

## Standard Terms and Conditions of Sale and Service

Where these conditions are attached to a tender, then the word “ Contract “ refers to the terms of the tender and of the agreement, if the tender is accepted.

- 1.0 These conditions shall apply to all contracts entered into by Ridge Systems, hereafter referred to as RIDGE, for the supply of equipment, provision of services, etc. Any conditions which the PURCHASER may seek to impose shall not over-ride the terms stated hereof, notwithstanding that they may purport to do so, unless expressly and specifically agreed to by RIDGE in writing. In such an event, the terms hereof shall only be varied to the express extent agreed upon.
- 2.0 Unless otherwise stated in writing, payment for goods supplied or services rendered shall be made in full on delivery of equipment or presentation of invoice. Under no circumstances shall the PURCHASER be entitled to hold any retention moneys, deduct any discounts, set off any amounts or deduct any counter claims. PURCHASER agrees to pay interest at the ruling prime bank overdraft rate plus 2% on all outstanding moneys due should payments not be made within 30 days of invoice date.
- 3.0 Notwithstanding delivery of goods by RIDGE to the PURCHASER, ownership of such goods shall remain with RIDGE until such time as the total purchase price in respect of such goods has been paid.
- 4.0 Any deposits paid are non-refundable unless expressly and specifically agreed to by RIDGE in writing.
- 5.0 Manufacturers guarantees are deemed to be incorporated herein and are the sole guarantee provided by RIDGE. Any claims under the guarantee will be referred, at RIDGE’s discretion to the manufacturer for determination as to whether or not the defect falls into the guarantee and such determination shall be final and binding on all parties.
- 6.0 RIDGE will not be liable for any loss or damages whatsoever direct or indirect, including penalties or liquidated damages, including consequential damages, due to late or defective delivery, defective, faulty or negligent workmanship or material, or to any act, default or omission of its employees, suppliers or sub-contractors, unless specifically agreed to and confirmed in writing by RIDGE. RIDGE’s sole and total legal liability whether contractual or delictual shall in any event be limited to a total aggregate value of 10 % of the total contract value.
- 7.0 Time for delivery shall not be of the essence and no claims for damages, cancellations or right to withhold payment of any amounts due and payable shall arise if delivery of the whole or any part is delayed or prevented for any reason whatsoever.
- 8.0 Actual variations from the date of the tender or contract in costs of labour; transport; raw materials; bought out parts; taxes; rates of exchange in respect of imported goods; duties; surcharges; etc. or which might arise due to changes in legislation or statutes will be for the account of the PURCHASER.
- 9.0 No claim will be valid against RIDGE should import permits be refused, modified or withdrawn. If thereby it is not possible to proceed with the contract RIDGE shall nevertheless be entitled to payment for all work performed and all goods supplied up to the date on which it is determined that it is not possible to proceed with the contract.
- 10.0 Should completion of the contract be delayed due to reasons beyond the control of RIDGE, RIDGE has the right to claim all costs incurred due to the prolongation of the contract period, and if such costs are not paid, to withhold delivery of any goods not yet delivered and performance of any services not yet rendered. In addition RIDGE will invoice in accordance with the contract as if progress as required had been achieved and be paid interest in accordance with clause 2 should payment against these invoices not be made timeously.
- 11.0 Unless stated otherwise prices quoted are ex RIDGE, Randpark Ridge exclusive of VAT.
- 12.0 Risk passes to the PURCHASER from the date on which goods are ready for delivery.
- 13.0 No relaxation indulgence granted the PURCHASER and no omission by RIDGE to enforce any right shall be deemed to constitute a waiver of that right nor shall any contractual rights contained herein prejudice any rights which RIDGE may otherwise have in law.
- 14.0 This contract shall be construed and performed in accordance with the laws of the Republic of South Africa
- 15.0 All rights to the design and copyright, or other intellectual property shall rest exclusively in RIDGE
- 16.0 All software is the property of RIDGE. It only licenses the software’s use and in no way transfers ownership thereof.