEINTEC is assisting the BUYER organizing the aforementioned services and collects the fees on behalf of the commissioned shipping partner, ZEINTEC refuses to take over any legal responsibility for these services. The terms and conditions of the respective service provider may apply!

5.1.3 Risks of lost or damaged products/Insurances

ZEINTECs terms are strictly “EX WORKS”! ZEINTEC carries the complete risk of lost or damaged products up to the dispatch gate at ZEINTECs factory in Cape Town, South Africa. The manufacturer will undertake to install appropriate insurances and will pay for the insurance premiums.

Please also refer to clause 6.1 “Delivery Receipt” of this contract.

5.1.4 Duties and taxes

If the order is for Export outside of South Africa, all prices **do not include** any duties or taxes of the respective territory of destination.

5.2 Payment

5.2.1 Down Payment

Please refer to clause 4.2. of this document

5.2.2 Final Payment

Final payment becomes due for payment immediately after being invoiced by ZEINTEC.

6 Guarantee and Disclaimer

6.1 Delivery Receipt

6.1.1 Delivery receipt format

As mentioned in clause 5.1.2 ZEINTEC is not responsible for the shipping until the final destination. For the transfer of risk ZEINTEC requires a delivery receipt at the “Hand Over Process”. No specific format is required. The proof for the “Hand Over Process” lies with ZEINTEC.

6.1.2 Delivery receipt process with regards to risk transfer

A copy of the aforementioned delivery receipt will be forwarded to the BUYER upon request. The recipient (BUYER or duly authorized representative) at the final destination has to check the condition of the delivery, e.g. packaging. The delivery receipt process is to be handled as follows:

6.1.2.1 Receipt in perfect condition

In case that there are no visible damages the recipient has to confirm the receipt of the delivery in good condition and sign off the delivery receipt.

6.1.2.2 Receipt in a damaged condition

If the delivery arrives in a damaged condition the recipient at the final destination or at ZEINTECs factory has to note all the damages on the delivery receipt and let the contracted freight carrier or ZEINTEC representative sign off the damages. A copy of the delivery receipt with the notes about the damages needs to be send via fax or email (buyer is responsible for proof of receipt) to ZEINTEC by no later than one working day in case that ZEINTEC wants to claim the damage from the contracted freight carrier.

6.1.2.3 Receipt in obvious good condition but with hidden mistakes

Besides the first visual check at arrival of the ordered products at their final destination the recipient at the final destination has the obligation to make a more accurate inspection of the ordered products within two working days after the delivery has arrived at the final destination. This also includes the opening of the packaging to make sure that the product complies to the ordered specification and that it has no visible damages whatsoever. In case that the product is not according to the ordered specification or is damaged the recipient at the final destination has to note the damages/wrong specifications and has to send this notes and a copy of the delivery receipt within two working days to ZEINTEC.

6.1.3 Failure to comply with regulation of delivery receipt

In case that the buyer fails to comply with the regulation under 6.1 the buyer is going to be hold liable for the damage resulting out of the failure to comply no matter if being caused by him directly or indirectly.

6.2 Guarantee

If by law no longer guarantee periods or processes are being required the manufacturer grants a guarantee as per following conditions:

6.2.1 Dead on arrival

If one of ZEINTECs products does provably – the obligation to proof lies with the ZEINTEC - not work according to its purpose within the first 3 working days after being purchased by the BUYER the respective BUYER shall have the following rights by the BUYERs choice granted by ZEINTECs guarantee:

6.2.1.1 Change the faulty product into new product of the same kind

6.2.1.2 Return the faulty product against a full money back refund

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In case that ZEINTEC proves that the product failure/damage lies in the responsibility of the BUYER, the BUYER will be held responsible for all costs and damages occurring out of this damage claim.

6.2.2 First 6 months

If one of ZEINTECs products does provably – the obligation to proof lies with the BUYER - not work according to its purpose within the first 6 month after being purchased by the BUYER the BUYER shall have the right to demand from the manufacturer to fix the problem. If ZEINTEC fails to fix the problem for three times the respective BUYER shall have the same rights as being set in the clause 6.2.1 of this agreement granted by ZEINTECs guarantee.

6.2.3 Costs of guarantee claims

The manufacturer pays for all proven associated DIRECT costs originated by a valid guarantee claim according to the conditions being set under the clause 6.2 of this agreement.

6.3 Disclaimer

The manufacturer can't be hold responsible for any other damages than being described and regulated in this agreement.

7 Contract Duration/Termination- and Cancelation-Conditions

This contractual agreement begins with the date of signature of the ZEINTEC Quotation/Order Form or/and confirming the terms and condition in a eCommerce application. It is valid until the last legal right out of this agreement has expired if not being terminated or canceled before as set out in the following conditions:

7.1 Termination of this agreement

This agreement can't be terminated unless stipulated differently by South African law.

7.2 Cancelation of order

7.2.1 Before Receipt Of Down Payment

Confirmed orders can be canceled by the BUYER without cancelation fee at any time before down payment have been received in ZEINTECs accounts and provided the fact that no costs arise for ZEINTEC out of that cancelation.

7.2.2 After Receipt Of Down Payment

Confirmed orders where the down payment has been received partially or in full can be canceled if the cancelation is not 2 weeks before the shipping date which is stipulated in ZEINTECs sales order. A cancelation fee of 10% of the confirmed total sales order amount will be charged to the BUYER for administration purposes.

7.2.3 2 Weeks Before Sales Order Shipping Date

As ZEINTEC manufactures to order, cancelations 2 weeks or less before the shipping date which is stipulated in the ZEINTEC sales order can only be accepted with a 50% fee (based on the total sales order amount) charged back to the BUYER.

7.2.4 In Case Of Delayed Shipping

A cancelation because of shipping delay is only possible if the BUYER submits a written delivery demand with a final deadline which may not be less than 10 working days (in words; ten working days). The proof of receipt lies with the BUYER.

8 Final Stipulations

8.1 WHOLE AGREEMENT, NO AMENDMENT

8.1.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof;

8.1.2 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given;

8.1.3 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement;

8.1.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

8.2 Saving Clause

Should one or more stipulations of this Agreement be invalid or void, this shall not affect the other stipulations. The invalid or void stipulations shall be replaced by such corresponding with the meaning of the Agreement as well as the original intent of the parties.

8.3 Applicable Law

This agreement and any rights and duties arising from it shall be governed by South African Law.

9 DOMICILIUM CITANDI ET EXECUTANDI

9.1 The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

9.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

9.3 Any party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that party to another physical address or its telefax number: Provided that the change shall become effective *vis-à-vis* that addressee on the 5th business day from the deemed receipt of the notice by the addressee.

9.4 Any notice to a party

9.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 5th business day after posting (unless the contrary is proved);

9.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

9.4.3 sent by telefax to its chosen telefax number stipulated in clause 25.1, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

9.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.