

Standard Terms & Conditions of Sale

1) Customer Acknowledgement:

This contract of sale is between the entity named on the invoice (the “Customer”) and Taylor Marine South Africa Inc.

The Customer acknowledges agreement with these Terms and Conditions of Sale by the placement of an order to purchase product or services from Taylor Marine South Africa Inc., hereafter referred to as TMSA.

All goods are supplied on these terms and conditions only and no person in the employment or otherwise as an agent for TMSA has the authority to supply goods or services on any other terms and conditions or to vary these terms and conditions in any way whatsoever. Previous dealings shall not vary or negate these terms and conditions in any respect.

2) Return or Exchange Goods:

Special order items excluded, TMSA will gladly refund, or credit goods returned within a reasonable time (generally 7 days) provided goods are in original condition, original packaging, current version and not special order, hardware peripheral or clearance items. If the return is authorised by TMSA, a restocking fee of up to 10% may apply.

Due to copyright and licensing restrictions of certain software packages and digital charts where a security key or code has been supplied to unlock the application, TMSA cannot accept exchange or return.

Return or exchange of computer hardware and peripherals is sometimes not possible due to third party constraints on TMSA (unless faulty).

Note: Authorised Dealers and stockists need to obtain a Goods Return Authorisation (GRA) number before returning any goods.

3) Warranty Information:

Unless otherwise stated, all products sold by TMSA are covered by the manufacturers’ limited warranty that accompanies the product. TMSA makes no additional or independent warranty. TMSA does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective products.

Please Note: Due to restrictions placed on us by manufacturers, hardware that is defective on arrival can generally be exchanged if

we are notified within 7 days of invoice. Otherwise, the manufacturer’s warranty process must be followed.

4) Delivery / freight of Goods:

We place great importance on the fast and reliable delivery of our Customers orders, however, please note that delivery times are estimated only and TMSA shall not be held liable for delays.

If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of TMSA, the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by TMSA as a result thereof. TMSA, at its discretion may charge a restocking fee of up to 10% of the purchase price.

Unless otherwise stated prices are quoted as ex TMSA store / warehouse. All freight and insurance is for the Customer’s account.

The goods shall be at the Customers risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to TMSA of any defect within five (5) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

5) Title of Goods:

The goods shall remain the sole and absolute property of TMSA as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid the full price. The Customer shall be liable to TMSA in respect of any loss or damage to goods during bailment.

6) Force Majeure

- a) Neither party will be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) if such delay is due to Force Majeure including delays to deliver goods due to delayed freight, strike action or forces beyond our control.
- b) If a delay of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party’s obligations will be suspended.

7) Payment:

Standard terms of payment are C.O.D or advance payment unless an approved credit facility is in place. TMSA reserves the right to refuse or withdraw credit facilities. The price shall be paid by the

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Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such off-set or counterclaim on account of any delay on the part of TMSA in delivering any part of the goods) on or before the payment date.

In addition to any other rights or remedies of TMSA in the event of the Customers default hereunder, TMSA shall be entitled to:

- a) To charge and recover costs incurred for the collection of the payment (such as but not limited to collection agency fees and legal costs), cheque dishonour fees, interest at the current bank overdraft rate plus two percent per annum from the due date for payment until payment in full.
- b) To immediately and without notice take possession of the goods and for such purpose the Customer irrevocably licenses TMSA, its employees, contractors, servants or agents to enter upon the premises and/or vessel at which the goods are located to so retake possession and resell the goods after seven (7) days written notice to the Customer and thereafter recover from the Customer any amount by which the resale price is less than the price agreed to be paid by the Customer, together with all costs and expenses suffered or incurred by TMSA as a result of the Customer's default.
- c) At the sole discretion of TMSA charge a restocking fee of 10% of the purchase price.

8) Errors and Omissions:

At TMSA we work hard to offer you the most competitive pricing and accurate product information. Because of the dynamics and nature of this industry (e.g., vendor price changes and variables beyond our control), prices, promotions, versions, and availability advertised are subject to change without prior notice. Please be assured of our every effort to ensure the accuracy; however, the documents and graphics published may contain technical inaccuracies or typographical errors. TMSA makes no representation about the suitability of this information, it is provided "as is" without warranty of any kind. If an error is made or a product is listed at an incorrect price, TMSA shall maintain the right to refuse or cancel any orders placed.

9) Deposit:

For high value orders, complete vessel packages or non-stock items, TMSA may request a deposit upon acceptance of Customers order.

10) Exchange Rates:

Where goods are to be imported to fill a customer order, the customer may choose to take forward cover. TMSA covers all imports under our general forward cover policy, this may be applied to specific orders.

11) Limitation of Liability:

TMSA shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages. The maximum liability for all damages, if any arising out of any such action shall be limited to an amount not to exceed the purchase price of the product.

Subject to any applicable Legislation and Warranty, TMSA's liability for any such breach shall be limited, at its sole discretion, to any of the following:

- a) Replacement of goods or any part thereof
- b) Supply of equivalent goods or any part thereof
- c) Repair of the goods or any part thereof
- d) Payment of the cost of replacing the goods or acquiring equivalent goods or part thereof
- e) The payment of the cost of having the goods or any part thereof repaired
- f) Refund of the goods upon return

12) All Sales Made in Western Cape, South Africa

All sales shall be deemed made in Cape Town, South Africa regardless of the location of the Customer. The Customer agrees that any dispute with TMSA shall be brought by the Customer exclusively in the Cape Town jurisdiction.

13) General

TMSA warrants that it has good title of the products that it sells.

In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale and the remaining terms shall continue in full force and effect.

Terms and Conditions are to be read in association with Taylor Marine South Africa (Pty) Ltd - Limited Warranty Policy.

Contact Details

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