

# FESTO (PTY.) LTD.

## CONDITIONS OF CONTRACT

### 1 GENERAL:

All orders accepted and all tenders made by FESTO (PROPRIETARY) LIMITED ("the Company") are made and accepted upon the following terms and conditions. Any order given to the Company or the acceptance of the Company's tender, shall be deemed to constitute an agreement to be bound by such terms and conditions. Any stipulation or condition to the contrary in any of these conditions, or which in any way purports to modify any of them, shall not be applicable.

### 2. PERIOD FOR ACCEPTANCE OF TENDER

Any tender made by the Company may be withdrawn at any time before acceptance. If not accepted within one month from the date the tender shall be deemed to have been withdrawn.

### 3 DRAWINGS AND SPECIFICATIONS:

All the information contained in any specifications, drawing and catalogue (for which accompanies or forms part of any tender made by the Company), is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be liable for any inaccuracies in any drawings, specifications or other information supplied by the user, and the Company shall not be liable for any defects, accidents or happenings arising out of such faulty information.

### 4. PRICE VARIATION.

This tender is based on the freight, insurance, import duty, V.A.T. and exchange rates ruling on the date of quotation, and in the event of any alteration thereto before delivery of the goods, any increase or decrease as the case may be, will be added to or subtracted from the contract price. A certificate by the Company's auditors as to the amount of any adjustment shall be final and binding.

### 5 TERMS OR PAYMENT.

Payment for any goods delivered by the Company shall be made at the net invoice price without deduction of any discount within 30 days after the end of the month of delivery, or alternatively under such terms as are specified on the invoice, and all overdue accounts shall bear interest at 2% per month. If at any time the terms of payment are exceeded, the Company reserves the right to cancel any outstanding or uncompleted orders and all expenses incurred thereby shall be for the Purchaser's account.

### 6 RESERVATION OF OWNERSHIP:

Notwithstanding delivery to the Purchaser, all goods sold by the Company shall remain the Company's sole property until payment in full therefore has been made by the Purchaser.

### 7 RISK:

The risk of loss or damage to the goods shall pass to the Purchaser from the time when delivery has taken place in terms of the contract between the Company and the Purchaser, and the Company shall not be responsible for any loss or damage to the goods beyond the point of delivery.

### 8 DELIVERY.

The period of time stated by the Company for delivery of goods ordered or tendered for is to be measured from the date the Company receives a written order to proceed together with all information necessary to enable the Company to put the work in hand and to deliver the goods. The Company will not be responsible or accountable for any delay occasioned by any cause outside its control, but shall be allowed a corresponding extension of time. In particular, but without limitation, the Company will not be responsible or accountable for any delay occasioned by strike, lock-out, war, fire, ice, accident (wherever any of the said causes shall occur), defective material, or any failure on the part of any supplier to make delivery. Should the Company be prevented from delivering any goods especially manufactured by reason of any of the said causes, the Purchaser shall take goods as the Company is able to deliver and shall pay for the same at the agreed prices.

### 9. GOODS RETURN POLICY.

Goods will only be accepted for credit under the following conditions:

- The goods have not been used, mounted, or tested in any way or form,
- The goods are in the original packaging, and were purchased less than three (3) months prior to return,
- Positive proof of purchase is provided,

A standard 15% of the purchase price will be levied on goods accepted for return as a handling fee, provided all 3 conditions are met. The said handling fee will be subject to a minimum charge of R150.00. Should the Company accept, at the Companies discretion, returns that do not comply to all 3 conditions, a handling fee of 70% will be levied. Non standard, or customer specific (configurable), Festo goods will only be accepted if above 3 conditions are met, and will be subject to a 70% handling fee. No buy out items or incomplete rolls of tubing will be accepted for credit. Dealers may not return fittings and/or tubing for credit.

### 10 GUARANTEE OF PRODUCTS MANUFACTURED:

Subject to the conditions hereinafter contained, the Company guarantees all products that have been manufactured by itself for a period of 12 months from the date of delivery against any defect attributable to faulty material or workmanship. Should any defect develop within that period the Company shall, at its option, repair or replace the defective product or the material or workmanship, without charge, provided that the Purchaser has reported any defect to the Company in writing within the period of 12 months from the date of delivery, or to use the product beyond its capacity as rated on the label.

