



AES

Agri-Enviro Solutions

Solutions for Analytical Technology

AE SOLUTIONS (PTY) LTD

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STANDARD TERMS AND CONDITIONS OF SALE (SALES AGREEMENT)

1. Application.

These general terms and conditions of sale (these "**Terms and Conditions**") shall govern all orders for and purchases of products (each a "**Product**" and collectively, the "**Products**") and services from AE Solutions to the entity to whom they have been delivered ("**Buyer**"). By purchasing Products and services from AE Solutions, Buyer agrees to be bound by these Terms and Conditions. No terms or conditions contained in any purchase order or other document submitted by (or on behalf of) Buyer which are in addition to, or conflict with or differ from, these Terms and Conditions shall be deemed to have been accepted by AE Solutions unless the same have been specifically accepted in writing by an authorized representative of AE Solutions. All such additional and/or conflicting terms are hereby declared to be material and hereby objected to and rejected by AE Solutions. Nothing contained in these Terms and Conditions shall be deemed to constitute any commitment by AE Solutions to supply any particular quantity of Products or services to Buyer.

2. Warranty.

a. Limited Warranty.

AE Solutions warrants to Buyer that the Products, (except Glassware and Consumable Supplies as defined herein) are free of defects in materials and workmanship and conform to AE Solutions' (supplier) specifications when operated under normal conditions and in accordance with Suppliers' specifications and requirements, for a period of **one (1) year** (unless expressly stipulated in the quotation to be otherwise) from the date of shipment. AE Solutions will only warrant the overall performance of the Product if all components and computer are supplied or agreed to by AE Solutions. When, upon customer's request, local parts are to be interfaced, please ask for written confirmation before ordering. AE Solutions will only warranty the overall operation of the Product if all hardware and software is supplied by AE Solutions. AE Solutions does not warrant proper functioning of the instrument if non-AE Solutions approved software applications are installed on the computer system. "Consumable Supplies" are those items delivered with Products which are consumable and/or disposable, including without limitation, paper rolls, filter bags, reagents, disposable cups and disposable dishes etc. Consumable Supplies are warranted to be free of material defects at date of shipment. "Glassware" are those items manufactured from glass, quartz, borosilicate, sapphire etc. which may break or crack during the warranty period of the Product. Brokerage and transportation costs for the replacement parts, replaced under the warranty are to the Buyer's account. Warranty is ex. AE Solutions in Centurion, Republic of South Africa, and does not include travelling expenses, subsistence and working hours at customer's location. AE Solutions warrants instrumentation and equipment only for the destination and location where it has been installed or placed by the Buyer. Labour invoiced in connection with repairs performed by AE Solutions is warranted for a period of ninety (90) days from the date of shipment of the Products repaired or from the date of repairs performed on site. AE Solutions expressly excludes and disclaims all other warranties pertaining to Products and services, express or implied, including but not limited to, any implied warranties of merchantability and fitness or suitability for a particular use or purpose. Any installation services, training, Product setup, or other services which do not constitute repairs of Products are delivered to Buyer as-is, without warranties of any kind, express or implied. The limited warranty herein only applies to Buyer as the original purchaser from AE Solutions and may not be assigned, sold or otherwise transferred to any third party.

b. Warranty Remedy.

AE Solutions' sole liability, and Buyer's sole and exclusive remedy, under this warranty is limited to repair or replacement of any defective Product and correcting the performance of any defective services (as applicable), as determined in AE Solutions' sole discretion, within the applicable warranty period set forth in paragraph 2(a) above. AE Solutions may at any time, in its sole discretion, elect to discharge its warranty obligations hereunder by (i) accepting the return of any defective Product and refunding the purchase price paid by Buyer for such defective Product and/or (ii) correcting any workmanship in any services which AE Solutions finds to have been defective or refunding to Buyer the labour charges paid to AE Solutions.

c. Warranty Void.

