SC REINFORCING (PTY) LTD

Reg. No. 2020/018055/07 | VAT No. 4270293139 | Langstraat 8, Mossel Bay 6506 | 044 697 7188 | sales@screinforcing.co.za

STANDARD TERMS AND CONDITIONS OF SALE

Reinforcing Steel — Supply, Cut, Bend and Deliver

IMPORTANT: These Terms limit the Company's liability, place responsibility for bending schedules on the Customer, retain ownership of Goods until payment, and contain an indemnity and acknowledgements by the Customer (see clauses 4, 8, 9, 10, 11 and 14). Please read them carefully.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context indicates otherwise:

1.1.1 "the Company" means SC Reinforcing (Pty) Ltd, registration number 2020/018055/07, VAT number 4270293139, of Langstraat 8, Mossel Bay 6506, including its branches (including Sky Steel), successors and assigns;

1.1.2 "the Customer" means the person, firm, company or other entity who orders, buys or accepts delivery of Goods or Services from the Company, and includes its agents, employees and representatives;

1.1.3 "Goods" means reinforcing steel bar (rebar), mesh, binding wire, spacers, chairs, couplers and any other products supplied by the Company, whether in stock lengths or processed;

1.1.4 "Processed Goods" means Goods cut, bent, shaped, scheduled, bundled or labelled to the Customer's order or bending schedule;

1.1.5 "Services" means cutting, bending, scheduling, bundling, labelling, delivery and any related services rendered by the Company;

1.1.6 "Bending Schedule" means any schedule, drawing, list or instruction (in any format) supplied by or on behalf of the Customer specifying bar marks, shape codes, dimensions, diameters, quantities and/or mass;

1.1.7 "Order" means any order for Goods or Services placed with the Company verbally, in writing or electronically, including by acceptance of a quotation;

1.1.8 "the CPA" means the Consumer Protection Act 68 of 2008, and "the NCA" means the National Credit Act 34 of 2005.

1.2 Headings are for convenience only. The singular includes the plural, and a reference to one gender includes the others. Any reference to a natural person includes a juristic person and vice versa.

2. APPLICATION OF THESE TERMS

2.1 These Terms apply to every quotation, Order, sale, delivery and Service by the Company, and to every credit application approved by the Company. They prevail over any terms and conditions of the Customer, including any terms printed on the Customer's order forms, which are hereby excluded. These Terms are the Company's General Conditions of Quotation and Sale referred to on its quotations, and form part of every quotation whether or not attached to it.

2.2 Placing an Order, accepting a quotation, signing a delivery note or accepting delivery of Goods constitutes acceptance of these Terms, whether or not the Customer has signed them.

2.3 No variation, waiver or addition to these Terms is binding unless recorded in writing and signed by a director of the Company.

2.4 To the extent that the CPA or the NCA applies to any transaction, nothing in these Terms is intended to limit any right the Customer has under that Act, and any clause that would do so is to be read down to the extent necessary to comply with it.

3. QUOTATIONS AND ORDERS

3.1 Quotations are valid for 30 days from the date of issue unless stated otherwise, are based on the information supplied by the Customer, and are subject to stock availability at the time of the Order and to material price adjustment in terms of clause 5.2.

3.2 Each quotation supersedes all previous quotations issued by the Company for the same project or Goods.

3.3 The Customer must liaise with the Company's representative named on the quotation before issuing its Order, to confirm quantities, specifications, delivery requirements and current pricing.

3.4 Quoted masses are estimates calculated from the Customer's Bending Schedule or drawings. The Customer will be invoiced on the actual mass supplied, calculated as set out in clause 6.

3.5 An Order is only binding on the Company once it has been accepted by the Company in writing (including electronically) or by commencing processing or delivery.

3.6 Orders for Processed Goods may not be cancelled, varied or reduced once processing has started. If the Customer cancels or varies such an Order, the Customer is liable for all Goods already processed, all costs incurred and any loss suffered by the Company.

