



SPEC-CAST WEAR PARTS

Trusted to deliver

SPEC-CAST WEAR PARTS (PTY) LTD

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SPEC-CAST GROUP TERMS AND CONDITIONS OF SALE

1. APPLICATION

These Terms and Conditions apply to all sales and quotations by Spec-Cast Wear Parts (Pty) Ltd (Registration No. 2009/019352/07) and its affiliated entities ("SCG"), whether on a COD (cash on delivery) or credit account basis. These Terms supersede all prior agreements and may only be varied in writing signed by an authorised SCG representative.

2. QUOTATIONS AND ORDERS

- 1.1 Quotations are valid for 7 days from the date of issue (or as specifically stated) and are subject to stock availability at the time of order.
- 1.2 SCG's supply of goods constitutes acceptance of the order.
- 1.3 Orders without a quotation are subject to SCG's prices and terms at the date of supply.

3. PRICING

- 3.1 Prices quoted are valid for 7 days unless otherwise stated.
- 3.2 All prices are quoted exclusive of VAT.
- 3.3 SCG reserves the right to adjust quoted prices prior to acceptance due to exchange rate fluctuations, increases in supplier costs, freight, duties, or other input costs.
- 3.4 For export sales, the Customer (as importer) is solely responsible for all import duties, taxes, levies, and any third-party inspection costs (such as BIVAC or similar) applicable in the country of destination.

4. VARIATION OR CANCELLATION

No order may be varied or cancelled without SCG's prior written consent. The Customer shall be liable for all costs, expenses, and losses incurred by SCG as a result of any cancellation or variation.

5. PAYMENT TERMS

- 5.1 Payment terms are strictly as stated on the quotation or order confirmation.
- 5.2 Where credit has been approved by SCG, payment must be made in accordance with the approved credit terms.
- 5.3 Where no credit facility has been approved (COD customers), full payment is required prior to or on delivery.
- 5.4 Deposits and special payment terms may apply to custom or non-stock items (as stated on the quotation).
- 5.5 The Customer shall not withhold, set off, or deduct any amount from any payment due to SCG.

6. INTEREST ON OVERDUE ACCOUNTS

Overdue amounts attract interest at 1% per month (12% per annum), capitalised monthly.

7. DELIVERY AND RISK

- 7.1 Risk passes to the Customer upon delivery or collection.
- 7.2 Delivery dates are estimates only. SCG shall not be liable for any loss, damage, or consequential loss arising from any delay in delivery, howsoever caused.
- 7.3 Delivery is completed upon handover to the Customer or its agent, or upon collection.

8. OWNERSHIP AND REPOSSESSION

- 8.1 Ownership of the goods remains with SCG until full payment is received in cleared funds.
- 8.2 SCG shall be entitled, in the event of any breach or failure by the Customer to make payment by the due date, to repossess any goods for which payment has not been made. The Customer hereby irrevocably authorises SCG and its agents to enter upon the Customer's premises, at reasonable times, for the purpose of recovering such goods.
- 8.3 If the goods are incorporated into or mixed with other products or materials, SCG retains ownership in proportion to the value of its unpaid goods relative to the total value of the finished product.

9. PATTERNS AND TOOLING

Patterns, core boxes, and tooling provided by the Customer are held at the Customer's risk. The Customer is responsible for insuring them against all risks (including loss, damage, or theft) while in SCG's possession. SCG may dispose of any uncollected items after giving 30 days' written notice.

10. CLAIMS AND RETURNS

- 10.1 Any claims for shortages, damage, or non-conformance must be notified in writing within 7 days of delivery.
- 10.2 Returns of eligible stocked items must be requested within 60 days from the date of purchase. Returns requested after 60 days will not be accepted.
- 10.3 All returns are governed by SCG's Customer Returns Policy (available on request or at www.spec-cast.com) Approved returns will be credited to the Customer's account (subject to a 15% handling/restocking fee). No cash refunds will be issued except in the case of incorrectly delivered items.
- 10.4 Special-order, custom-manufactured, discontinued, or superseded items are non-returnable.
- 10.5 Incorrectly delivered items will be handled in accordance with the Returns Policy.

11. WARRANTY AND DEFECTIVE GOODS

- 11.1 SCG warrants that the goods are free from defects in material and workmanship, subject to the warranty periods set out in SCG's separate Warranty Policy (SCG-POL-OPS-WAR-001), which may vary by product.
- 11.2 Should a product fail due to manufacturing defects (such as casting or forging defects) within the applicable warranty period and under normal operating conditions, SCG will, at its option, repair or replace the defective goods free of charge, subject to inspection.
- 11.3 This warranty does not cover normal wear and tear, misuse, abuse, neglect, improper application, modification, or incorrect installation.
- 11.4 SCG's liability is strictly limited to the repair or replacement of the defective goods. SCG shall not be liable for any additional costs including welding, machining, labour, transport, loss of production, or any consequential loss.
- 11.5 Defective goods must be returned to SCG for inspection at the Customer's cost. Warranty claims are processed in accordance with SCG's separate Warranty Policy.

