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VAT No.: 4010277293

Matimba Yeru Energy – Conditions of Sale

Save to the extend expressly otherwise agreed in writing, the following terms and conditions shall apply to all contracts entered by Matimba Yeru Energy relating to design and or manufacturing / assembly or sale of electronic devices.

1. TENDER PERIOD

Unless withdrawn prior to acceptance, any Tender or Quotation made by Matimba Yeru Energy shall be open for acceptance for thirty days after the date thereof and failing such acceptance shall lapse.

2. PRICES

2.1 The prices for all goods/services are based on the information available at the time of quoting and shall be as quoted by Matimba Yeru Energy prior to the contract coming into existence but not include additional costs incurred due to any changes, deviations requested by the client, new facts or information established by Matimba Yeru Energy or disclosed by the client at a later stage.

2.2 The prices are based on uninterrupted production-flow for the full quoted quantity. The costs of any Un-scheduled interruption/hold-up or delay will be charged in addition to the quoted prices.

2.2.1 If the client supplies the components/parts, it is his responsibility to ensure that the sufficient quantity and the correct components/parts are supplied to Matimba Yeru Energy to complete the contract without delays/hold-ups or interruptions, taking into account component failure and breakages. Components are supplied in a form allowing machine aided pre-forming and preparation. (Axial components should be supplied in taped form).

2.2.2 The prices quoted are based on the assumption that the printed circuit boards are manufactured to acceptable high-quality standards and suitable for Wave-Soldering. Solder-Mask must be applied on to bare copper using selective tin/led plating (Hot air levelling process). Pad- sizes/hole-sizes and pitch do match the components supplied.

2.3 Prices will remain the same as the price list supplied unless agreed upon, in writing, by both the customer and Matimba Yeru Energy.

3. PAYMENT

The purchase price in respect of all goods and services delivered shall be paid in cash on delivery unless terms have been arranged in which event the following provisions shall apply to "30 Day Accounts":

3.1 Matimba Yeru Energy shall invoice the customer during the month in which delivery of the goods takes place or at such other times as the company deems fit, and the payment of the price list shall be made to and received by the company free of the cost of transfer of monies and without deduction or set-off in cash within thirty days of the date of statement.

3.2 Matimba Yeru Energy shall be entitled to invoice portions of the contract from time to time as the contract progresses.

3.3 Payment in full shall not be delayed for any reason whatsoever, including any alleged default on the part of Matimba Yeru Energy, the purchaser's right being limited to claim refund.

3.4 Interest at a maximum rate permitted from time to time by law shall be payable on any overdue amount provided that if no maximum is prescribed, the rate shall be 8% per month, added every month.

3.5 Should, in the sole discretion of Matimba Yeru Energy, the purchaser's financial position at any time become unsatisfactory, Matimba Yeru Energy shall be entitled to require either payment in advance or the provision of adequate security for payment and pending the provision thereof shall be entitled to suspend its obligations in terms of the contract. Matimba Yeru Energy reserves also the right to close the account or change the account to C.O.D if the purchaser's financial position becomes unsatisfactory.

3.6 All prices are EXCLUSIVE of any VAT, impost or other levy which may be required to be paid arising out of this contract and Matimba Yeru Energy shall be entitled on demand to recover any such amounts so paid or to require the purchaser to put it in funds to meet such payment.

3.7 All payments made in terms of this contract shall be made in South-African Rand, payable free of deductions at the address stated on the invoice.

3.8 The customer shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the customer may have for compensation for loss or damage to goods or other property or for any reason whatsoever.

3.9 The price quoted for the goods does not, unless otherwise specifically stated in writing, include the cost of delivery of the goods to the customer, which costs of delivery shall be for the account of the customer.

3.10 Matimba Yeru Energy reserves the right to withhold, retract or void any warranty or guarantees if payment for any supplied product or component is not done immediately on delivery or within the agreed account "30 Day" payment structure.

4. PROCUREMENT OF COMPONENTS / PARTS

4.1 Matimba Yeru Energy shall be entitled on demand to recover any amounts so paid for the procurement of components/parts on behalf of the purchaser, or to require the purchaser to put it in funds to meet such payments.

4.2 Matimba Yeru Energy shall not be liable for payment of any components/parts duly ordered by the client but delivered by the supplier directly to Matimba Yeru Energy and accepted by Matimba Yeru Energy on behalf of the client.