4. BENDING SCHEDULES AND CUSTOMER SPECIFICATIONS

4.1 The Customer is solely responsible for the accuracy, completeness and engineering suitability of every Bending Schedule, drawing and instruction, including bar marks, shape codes, dimensions, diameters, steel grade, quantities and member references.

4.2 Unless otherwise agreed in writing, Bending Schedules must use the shape codes and conventions of SANS 282 (Bending dimensions and scheduling of steel reinforcement for concrete). The Company may process Goods strictly according to the schedule as supplied and is under no obligation to check it against engineering drawings.

4.3 Where the Company prepares or transcribes a Bending Schedule from the Customer's drawings at the Customer's request, it does so as an accommodation only. The Customer must check and approve the schedule before processing, and approval (including by email or message) transfers full responsibility for its contents to the Customer.

4.4 Any error in a Bending Schedule, and any re-work, re-processing, additional material, delivery or wastage resulting from it, is for the Customer's account.

4.5 Processed Goods are manufactured within the dimensional tolerances of SANS 282. Deviations within those tolerances are not defects.

5. PRICES AND PRICE VARIATION

5.1 All prices are quoted in South African Rand and exclude VAT unless stated otherwise. VAT will be added at the prevailing rate.

5.2 Material price adjustment: quotations are based on the national steel price at the date of the quotation. Any subsequent increase or decrease in the national steel price, insofar as it affects the Company's delivered cost of steel, is for the Customer's account and will be applied to undelivered Goods on a proven cost basis. On request, the Company will provide reasonable proof of the change in its delivered cost.

5.3 Unless included in the quotation, cutting and bending, scheduling, delivery, offloading, labelling, special bundling and after-hours delivery are charged separately at the Company's prevailing rates.

6. MASS AND INVOICING

6.1 Goods are invoiced by mass. Unless the Company elects to weigh the Goods, mass is calculated as the theoretical mass, being the total cut length of each bar multiplied by its nominal mass per metre as specified in SANS 920 (Steel bars for concrete reinforcement).

6.2 Where Goods are weighed, the Company's certified weighbridge or scale reading is final and binding, save for manifest error.

6.3 The Customer acknowledges that rolling tolerances permitted by SANS 920 may cause actual mass to differ from theoretical mass, and that no adjustment will be made for such differences.

6.4 Cut-off lengths and offcuts arising from the Customer's Bending Schedule may be charged for at the Company's discretion.

7. DELIVERY AND COLLECTION

7.1 Delivery dates and times are estimates only. While the Company will use reasonable efforts to meet them, it is not liable for any loss, penalty or damage arising from late delivery, and late delivery does not entitle the Customer to cancel the Order or withhold payment.

7.2 The Company may deliver in part-loads and invoice each delivery separately.

7.3 The Customer must ensure safe, clear and lawful access to the delivery point for a fully laden heavy vehicle, including firm ground, adequate turning space and no overhead obstructions. If the vehicle cannot safely reach the site, the Company may offload at the nearest safe point, and the Customer bears the risk and any additional cost.

7.4 Off-loading and hoisting of steel on site must be carried out by the Customer or its main contractor, at their own risk and cost, using adequate labour and lifting equipment, unless otherwise agreed in writing.

7.5 Where a delivery cannot be made, or must be returned, due to the Customer's fault (including no one being on site to receive the Goods, refused access or failure to pay on delivery), an additional charge for re-delivery, together with any storage costs, will be for the Customer's account.

7.6 Where the Customer collects Goods, the Customer's driver or carrier is responsible for safe loading and securing of the load and for compliance with all road traffic and load-mass legislation once loaded.

7.7 Goods ready for collection or delivery that are not collected or accepted within 7 days of the agreed date may be invoiced in full and stored at the Customer's risk, and a storage fee may be charged.

