



ORTHOLAM

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Standard Conditions and Terms of Sale

1. **In these Terms and Conditions, unless the content otherwise indicates:**
 - 1.1. "Ortholam" means Ortholam CC, with registration number 2002/089429/23;
 - 1.2. "Purchaser" refers to the person or entity that is purchasing goods upon the terms and conditions herein contained; and
 - 1.3. "Products" collectively refers to goods sold by Ortholam.
2. **How to Order:** Fax or email confirmation or orders to Ortholam with the item #, description, quantity, and mode of transportation desire.
3. **Pricing Policy:** All prices are F.O.B. Durban, RSA, in accordance with our standard pricing schedule and our pre-payment price quantity schedule unless otherwise specified. Prices are subject to change without notice. All freight charges, unless otherwise indicated, will be added to the invoice. All list prices exclude Value Added Tax.
4. **New Accounts:** All orders will be shipped on a prepayment basis unless a credit facility has been established or payment is made by EFT bank transfer. Open accounts will be established only after receipt and approval of a credit application form.
5. **Payment:**
 - 5.1. The parties agree that S.A. Post Office and Internet Banking is not Ortholam's agent and therefore the purchaser accepts full responsibility for payment sent through the S.A. Post Office and/or Internet Banking.
 - 5.2. Prepayment is required by direct or EFT bank transfer for all customers who do not have an open account.
 - 5.3. Open account holders' payment terms are strictly 30 (thirty) days net computed from date of invoice or otherwise agreed to in writing with Ortholam.
 - 5.4. Payment shall be made directly into the bank account for Ortholam.
 - 5.5. Payment within said period shall not entitle the purchaser to any discount on the purchase price.
 - 5.6. Non-payment of any amount by the purchaser shall nullify any discount or price-quantity concessions, which may have been agreed between Ortholam and the purchaser, and in that event the purchaser will be liable for the full price as reflected on the invoice.
 - 5.7. Interest will be levied on the amounts not paid on due date calculated at the prevailing Bank's interest rate on all overdue accounts.
 - 5.8. Ortholam reserves the right to suspend all shipments if any portion of an account becomes overdue, unless satisfactory arrangements have been made with Ortholam.
 - 5.9. The purchaser will be responsible for all legal and collection fees incurred by Ortholam to collect delinquent invoices.
6. **Passing of Risk:** The risk of loss or damage of all products purchased from Ortholam passes to the purchaser on delivery of good to the purchaser or to any carrier of such goods whether such carrier be the agent of the nominee of Ortholam or of the purchaser.

7. **Delivery:** Delivery of goods shall be deemed to have been effected:
 - 7.1. In the case of goods dispatched by rail, ship or road transport, upon consignment to the consignee;
 - 7.2. In the case of goods conveyed by the purchaser's own mode of transport, upon the handing over of such goods to the purchaser or his duly appointed agent;
 - 7.3. The purchaser shall have no claim against Ortholam in respect of any loss or damage of a consequential nature which may be sustained by the purchaser as a result of late or non-delivery.
8. **Return of Goods, Adjustments and Credits:**
 - 8.1. All goods must be immediately inspected upon receipt by the purchaser for damage or errors in shipping. Any and all defects or errors must be reported to Ortholam in no more than 3 (three) business days for approval and return authorisation number.
 - 8.2. Credit for returned goods is subject to inspection and a 15% restocking charge for goods in a resalable condition.
 - 8.3. Goods returned without prior approval are subject to an additional 10% charge.
 - 8.4. No credit shall be issued for goods more than 1 (one) year old.
 - 8.5. A copy of or date and number of the original invoice must accompany all returns.
 - 8.6. The return authorisation number must appear on the shipping label or copy of invoice.
9. **Ownership:** Ownership of all goods shall remain vested with Ortholam until the purchase price of the goods has been paid in full.
10. **Limit of Liability:**
 - 10.1. Ortholam shall in no circumstances be held liable to the purchaser or to any other person or entity for any loss or damage, whether direct or consequential arising from the use of such goods or materials or any other portion thereof or from any alleged defects in them.
 - 10.2. Any advice or assistance given, whether concerning suitability, method of application, technical recommendations, equipment recommendations, etc. relating to products purchased is given in good faith but without obligation and subject to the exclusion of any liability whatsoever on the part of Ortholam or its staff, for damages, whether direct or consequential, or otherwise howsoever.
 - 10.3. All data, statements and recommendations made are based upon information believed to be reliable, but are made without representation or guarantee or warranty of accuracy.
 - 10.4. Goods are sold on the condition that the purchaser will examine the goods in relation to recommendations and the uses to which the goods are to be put, in order to assess their suitability before being used.
 - 10.5. Without prejudice to the foregoing, Ortholam will be prepared to replace free of charge all goods or materials which in its sole and absolute discretion considers to have been defective by reason of faulty material or workmanship provided such goods are returned within 10 (ten) business days.
 - 10.6. The purchaser indemnifies Ortholam and holds Ortholam harmless against all claims of whatsoever nature, whether at common law or under statute which may be brought against Ortholam arising out of or due to any act or default by any servant or agent of Ortholam.
11. **Jurisdiction:** Ortholam shall be entitled to institute any proceedings against the purchaser arising out of the sale contract, for the full balance outstanding, in any magistrates court

notwithstanding that the value of the claim in dispute may exceed the jurisdiction of the magistrates court. Further, the purchaser agrees to be liable for all legal costs, including costs on the attorney and client scale, collection charges and tracing fees which may arise.

12. **Relaxation of Waiver:** No relaxation or indulgence of these conditions by Ortholam in favour of the purchaser shall be construed as a waiver of Ortholam's rights. Any variation or modification to the agreement of purchase and sale shall not be of any force or effect unless such variation or modification is authorised in writing by Ortholam.
13. **Acceptance:** Acceptance by Ortholam of any order from the purchaser will constitute the agreement of purchase and sale upon the terms and conditions hereof, which terms and conditions will supersede any terms and conditions embodied in the purchaser's order or otherwise sought to be imposed by the purchaser.