5. DELIVERY

5.1 PLACE OF DELIVERY

5.1.1 Unless otherwise agreed, the purchaser shall take delivery of the goods at Matimba Yeru Energy premises.

5.1.2 If the parties agree that the goods are to be delivered at a place, other than Matimba Yeru Energy premises:

5.1.2.a. The cost of delivery shall be for the purchaser's account or unless otherwise agreed upon by Matimba Yeru Energy

5.1.2.b The purchaser shall be responsible for receiving and checking the goods in presence of the deliverer and in the event of shortages or damage, the delivery note must be endorsed; accordingly, and

5.1.2.c. Delivery at the agreed place of delivery shall constitute good delivery whether or not anyone received delivery on behalf of the purchaser.

5.2 PART DELIVERY

Matimba Yeru Energy shall be entitled to effect part deliveries.

5.3 PACKAGING AND CRATING

The purchase price relating to the goods/services do not include the cost of packaging and crating and Matimba Yeru Energy will, where it considers it necessary, package and crate the goods in a manner usually employed by it and the cost will be for the purchaser's account.

5.4 ACCEPTANCE OF DELIVERY

5.4.1 On delivery the purchaser shall sign a delivery note and a delivery note signed by the purchaser, or by somebody purporting to act on behalf of the purchaser, or by somebody else at the agreed place of delivery, shall be the proof until the contrary is proven of delivery of the goods listed on the delivery note in good condition.

5.4.2 Unless the customer advises the company, in writing, within seven days of delivery of the goods, of any defects in the goods, the goods shall be deemed to have been delivered to the customer in perfect condition and in good and proper working order, and the customer shall not be entitled to return the goods and claim a reduction of the purchase price on the grounds that the goods were defective.

5.5 CANCELLATIONS

5.5.1 Customers will only be allowed to cancel an order if it is still in the quoting phase. Once the quote has been processed and an Invoice generated, the customer will be held liable for any amounts spent on procurement of components/parts as explained in Section 4.1.

5.5.2 No returns or credit will be allowed under any circumstance once a client has taken delivery of the products / stock and signed a copy of the Delivery Note. The only exception to this will be any manufacturing defects as outlined in Section 8.

6. SHORTAGES AND BREAKAGES ON DELIVERY

6.1 Subject to the provisions of this clause, Matimba Yeru Energy shall at its option:

6.1.1 Refund or credit to the purchaser a proportionate share of the purchase price in respect of, or

6.1.2 Replace by delivery in the same manner as that contracted for, and within a reasonable time, all shortages and breakages, less any recoveries there from, in respect of the goods delivered in terms of this contract.

6.2 In the event of shortages or damage Matimba Yeru Energy must be notified in writing within seven days of delivery.

6.3 Matimba Yeru Energy shall not recognize any shortages or breakages unless the specified procedures (both endorsement and notification) have been taken and Matimba Yeru Energy liability is limited accordingly.

7. DELAY

7.1 Unless specifically provided to the contrary, time shall not be the essence of this contract.

7.2 Unless specifically provided to the contrary, delivery dates are given in good faith and Matimba Yeru Energy will make every endeavor to implement the contract timeously, but such dates are estimates only.

7.3 All cases where the execution of the contract is delayed, because of circumstances which Matimba Yeru Energy cannot reasonably and practically control in the normal conduct of its business (including but not limited to labor unrest, shortages of materials or labor, government regulations, fire, shipping and other transport delays, delays on the part of any manufacturer, supplier or the purchaser, act of God or force majeure) Matimba Yeru Energy shall be entitled to a reasonable extension within which to effect delivery.

7.4 If the execution of the contract is not completed within such extended period, the purchaser shall be entitled if Matimba Yeru Energy fails to remedy such NON-COMPLIANCE within thirty days of written notice requiring it to do so, to terminate the contract against payment to Matimba Yeru Energy of its proportionate share of the contract price in respect of that portion of the contract which has been executed.

7.5 If the execution is delayed or interrupted by the purchaser, i.e. any hold-up during production due to component shortages or interruption of production-flow due to unscheduled call-off's,

7.5.1 Matimba Yeru Energy shall be entitled to make a reasonable charge for the shortage of the goods during the period of such delay.

7.5.2 Matimba Yeru Energy shall be entitled to charge for the cost of such STILLSTAND/DELAY or INTERRUPTION.

8. WARRANTIES, CLAIMS AND LIMITATIONS

8.1 Unless a separate guarantee or warranty is given by Matimba Yeru Energy in respect of any specified goods/services in the event the provisions hereof, safe for 8.7 shall not apply and such guarantee shall be governed by the provisions set out in such separate guarantee or warranty, Matimba Yeru Energy warrants:

8.1.1 That the goods, to the extent that they are manufactured/assembled by Matimba Yeru Energy, will be manufactured/assembled in accordance with the plans, specifications, samples and instructions given in writing by the purchaser to Matimba Yeru Energy and upon Matimba Yeru Energy based its quotation of the purchase price for the manufacture/assembly of the goods, provided that Matimba Yeru Energy may in the manufacture/assembly of the goods, to the extent that said plans, specifications, samples and instructions do not require otherwise, use such materials, parts and methods of production as it deems fit and no warranty, express or implied save to the extent set out in 8.1.2 shall be given or deemed to have been given in respect of such materials, parts and methods of production/assembly.