7.8 A delivery note or proof of delivery signed by any person at the delivery site, or by the Customer's driver on collection, is conclusive proof that the Goods were delivered in the quantities and condition stated on it, and the Customer may not dispute that person's authority to sign.

8. RISK AND OWNERSHIP

8.1 Risk in the Goods passes to the Customer on delivery to the delivery point or, for collection, when loading commences on the Customer's vehicle.

8.2 Ownership of the Goods remains with the Company until the full purchase price and all other amounts owed by the Customer to the Company have been paid. Until then, the Customer holds the Goods on behalf of the Company, may not sell, encumber or dispose of them other than in the ordinary course of its business, and must keep them identifiable as the Company's property where reasonably possible.

8.3 If the Customer is in breach, the Company and its agents may enter the premises where the Goods are kept to inspect or recover them, without prejudice to any other right of the Company. The Customer acknowledges that this is not spoliation.

9. INSPECTION, CLAIMS AND RETURNS

9.1 The Customer must inspect the Goods on delivery or collection. Any claim for shortages, incorrect Goods or visible damage must be recorded on the delivery note and confirmed in writing to the Company within 7 days of delivery, failing which the Goods are deemed accepted.

9.2 Claims for latent defects must be made in writing within 7 days after the defect became apparent, and the Goods concerned must be kept available for inspection by the Company.

9.3 Light surface rust (mill scale and surface oxidation that does not result in pitting or loss of section beyond the limits of SANS 920) is normal for reinforcing steel and is not a defect.

9.4 Processed Goods are made to order and cannot be returned or credited, except where they do not conform to the accepted Bending Schedule as a result of the Company's error.

9.5 Unprocessed stock-length Goods may be returned only with the Company's prior written consent, within 7 days of delivery, in their original, undamaged and unused condition, with the original delivery note or invoice number. Accepted returns may be subject to a handling fee and the cost of collection, at the Company's discretion.

9.6 Where a claim is accepted, the Company's sole obligation is, at its option, to replace or re-process the non-conforming Goods or to issue a credit for their invoiced value.

10. QUALITY AND WARRANTY

10.1 The Company warrants that Goods, at the time of delivery, comply with SANS 920 or the specification stated on the invoice. Mill certificates are available on request, where available from the supplier.

10.2 The Company gives no warranty that the Goods are suitable for any particular purpose or design. The design, specification, placing, cover, lapping and fixing of reinforcement are the responsibility of the Customer and its engineer.

10.3 Save as expressly set out in these Terms, and to the extent permitted by law, all other warranties, representations and guarantees, whether express, implied or tacit, are excluded.

11. LIMITATION OF LIABILITY

11.1 To the extent permitted by law, the Company is not liable for any indirect, special or consequential loss or damage, including loss of profit, loss of use, contractual penalties, delay or standing-time costs, or the cost of demolishing or re-casting concrete, however arising.

11.2 The Company's total liability arising from any Order, whether in contract, delict or otherwise, is limited to the invoiced value of the Goods or Services that gave rise to the claim.

11.3 The Customer indemnifies the Company against any claim by a third party arising from the Customer's Bending Schedules, specifications, site conditions or use of the Goods.

12. PAYMENT TERMS

12.1 Unless the Customer has an approved credit account, payment is due in full before dispatch or collection, by EFT with cleared funds in the Company's account. Proof of payment alone does not constitute payment.

12.2 Customers with an approved credit account must pay all amounts within the payment terms approved for their specific account, as recorded in their credit application or otherwise agreed in writing by the Company, without any deduction or set-off. Credit facilities are subject to a separate credit application, may be subject to a suretyship, and may be reduced, suspended or withdrawn by the Company at any time.

12.3 No retention: the Customer may not withhold any retention money or other portion of the price, whether or not retention applies under the Customer's contract with its employer or main contractor, and may not withhold payment or set off any amount on account of any claim or dispute against the Company.

