

STANDARD TERMS AND CONDITIONS (STC's) OF SALE

PLEASE NOTE: If you are an individual or a company, CC, partnership, trust or other association of persons which has an annual turnover or asset value BELOW R2 MILLION, you have the rights set out in the Consumer Protection Act, 2008 and the following parts of provisions of this agreement may not apply to you:

- **Clause 6**, to the extent that it dictates when delivery takes place and provides that you may not cancel an order as a result of a delay in delivery;
- **Clause 7**, to the extent that it may be interpreted to provide that you assume all risk relating to defective goods supplied by BSN;
- **Clause 8**, to the extent that it provides that all goods are sold voetstoots and are deemed to be provided to you in good condition and free of any defects, that you will not have any claim for any shortage in delivery or defect in any goods unless you notify BSN thereof within the prescribed period, and that you may not withhold payment for goods which are defective;
- **Clause 9**, to the extent that it provides that you cannot return defective goods without BSN's authorisation;
- **Clause 10 and 12**, to the extent that such indemnity or limitation of liability relates to claims for death, injury, illness, damage to property and associated economic loss suffered as a result of using defective goods supplied by BSN;
- **Clause 14**, to the extent that it requires you to consent to a predetermined value of costs of enforcing the STC's; and
- any other clause which may be declared to be excessively one sided in BSN's favour and unfair under the circumstances.

PLEASE MAKE SURE THAT YOU UNDERSTAND AND AGREE TO THE PROVISIONS OF THESE STC'S AND IN PARTICULAR, THE PROVISIONS WHICH HAVE BEEN SPECIFICALLY DRAWN TO YOUR ATTENTION.

1. **CONTRACT:** All goods which you buy from BSN Medical (Pty) Ltd ("BSN", "we" or "us") are sold to you on these standard terms and conditions of sale ("STC's"). By ordering goods from us, you are deemed to have accepted, and agreed to be bound by, these STC's. These STC's will apply to orders placed on BSN even if the order placed by you was subject to other terms and conditions.
2. **PRICES:** Unless we agree otherwise with you in writing, the price of the goods will be the price of those goods on our price list at the time when we accept your order (plus delivery charges, if applicable). The price of the goods may exclude VAT, which you must pay to us at the applicable rate.
3. **ORDERS:** Goods are supplied in complete units (multiples) of the minimum order quantities reflected in our price list. Free delivery will only be offered on orders exceeding R1500(excluding vat).
4. **TAX INVOICES:** We will send you a monthly statement for the amount which you owe us for the goods.
5. **PAYMENTS:** Payment of the amount on the statement must be made **within 30 days after the date of the statement. We do not accept any risk relating to payments. If payment is made by cheque or electronic funds transfer ("EFT"), it is your responsibility to ensure that we receive the payment. Your liability to us will only be discharged when we receive as freely available funds in our bank account the full amount due.**
6. **DELIVERY:** If we agree to engage a 3rd party to transport the goods, we are hereby authorised to engage the 3rd party on your behalf and on the terms deemed fit by ourselves. Delivery takes place when the goods are loaded on the transport at our premises. Although we will try to deliver the goods to you by the delivery date requested in your order, we cannot guarantee or be held liable for not achieving it. **We are not liable for any loss or damages of any nature which you may suffer as a result of any delay in the delivery of the goods which you have ordered. You may not cancel an order as a result of any delivery delay.**

7. **OWNERSHIP AND RISK:** All risk in, and to, the goods will pass to you on delivery of the goods to you in accordance with these STC'S. We own all the goods which we supply to you until we receive, as freely available funds in our bank account, full payment for those goods, including any delivery or other applicable charges. **Until ownership in the goods has passed to you, you must ensure that the goods are kept and maintained in good condition, are stored separately or marked so that they may be readily identified as the property of BSN, are not the subject of any pledge or lien, and are insured for their full replacement value against all risks.**
8. **SHORTAGES AND DEFECTS:** All goods which we sell to you are sold VOETSTOOTS and are deemed to be supplied in good condition and free of any defects. You will not have any claim against us for a shortage in the quantity of, or defect in, the goods delivered to you unless you notify us in writing of the shortage or defect within 3 business days after the date when the goods were delivered to you. We are not liable for any defects of any nature in any goods which you have cut, processed or treated in any way or which are sold to you as substandard, rejects or seconds. You may not withhold payment in respect of any goods which you claim are defective.
9. **RETURNS:** Any goods which you wish to return to BSN, for any reason whatsoever must be authorized by BSN prior to the goods being returned. Goods which carry expiry dates may not be returned unless we receive them a minimum of 3 months prior to their expiry dates. We may **levy a handling fee of up to 15% of the invoice value** where goods are returned due to customer error or without the prior written authorisation of BSN's sales representative.
10. **INDEMNITY:** You indemnify us against any claims made against us by any third party arising out of, or in connection with, any goods which we supply to you, and/or the use of those goods.
11. **BREACH:** We may suspend any delivery of goods to you, cancel any order and/or stop granting you credit and claim payment of all amounts which you owe to us, if:
- 11.1 you fail to pay any amount which you owe to us by the due date for payment; or
- 11.2 any material information which you give to us in any application for credit is incorrect, or you fail to disclose all of the required information.
12. **NO LIABILITY:** We are not liable to you for any consequential, special or indirect damages which you may suffer in any way arising from, or in connection with, these STC's or the goods which we supply to you. Any other claim which you may have against us arising in any way from, or in connection with, the goods supplied, is limited to the cost of replacing those goods or refunding you the price which you paid for them.
13. **GENERAL:** These STC's constitute the **whole agreement** between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof. **No variation, addition to, deletion from or cancelling of these STC's (including this clause) and no waiver of any right under these STC's shall be effective unless in writing and signed by or on behalf of both parties.**
14. **LEGAL COSTS:** If you breach these STC's, whether or not we institute legal action against you, **you undertake to pay, on demand, all legal costs which we incur in attempting to recover any late payment from you, on an attorney and client scale.**
15. **JURISDICTION:** You consent to the jurisdiction of the Magistrate's Court in respect of any action arising out of these STC's or the goods which are supplied to you.
16. **INTEREST PAYABLE:** Should you fail to pay the amount owing within a period of 30 days from statement date, you agree to pay interest on the outstanding balance at the rate of 2% above the prime overdraft rate from the date of invoice.
17. **CUSTOMER CARE:** product related queries may be directed to the Customer Care Department, Tel: (031) 710 8111 / Fax: (031) 710 8225 / E-mail bsnzaorders@bsnmedical.com or by post to P O Box 526, Pinetown, 3600.

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