12. CUSTOMER SPECIFICATIONS

The Customer is responsible for the accuracy of all information, drawings, and specifications supplied and indemnifies SCG against any resulting claims or losses.

13. INTELLECTUAL PROPERTY

All patents, designs, trademarks, copyright, and other intellectual property rights relating to the goods (other than information supplied by the Customer) vest exclusively in SCG. SCG grants the Customer a limited irrevocable licence to use and resell the goods only.

14. EXPORTS

For export sales, proof of export (SAD500) must be supplied within 30 days of invoice, failing which VAT and duties will be charged.

15. DEFAULT

In the event of breach (including non-payment on due date for credit customers or failure to pay prior to delivery for COD customers), or if the Customer becomes insolvent, or otherwise breaches these Terms, SCG may immediately, without prejudice to any other rights:

- (a) suspend or cancel further supply;
- (b) demand immediate payment of all outstanding balances (whether due or not); and
- (c) repossess any goods in which title has not yet passed.

16. LEGAL COSTS

The Customer shall be liable for all legal costs incurred by SCG on an attorney-and-client scale, including collection commission.

17. CERTIFICATE OF BALANCE

A certificate signed by any director, manager, or authorised representative of SCG shall be prima facie proof of the Customer's indebtedness in any legal proceedings.

18. DOMICILIUM AND JURISDICTION

The Customer chooses the address in the credit application as its domicilium citandi et executandi and consents to the jurisdiction of the Magistrate's Court (or High Court at SCG's election).

19. LIMITATION OF LIABILITY AND INDEMNITY

- 19.1 SCG's total liability arising from any supply of goods shall not exceed the invoiced value of the goods in question.
- 19.2 SCG shall not be liable for any indirect, consequential, or special damages including loss of profit, production, business, or goodwill.
- 19.3 The Customer indemnifies SCG against all claims, losses, and liabilities arising from the Customer's misuse of the goods or breach of these Terms.

20. CESSION OF BOOK DEBTS (Applies only to customers with approved credit facilities)

- 20.1 As continuing covering security for the due payment of all amounts which are now or may in the future become owing by the Customer (and any Surety) to SCG, the Customer and each Surety hereby irrevocably cedes, assigns and transfers to SCG all their right, title and interest in and to all present and future book debts, claims, receivables and other amounts owing to them by any third parties.
- 20.2 SCG may, at its discretion and without prior notice, notify the Customer's debtors of this cession and collect any ceded debts directly if the Customer is in default under these Terms.
- 20.3 Until SCG notifies the Customer in writing that it intends to enforce this cession, the Customer may continue to collect its book debts in the ordinary course of business, provided all amounts owing to SCG are paid on due date.
- 20.4 The Customer and each Surety warrant that the ceded book debts are valid, enforceable and free from any prior cession, pledge or other security interest, except as previously disclosed in writing to SCG.
- 20.5 On request, the Customer and each Surety shall provide SCG with a schedule of debtors and such other information or documents as SCG may reasonably require to verify or enforce the ceded debts.

21. POPIA AND FICA

- 21.1 The Customer consents to SCG collecting, processing, storing, and sharing its personal information (and that of its directors, shareholders, and sureties) as required for credit assessment, account administration, debt collection, credit reporting, and compliance with applicable laws.
- 21.2 This consent includes SCG's right to conduct credit, identity, and background checks and to share information with credit bureaus and other third parties.
- 21.3 The Customer confirms that it has obtained all necessary consents from its directors, shareholders, and sureties for the processing of their personal information.
- 21.4 The Customer agrees to comply with all FICA requirements and to provide all requested documentation for customer due diligence, verification of identity, and ongoing monitoring.
- 21.5 SCG will process all personal information in accordance with the Protection of Personal Information Act (POPIA) and the Financial Intelligence Centre Act (FICA)

22. GENERAL

- 22.1 No waiver of rights by SCG.
- 22.2 If any provision is held invalid, the remainder shall continue in full force.
- 22.3 These Terms constitute the entire agreement between the parties.
- 22.4 These Terms are governed by the laws of the Republic of South Africa.

ACCEPTANCE OF TERMS AND CONDITIONS

By signing below, the Customer acknowledges and agrees that:

- (a) It has read, understood, and agrees to be bound by all the Terms and Conditions contained in this document;
- (b) The person signing this document is duly authorised to do so on behalf of the Customer and has the legal capacity to bind the Customer to these Terms.