

1. Parties
Isegen South Africa (Pty) Limited is the Buyer. The Party who undertakes to execute the Purchase Order ("P.O.") is the Seller.
2. Acceptance
Acceptance of this order by the Seller shall be deemed to be acceptance of all these terms and conditions, and, any special conditions detailed on the P.O.
3. Tender Acceptance
In the event of this P.O. comprising an acceptance of a tender, these terms and conditions shall supersede any conflicting clause in the tender conditions.
4. Documentation, Marks, Price and Quantity
 - 4.1 Documentation
 - 4.1.1 Immediately on despatch of goods, invoices must be forwarded to the Buyer's Accounts Department in duplicate at the address shown on the face of the P.O.
 - 4.1.2 Delivery Notes and Consignment Notes must show details of the goods covered thereby.
 - 4.1.3 The word "Order" and the prefix number allocated to the P.O. by the Buyer shall be quoted by the Seller on all correspondence, notices or other documents of any description relating to the P.O.
 - 4.1.4 The Buyer's Commodity Number and Description of the material must also be quoted on documentation.
 - 4.2 Marks
The following information must be marked on each box, parcel, bag, and item :
 - 4.2.1 Buyer's Order and item/s, number/s.
 - 4.2.2 Seller's part number.
 - 4.2.3 Description of the Material/Mass/Quantity.
 - 4.3 Price
Unless otherwise specified all prices shall include packaging and free delivery at the destination indicated on the face of the P.O.
5. Insurance
Insurance shall be effected by the Seller, unless otherwise specified on the P.O.
6. Risk and Benefit
Unless otherwise stated in the P.O., risk and benefit in and to the goods remains with the Seller, until they are delivered and accepted by the Buyer at the point stated on the P.O.
7. Payment
As specified on the P.O.
8. Packing
Unless otherwise specified the cost of packaging materials and containers of whatsoever nature shall be deemed to be included in the purchase price and shall upon delivery of the goods become the property of the Buyer. Packing and covering to ensure the safe transport and delivery of the goods shall be as is customary in the trade unless otherwise specified on the P.O. The Seller shall be responsible for packing the goods in such a manner as to ensure freedom from loss or injury in transit due to faulty packing and the Buyer shall be entitled to recover from the Seller any loss or damage (including consequential losses) it has suffered arising from failure to comply with this clause.
9. Quality
The goods shall be of the qualities and sorts described and shall in all respects conform to the specifications, patterns, samples and drawings specified in the P.O. or in the documents relating to the P.O. Should there be no description or samples or pattern exhibited, the goods shall be the best of their respective kinds and shall be to the satisfaction of the Buyer.
10. Guarantee
The Seller guarantees the goods against any defect (latent or patent) which may under proper usage appear therein within 18 months after the date of delivery and which is due to inferior, defective or faulty materials, workmanship or design except a design which has been specified in detail by the Buyer. In addition to the foregoing, in the case of plant or machinery purchased under the terms hereof, the Seller guarantees that it will operate satisfactorily and continuously for not less than 12 months (or such longer period as may have been specified in the P.O.) after the plant or machinery has been put into use for the purpose for which it was sold. Any goods, plant or machinery which do not conform to the above shall, at the Seller's expense and at the option of the Buyer, either be repaired or replaced and thereby put into the same condition as such goods, plant or machinery would have been in had the Seller complied with its obligations hereunder.
11. Inspection
The execution of this P.O shall be subject to inspection with the right of rejection by authorised representatives of the Buyer at all reasonable times and places. Such inspection or failure to inspect shall not relieve the Seller from any obligation or responsibilities under this P.O.
12. Delivery
The Seller shall indemnify the Buyer against all loss or damage direct or indirect which the Buyer may suffer in consequence of any failure to deliver the goods at the place specified in the P.O. on or before the due date.
13. Default
Should the goods or any portion thereof not be delivered on or before the due date specified in the P.O. the Buyer shall be entitled, without prejudice to any other remedy for breach of contract, to cancel the P.O. either wholly, or to the extent of such default or to purchase other goods of the same or similar description or order goods to be manufactured as the Buyer thinks fit to make good such default. Any additional price payable, shall be recoverable from the Seller together with any damages (direct, indirect or consequential) suffered by the Buyer due to the late delivery or non-delivery. The liability imposed upon the Seller under this clause shall be deemed to be in addition to and not in substitution of any liability which the Seller may incur under these conditions.
14. Rejections
Goods will be accepted at the place of delivery only as regards number and conditions of packages and notwithstanding any receipt that may have been given, the goods shall remain liable to rejection if not in accordance with the P.O. Rejected goods will be held at risk and expense of the Seller, who before such goods are released shall refund the purchase price and all charges incurred by the Buyer, or be replaced by the Seller, immediately upon receipt of notification or rejection. Should the Seller fail within the time required by the Buyer to replace the goods the Buyer shall be entitled to withhold payment.
15. Tooling
Unless otherwise agreed the tooling or patterns covered in the P.O. remain the Buyer's property and shall be kept in good repair at all times by the Seller.
16. Exclusivity
The articles, designs and drawings shall be exclusive to the Buyer and the Seller or any third party shall not have access to them without written approval from the Buyer.
17. Compliance with Laws
The Seller shall in the execution of the P.O. conform with all legislation and to any regulations promulgated thereunder in force from time to time in the Republic of South Africa (RSA). Any cost incurred by the Buyer to modify the goods to comply with such laws and regulations shall be for the Seller's account.
18. Assignment
Rights and obligations under this P.O. shall not be assigned by the Seller without the written consent of the Buyer.
19. Patents
The Seller warrants that the subject of the P.O. does not infringe any patent and hereby indemnifies the Buyer against all damages, losses or costs suffered by the Buyer in respect of any claim made under any patent. Should the Buyer receive notice of any claim that the subject of the P.O. infringes any patent, then the Buyer shall have the right to cancel the P.O.
20. Insolvency
The Buyer may by notice in writing cancel the Order if the Seller becomes insolvent or makes any arrangement with his creditors or being a Company placed into liquidation or business rescue (either voluntary or compulsory).
21. No Variation
No variation of these terms and conditions shall be binding upon the Buyer unless confirmed in writing duly signed by an authorised director of the Buyer and the Seller.
22. Discrepancy
Should there appear to be any discrepancy or want of agreement in description, dimension or quantities in the P.O., the Seller shall refer the matter to the Buyer for a decision before proceeding to execute the order.
23. Applicable Law
These terms and conditions shall be governed by and construed in accordance with the laws of RSA.
24. Arbitration
All matters in dispute arising from these Standard terms and Conditions shall be settled by arbitration in accordance with the South Africa Arbitration Act, 1965 or any amendment thereof. The Arbitration Tribunal shall sit in Durban, RSA and the Arbitrator shall be nominated by the President of the Chamber of Commerce, Durban, RSA.
25. Seller's Conditions of Sale
The Seller's conditions of sale (wheresoever contained) shall not be applicable to the offer contained in the P.O.

26. Signature

26.1 Signed by the Seller, or by its duly authorised agent or representative, who hereby warrants his authority to sign on behalf of the Seller.

SIGNED AT
THIS..... DAY OF 20.....

As Witnesses

Signature :

1. Capacity :

2. Print Name :

26.2 Signed by the Buyer, or by its duly authorised agent or representative, who hereby warrants his authority to sign on behalf of the Buyer.

SIGNED AT
THIS..... DAY OF 20.....

As Witnesses

Signature :

1.....
Capacity:.....

2. Print Name :