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or due to its exposure to abnormal weather conditions or to any other abnormal atmospheric conditions;

(d) No repairs or alterations to the product were carried out by the Purchaser or any third party, and

(e) The Purchaser has fulfilled its obligations under the contract. The onus of showing that the conditions set out above have been complied with shall rest on the Purchaser. The Purchaser shall, at its own expense, return the defective product or part to the Company's premises. The Company shall have a reasonable period of time during which to effect the repairs (or at its option make the replacement), and the guarantee period stated above shall be extended by that time.

### 11 GUARANTEE OF PRODUCTS NOT MANUFACTURED.

The Company will use its best endeavours to pass to the Purchaser the benefit (with the corresponding liabilities) of any guarantee received by the Company from the supplier of goods not manufactured by the Company. Nothing herein contained shall impose upon the Company a greater liability than would be imposed by its own guarantee set out above, nor shall the Company have any obligation to enforce that guarantee by litigation or other proceedings.

### 12 EXCLUSION OF LIABILITY.

It is expressly agreed that the Company shall not be liable for any damage, loss, injury, or expenses of any sort or kind caused directly or indirectly to any person or property by any goods sold or delivered by the Company or arising from the use thereof, and all such liability, whether general, special, consequential or otherwise, arising out of or due to any of the acts, omissions, negligence or willful default of the Company or its servants, whether at common law, by statute or otherwise, and whether arising from any condition, representation or warranty (express or implied) relating to the goods sold or delivered is expressly excluded.

### 13 ERECTION AND INSTALLATION.

Any erection or installation included in the tender, unless otherwise arranged, shall be performed by the Company on condition that the Purchaser provides suitable foundations and structures ready and free for use when required, with satisfactory means of access to the site. If the Company is prevented from proceeding with the work by circumstances beyond its control, and the Company's workmen are required to be sent back to complete the work, a charge will be made by the Company to cover the additional expenses incurred. If the terms for erection and installation provide only for work by the Company's skilled men, all necessary and adequate unskilled labour and tackle shall be provided free of cost by the Purchaser as and when required, but such labour shall at all times be deemed to remain in the employ of the Purchaser and the Purchaser undertakes all liability in respect of claims made under the Workmen's Compensation Act. It is also the responsibility of the Purchaser to provide electricity and compressed air for the purpose of any erection or installation.

### 14 PATENTS:

The Purchaser shall have no claim of whatsoever nature against the Company arising out of or flowing from any damages suffered by the Purchaser as a result of any patent or trade mark relating to any of the goods sold being infringed, cancelled, breached or otherwise set aside or declared invalid.

### 15. RIGHT OF CANCELLATION:

The Company shall have the right to cancel this contract by written notice to the Purchaser in the event that the Purchaser is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act or ceases to carry on business.

### 16. LEGAL CONSTRUCTION

No alteration of any of the above conditions shall be binding on the Company unless agreed thereto by the Company in writing. These conditions and every contract in which they are incorporated, shall be governed by and construed in accordance with the laws of the Republic of South Africa.

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FESTO

For all requests please indicate customer number and invoice number

Customer number	Invoice number	Festo consultant	Customer VAT no
0017054429	1412405486	Mayanda Mutonji	
control cam and solenoid piston Precision, quick action push/pull connector for plastic tubing PUN-4 x 0,75 for inside/outside calibrated tubes, and secure click-on swiveling system for the profile plates to enable individual adjustment  - Operating pressure max. 1000 kPa (10 bar) - Stroke length 100 mm - Thrust at 600 kPa 6 bar, 165 N - Return thrust at 600 kPa 6 bar, 140 N			
Net Total			1,950 40
VAT 14 00%			273.06
Total			2,223 46
<b>*IMPORTANT NOTICE*</b> Due to an increase in the risk of fraudulent activity, Festo (Pty) Ltd will NEVER advise you of a change to our bank details via email. We ask that you contact our accounts team directly for confirmation should you receive any notification purporting to be Festo (Pty) Ltd via email, letter or otherwise stating that there has been a change to our bank details.  <small>These goods are sold in accordance with our conditions of sale, which are printed on the reverse side hereof Interest at 2% per month will be charged on all overdue accounts Goods may only be returned for credit by prior arrangement and are subject to handling charges unless due to supplier error</small>			