The limited warranty contained herein shall be void and without effect in the event of any of the following: (i) Buyer's misuse or modification of the Product; (ii) Buyer's sale of the Product or any other transfer of title of Products from Buyer; (iii) Buyer's failure to undertake maintenance applicable to Products as recommended by AE Solutions; (iv) Product has been serviced, calibrated, certified or relocated by a person or entity other than AE Solutions without AE Solutions express written permission; or (v) if in AE Solutions' sole opinion, the Product sustains any damage following delivery to Buyer, including without limitation any damage occurring during or in connection with the shipping of the Product to AE Solutions for repair services.

3. Price Variation

The cost of imported equipment included in the Total Price, as indicated in the relevant foreign currencies in all quotations. The exchange rate ruling at the time of customs clearing of the imported goods in the Republic of South Africa or the country of final destination shall be applied to adjust the Total Price stated in the quotation and the resulting increase or decrease in this price shall be for the Buyer's account or benefit. A final adjustment of the Total Price for exchange rate fluctuations may be done at the date of receipt of payment for imported equipment and the resulting increase or decrease will be for the Buyer's account or benefit.

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If Buyer should wish to purchase forward cover, the forward cover rate would be quoted on the day of Buyer issuing the purchase order number to AE Solutions and would then be payable at the end of the forward cover rate period. This forward cover maturation date will become the payment date agreed upon regardless of whether delivery has taken place or not and regardless of whether this date falls before or after the payment term stated in this document.

4. Payment.

Payment terms are net thirty (30) days from the date of invoicing, (or as expressly stipulated in the quotation) unless Forward Cover has been taken out for a certain date, and arrangements have been made with AE Solutions. Late or delayed payments shall be subject to a 1.5% late payment charge for each thirty (30) day period, or portion thereof, that payments are late. Should Buyer not have an account with AE Solutions, the Buyer is to please contact AE Solutions to arrange for payment. **All countries outside R.S.A. borders:** Money is to be paid into our bank account before dispatch of goods.

5. Advance Orders.

In the instance that the Buyer has ordered any goods, either in advance or which are not currently available, the same will be recorded on AE Solutions' back orders system and delivered once the same is possible. AE Solutions shall be entitled to require the Buyer to pay a reasonable deposit and charge a reasonable fee for any cancellation of such order. No interest on deposits will be incurred by the Buyer.

6. Delivery.

All sales hereunder are Ex Works, Centurion, South Africa (in accordance with Incoterms 2010), and all risk of loss or damage to Products in transit is upon Buyer. Title and risk of loss shall pass from AE Solutions to Buyer upon transfer of possession of a Product to a common or other third party carrier at AE Solutions' facility. All shipment and delivery schedules provided by AE Solutions are approximate and any delay in delivery shall not be deemed a breach of contract, provided that AE Solutions shall use its reasonable efforts to meet the shipment and delivery dates quoted by AE Solutions. AE Solutions shall not be liable for any delay in manufacture, procurement, import, shipment or delivery due to causes beyond its reasonable control including, without limiting the generality of the foregoing, acts of God, acts of Buyer, acts of civil or military authorities, fire, strikes, war, terrorist acts, weather, delays in transportation, priorities or preferences given to government procurement, and inability to obtain labour or materials. If, due to force majeure, AE Solutions is unable to deliver all Products or services ordered by Buyer, but is able to deliver a portion of such Products or service, AE solutions shall have the right to allocate its supply in whatever manner it considers appropriate. If the scheduled delivery date is delayed forty-five (45) days or more, directly or indirectly, due to acts or omissions of Buyer, AE solutions may terminate the order immediately upon written notice to Buyer. If no such notice is issued by AE Solutions, the order shall continue in full force and effect except that the price of the Products may be increased to adhere to supplier pricing at the date of shipment by AE Solutions. AE Solutions reserves the right to change analytical components to optimize overall performance of the Product. AE Solutions retains full ownership of the equipment until the purchase price is paid in full. Buyer will be responsible for insuring the equipment once the shipment leaves AE Solutions' premises.