8.1.2 That the goods, to the extent that they are manufactured/assembled by Matimba Yeru Energy will be free from defects and suitable for all normal purposes, but not that the goods are suitable for any other purposes.

8.1.3 That the characteristics and capabilities of the goods (including, in particular, performance levels, dimensions, mass, durability and consumptions of power, fuel, water, and any other services) will be substantially as stated although certain substantial differences may occur; and to the extent that the goods are not manufactured/assembled by Matimba Yeru Energy, the purchaser shall, subject to notice having been given in accordance with 8.3 below, have the same rights against Matimba Yeru Energy as Matimba Yeru Energy has against the supplier in regard to the defects therein or unsuitability thereof, the intention being that Matimba Yeru Energy liability shall be co-extensive with the right of recourse it has against the supplier. A copy of any guarantee, warranty, contract or other document evidencing Matimba Yeru Energy rights against the supplier shall be made available to the purchaser on request.

8.2 Should the goods not comply with this warranty, Matimba Yeru Energy shall subject to notice having been duly given in accordance with 8.3 below, at its option replace or refund a proportionate share of the price in respect of the defective goods against return of the goods concerned.

8.3 Claims arising out of this warranty will only be recognized if written notice is given to Matimba Yeru Energy within fourteen days of any defect or unsuitability becoming apparent, and in any event within one month after delivery of the defective or unsuitable goods.

8.4 Save as set out in this clause, no claims shall lie against Matimba Yeru Energy arising out of, or in connection with, any defects, or unsuitability of the goods.

8.5 Matimba Yeru Energy does not warrant or represent that any advice given by it in connection with the goods is correct unless it is given in writing under the signature of a director of Matimba Yeru Energy.

8.6 It is recorded that no warranties or representations, whether express or implied, other than those recorded herein have been given or made by Matimba Yeru Energy in connection with this contract and in particular and without limiting the generality of the foregoing, the parties acknowledge that the warranties hereby given are given and accepted in lieu of all other warranties, including warranties of fitness for a particular purpose and whether oral, written, expressed, implied or statutory.

8.7 Notwithstanding anything of the contrary herein contained Matimba Yeru Energy nor any of its Suppliers, Subsidiaries or parent companies, officials, employees or agents, shall be liable for any loss, expense, damage, injury or death, whether direct, indirect, consequential or otherwise suffered by the purchaser arising from any cause whatsoever in connection with this contract (including without limitation, any cause in connection with the goods sold or the use, re-sale or other disposal of those goods or anything done or not done pursuant to this agreement),whether such loss, expense, damage, injury or death results from breach of contract (whether total, fundamental or otherwise), delict, negligence or any other cause without limitation, and whether this contract is cancelled or not. If the purchaser disposes of, or leases, any of the goods to a third party, or otherwise permits a third party to use any of the goods, the purchaser shall include in its agreement with such third party a provision in terms of which the third party grants similar protection to Matimba Yeru Energy, its suppliers, associate companies, officials, employees and agents.

8.8 Matimba Yeru Energy shall not be liable to purchaser for any loss of or damage caused to purchasers' goods whilst in Matimba Yeru Energy possession. It is the purchaser's responsibility to insure his goods / parts / components against such events while the goods are in possession of Matimba Yeru Energy. At the purchaser's written request and on reimbursement of any costs in that regard on demand, Matimba Yeru Energy shall insure the purchaser's goods at the insured value as stated by purchaser. The purchaser accepts that any damage it may suffer as a result of under-insurance shall not be recoverable from Matimba Yeru Energy.

8.9 The purchaser warrants that any drawing, design, description or specification provided by the purchaser to Matimba Yeru Energy and in accordance with which Matimba Yeru Energy executes any order, shall not infringe the rights of any third party under any trade mark, trade name, copyright, design or patent, whether registered or in common Law.

9. TESTS

Should the purchaser require any tests to be conducted to prove the performance Levels of the goods, or for any other purpose Matimba Yeru Energy shall be entitled to make its usual charges therefor.