TAX INVOICE  
1412405486

Date  
23 March 2018

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2 of 2



ES1162614105

# FESTO

Customer number 0017054429	Invoice number 1412405486	Festo consultant Mayanda Mutonji	Customer VAT no 4620234809
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Payment 30 days statement net	
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**Festo (Pty.) Ltd.**  
Head Office, Johannesburg  
22 - 26 Electron Ave Isando  
P O Box 255, 1600  
Republic of South Africa  
Phone +27(0)11-971-5500  
Fax +27(0)11-974-2157

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# FESTO

SIBANYE GOLD ACADEMY (PTY) LTD  
PRIVATE BAG2054  
C/O AGNEW RD & R501  
CARLETONVILLE  
2499



For all requests please indicate customer number and delivery note number

Customer number	Delivery note number	Our Order number	Festo consultant
0017054429	1162614105	2170618794	Mayanda Mutonji

**Delivery note**  
**1162614105**

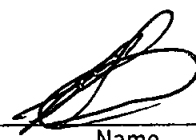
Date  
23 March 2018

No of pages  
2 of 2

Contact Department  
Mr L Kirk  
Didactic  
Phone ++27 (0) 11-971-558  
Fax ++27 (0) 11-974 902  
lucian.kirk@festo.com

Description	Part number	Qty	Net price per unit*
0,75 for inside/outside calibrated tubes, and secure click-on swiveling system for the profile plates to enable individual adjustment - Operating pressure max.: 1000 kPa (10 bar) - Stroke length: 100 mm - Thrust at 600 kPa: 6 bar, 165 N - Return thrust at 600 kPa: 6 bar, 140 N			
Number of packages 1 Total weight 0,486 KG			
Your signature signifies that the goods were sold in accordance with our conditions of sale, which are printed on the reverse side hereof Interest at 2% per month will be charged on all overdue accounts Goods may only be returned for credit by prior arrangement and are subject to handling charges unless due to supplier error			

Received by

  
Name  
Charles Smith  
ETDP Fitting  
Signature...  
Date.....

  
Date  
26/3/18

**\* COPY \***



**FESTO**

SIBANYE GOLD ACADEMY (PTY) LTD  
PRIVATE BAG2054  
C/O AGNEW RD & R501  
CARLETONVILLE  
2499



1 P8 1kp

For all requests please indicate customer number and delivery note number

Customer number 0017054429	Delivery note number 1162614105	Our Order number 2170618794	Festo consultant Mayanda Mutonji
Shipping type 21 / Carrier	Packed by	Checked by	
Sales Office 1701 Gauteng		Time 12:24	

**Delivery note  
1162614105**

Date  
23 March 2018

No of pages  
1 of 2

Your order 4500892250 of 22.02.2018

Please deliver to:

SIBANYE GOLD ACADEMY  
ENGINEERING CAMPUS  
KLOOF MINE , NO 7 SHAFT,C/O AGNEW  
WESTERN AREA  
CARLETONVILLE  
2499

Contact: Ntombi / Charles Smith  
Tel: (011) 278 1290

Please deliver to:

SIBANYE GOLD ACADEMY  
ENGINEERING CAMPUS  
KLOOF MINE , NO 7 SHAFT,C/O AGNEW  
WESTERN AREA  
CARLETONVILLE  
2499

Contact: Ntombi / Charles Smith  
Tel: (011) 278 1290

Contact Department  
Mr L Kirk  
Didactic  
Phone ++27 (0) 11-971-558  
Fax ++27 (0) 11-974 902  
lucian.kirk@festo.com

Reg No 1973/003776/07  
VAT Reg No 4350101004

Directors  
Mr KJM Heckl \* Mr J Naumburger\*  
B C Wallace (Managing)  
\*German

Regional Offices at

Bloemfontein  
Cape Town  
Durban  
East London  
Pietermaritzburg  
Port Elizabeth  
Pretoria  
Vereeniging

Description	Part number	Qty	Net price per unit
Item 0010 D:S-PAZ-DW20-100PPV Double-acting cylinder Piston cylinder, piston rod and cylinder barrel are made of stainless steel with control cam and solenoid piston. Precision, quick action push/pull connector for plastic tubing PUN-4 x	152888	1	

**Festo (Pty.) Ltd.**  
Head Office, Johannesburg  
22 - 26 Electron Ave Isando  
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Phone +27(0)11 971-5500  
Fax +27(0)11-974 2157