7. Cancellation; Restocking.

Buyer may cancel any order for Products (other than specially imported Products or products which are custom-made or are otherwise modified at the direction of Buyer), provided that Buyer shall be responsible for all shipping costs and expenses for returning Products to AE Solutions. In addition, AE Solutions reserves the right to charge Buyer a restocking fee of up to fifteen percent (15%) of the order price amount for all Product orders cancelled.

8. Inspection.

Buyer shall specify all claimed defects and non-conformities in the Products delivered to Buyer in a written notice of rejection which must be delivered to AE Solutions within five (5) days of delivery of the Products. Buyer's failure to provide such written notice of rejection within such five (5) day period shall constitute a waiver by Buyer of all claims relating to the Products and shall be deemed an acceptance by Buyer of such Products.

Should there be third party pre-inspections necessary for instrumentation or packaging before shipment, at AE Solutions' premises or elsewhere, these costs as well as those for fumigation will be for the Buyer's account.

9. Limitation on Liability:

To the extent allowed by applicable law, AE Solutions shall have no liability for any direct, indirect, incidental, or consequential or punitive damages, whether based on contract, tort, strict liability or otherwise, resulting from breach or non-performance of any term or condition hereof or arising from the design, manufacture, sale, delivery, installation or use of the Products or services, including, without limitation, damages arising from or related to the loss of use, loss of data, or loss of revenue or profits..

10. Anticipatory Repudiation.

In the event that AE Solutions, in good faith, has reason to question Buyer's intent or ability to perform, AE Solutions may demand that the Buyer give a written assurance thereof or make payment in full for the Products. In the event that the demand is made and no assurance is given or payment in full made within a reasonable period of time, not to exceed seven (7) days, AE Solutions may treat such failure as an anticipatory repudiation of the sale.

11. No Supplements.

No usage of the trade shall supplement any terms hereof.

12. No Assignment.

Buyer not shall assign any of its rights or obligations hereunder without prior written consent of AE Solutions.

13. Governing Law.

Any contract arising here from shall be interpreted in accordance with the laws of the Republic of South Africa, without regard to its principles of conflict of laws.

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14. Dispute Resolution

In the event of there being any dispute or difference between the Parties arising out of this document, the said dispute or difference shall be referred to the Managing Directors, or their duly authorised representatives, in order to resolve same.

- (i) Should the dispute not be resolved within 10(ten) business days after being referred (as set out above), then either party may submit the dispute to arbitration, in Johannesburg, in accordance with the AFSA rules, which arbitration shall be administered by AFSA.
- (ii) Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by Agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute.
- (iii) In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute. Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- (iv) Any arbitration in terms of this clause (ii) (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- (v) This clause (ii) will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- (vi) The Parties agree that the written demand by a party to the dispute in terms of clause (i) that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

15. Restriction on Resale.

Buyer may not resell, transfer or distribute any Products either as a stand-alone product or as a component of another product without a valid, written distribution agreement in place between AE Solutions and Buyer.

16. Pricing.

AE Solutions' price list only applies to AE Solutions' customers located in the Republic of South Africa, Lesotho, Swaziland, Madagascar, Mauritius, Seychelles, Comoros Islands, Mozambique, Zimbabwe, Botswana, Namibia, Angola, DR Congo, Zambia, Malawi, Burundi, Rwanda, Tanzania, Kenya, Uganda, Ethiopia, Nigeria and Ghana. All applicable taxes, shipping and handling charges, and freight and insurance are not included in any pricing (unless expressly stipulated in the quote) published by AE Solutions, and all such additional charges shall be paid by Buyer. Unless otherwise indicated, prices quoted are for immediate acceptance, subject always to prior sale. All prices are subject to such change as may occur between date of proposal and acceptance of order. AE Solutions reserves the right to correct clerical errors.

17. Severability.

If any provision herein is deemed unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect as if the unenforceable provision had not been included.

18. General.

Buyer is to please give us written notice in the event that you disagree with any of the terms provided in this document within 10 (ten) business days after receipt of this document. In the event that you do not provide us with written notice as aforementioned, it will be deemed that:

- i. You agree with and understand the meaning of each clause; and/or
- ii. All statements made or deemed to be made in terms of the clauses are true.

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