10. RESERVATION OF OWNERSHIP

Until all amounts payable by the purchaser hereunder have been paid:

10.1 Ownership of the goods shall not pass to the purchaser and the parties record that, to give full effect hereto, it is their intention, and they hereby agree, that the goods shall remain movable property, severable from any other movable or immovable property to which the goods may be attached.

10.2 Any claim which the purchaser may at any time have arising wholly or partially out of or in connection with the disposal by it of the goods, shall be deemed to have been ceded to Matimba Yeru Energy as security for the purchaser's obligations hereunder.

11. RETURN OF THE GOODS

11.1 The customer shall not be entitled to return any goods to the company without the company's prior written consent thereto. No claim in respect of shortages, damage and / or defects in and to the goods shall be entertained unless made in writing by the customer and received by the company within 7 (seven) days from date of delivery together with the company's signed delivery note. This shall be subject to a Deduction of:

11.2 Goods incorrectly ordered by the customer will only be accepted for return or replacement subject to prior consent by the company. Goods returned on this reason will be subject to:

11.21 A 15% handling charge, and

11.22 All costs incurred by Matimba Yeru Energy regarding such return; it being agreed that only goods in original condition and original packaging may be returned along with a copy of a signed delivery note.

12. BREACH

If the purchaser breaches any obligation owed by it to Matimba Yeru Energy, whether under this contract or otherwise, or circumstances obtained by virtue of which the purchaser could be placed in liquidation or sequestration, or the purchaser is placed under judicial management, Matimba Yeru Energy shall be entitled, without any prejudice to any other remedies to which it may be entitled:

12.1 To claim immediate C.O.D payment of all amounts payable to Matimba Yeru Energy, whether due under this or any other contract, and whether then due and payable or not.

12.2 To suspend the performance of any obligation owed by it.

12.3 To cancel this agreement.

12.4 To claim such damages as it may have suffered.

12.5 To withhold any orders on the company's production schedule or dispatch area.

13. MISCELLANEOUS

13.1 ENTIRE CONTRACT

This agreement constitutes the entire contract between the parties regarding the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

13.2 VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this agreement shall be affected unless reduced to writing and signed by a director of Matimba Yeru Energy and an authorized representative of the purchaser.

13.3 INDULGENCES

No indulgences granted by a party shall constitute a waiver of that party's rights under this agreement, accordingly that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

13.4 LEGAL COSTS IF PURCHASER DEFAULTS

The purchaser shall pay all legal costs, including attorney and client costs, collection commission and tracing fees, incurred by Matimba Yeru Energy as a result of the breach hereof by the purchaser.

13.5 LEGAL CONSTRUCTION

This contract shall be governed in all respects by, and shall be construed according to, the laws of the Republic of South-Africa.

13.6 JURISDICTION

Matimba Yeru Energy shall be entitled, but not obliged, to institute any proceedings arising out of or in connection with this agreement in any Magistrate's Court having jurisdiction over the person of the purchaser, notwithstanding that the proceedings may otherwise exceed the jurisdiction of that court.

13.7 CESSION AND ASSIGNMENT

Matimba Yeru Energy shall be entitled to cede and assign its rights and obligations arising out of this contract without obtaining the consent of the purchaser.

13.8 FUTURE CONTRACTS

In the absence of an express agreement to the contrary, these conditions shall apply to all future contracts between the company and the customer relating to the goods/services.

13.9 VERBAL ARRANGEMENTS

Matimba Yeru Energy reserves the right to decline to recognize any verbal arrangements not recorded in writing and signed by the parties as envisaged in clause 13.2 of this agreement, whether such arrangements are made before, at or after the time this contract is entered into and whether they have the effect of adding to, amending or cancelling this contract.

13.10 DOMICILIUM, the address of the customer’s principal place of business, stated on the front cover hereof, shall be the domicilium citandi et executandi for all purposes, whether in respect of court process, notices or other documents or communications of whatever nature.

The customer undertakes to notify the company in writing of any change of address of the customer’s principle place of business and / or registered office, where applicable.

A notice shall be deemed to above reached the company if delivered to the address or telefaxed to the fax number stated herein.

14. SPECIFIC EXCLUSIONS / WARRANTY LIMITATIONS ON SPECIFIC PRODUCTS

14.1 LED Panel Lights (1200 x 600, 600 x 600, 300 x 1200 LED Panel Lights)

Any warranty or guarantee in respect of the above-mentioned products, will exclude the following –

1. Discoloration of the diffuser material due to normal ageing/wear and tear and/or unforeseen UV exposure either from sunlight (directly/indirectly) or artificial light sources.