12.4 Payments are allocated first to interest and costs, and then to the oldest outstanding invoice, at the Company's discretion.

12.5 Overdue amounts bear interest at the prime overdraft rate charged by The Standard Bank of South Africa Limited from time to time plus 2% per annum, calculated daily and compounded monthly from the due date until payment in full or, where the NCA applies, at the maximum rate permitted under the NCA.

12.6 If the Customer fails to pay any amount when due, all amounts owing become immediately due and payable, and the Company may suspend further deliveries and processing, withdraw any discount and cancel any open Order, without prejudice to its other rights.

12.7 Cheques are not accepted unless agreed in writing. Bank charges on cash deposits are for the Customer's account.

13. BREACH

13.1 If the Customer fails to pay any amount on due date, breaches any of these Terms, commits an act of insolvency, is placed under business rescue, liquidation or sequestration (provisional or final), compromises with its creditors, or has a judgment against it that remains unsatisfied for 7 days, the Company may, without notice and without prejudice to its other rights:

13.1.1 claim immediate payment of all amounts owing, whether due or not;

13.1.2 cancel any Order or agreement and recover the Goods in terms of clause 8; and/or

13.1.3 claim specific performance and/or damages.

13.2 The Customer is liable for all legal costs incurred by the Company in recovering any amount or enforcing these Terms, on the scale as between attorney and own client, including collection commission, tracing fees and any VAT thereon.

14. CERTIFICATE OF INDEBTEDNESS

14.1 A certificate signed by any director, manager or accountant of the Company, whose authority need not be proved, stating the amount owing by the Customer, is prima facie proof of that amount for all purposes, including for obtaining provisional sentence or summary judgment.

15. FORCE MAJEURE

15.1 The Company is not liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including steel mill shortages or allocations, supplier failure, load-shedding or power interruptions, machinery breakdown, strikes or labour unrest, community unrest or blockades, fire, flood, severe weather, epidemics, acts of government or transport disruptions. The Company may suspend performance for the duration of such event or cancel the affected part of the Order without liability.

16. PERSONAL INFORMATION AND CREDIT CHECKS

16.1 The Customer consents to the Company processing its personal information, and that of its directors, members, partners and sureties, for the purposes of administering its account, assessing creditworthiness, collecting debts and marketing related products, in accordance with the Protection of Personal Information Act 4 of 2013.

16.2 The Customer authorises the Company to obtain credit information from, and to report payment behaviour (including defaults) to, registered credit bureaux and credit insurers, and to appoint a debt collector where amounts are overdue.

16.3 The Customer must notify the Company in writing within 7 days of any change in its name, ownership, directors, members, address or legal status. Until such notice is received, the Customer remains liable for all amounts incurred on its account.

17. JURISDICTION AND DOMICILIUM

17.1 These Terms are governed by the laws of the Republic of South Africa.

17.2 The Customer consents, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrate's Court having jurisdiction over the Customer, even if the amount claimed exceeds that court's jurisdiction. The Company may nevertheless institute proceedings in any competent High Court.

17.3 The Customer chooses the physical address stated on its credit application, Order or account as its domicilium citandi et executandi for all notices and legal processes. Notices may also be given by email to the address supplied by the Customer, and are deemed received on the first business day after sending.

18. GENERAL

18.1 These Terms, together with any approved credit application and suretyship, constitute the whole agreement between the parties. No representation not recorded in these Terms is binding on the Company.

18.2 No indulgence or extension of time granted by the Company prejudices its rights or operates as a waiver.

18.3 If any provision of these Terms is unenforceable, it is severable and the remaining provisions remain in full force.

18.4 The Company may amend these Terms from time to time. The version in force on the date of an Order applies to that Order, and the current version is available on request or at www.screinforcing.co.za.

18.5 Orders, acceptances and notices may be concluded by electronic communication in terms of the Electronic Communications and Transactions Act 25 of 2002.