

Peikko South Africa (PTY) Ltd:

General Terms and Conditions of Sale



1. Applicability

These general terms and conditions of sale (**General Terms and Conditions**) shall be applied to sale of Products to Customer. **Peikko** means Peikko South Africa (Pty) Ltd, a South African Company (Company Reg. No. 2018/441423/07). **Customer** means a company or person that purchases Products from Peikko for business purposes only. **Products** means products sold or offered by Peikko to the Customer. **Quotation** means quotation provided by Peikko to the Customer detailing the price for the order and delivery timescales. **Agreement** means an agreement between Peikko and the Customer for the sale of the Products. These General Terms and Conditions are an integral part of the Agreement. These General Terms and Conditions shall be applied to all Agreements between Peikko and the Customer (**Parties**) including all future Agreements even if the Parties will not expressly agree on application of these General Terms and Conditions. These General Terms and Conditions and Quotation shall take precedence over any other previous agreements, promises, assurances, warranties, representations and understandings, where written or verbal between the Parties, unless otherwise agreed by the Parties in writing.

2. Delivery term

Unless expressly otherwise agreed, the Products will be delivered FCA Peikko's warehouse (as per incoterms 2020 or its subsequent version)

3. Prices and payment terms

Unless expressly otherwise agreed by the Parties, the agreed price shall be net price exclusive of VAT i.e. it does not contain packaging, transport, insurance, or other similar costs, nor VAT that will be added to the price of the delivery.

Unless otherwise agreed, The Customer shall pay the total purchase price within 14 days from the date of the invoice.

4. Retention of title

Title to the Products shall remain with Peikko until the purchase price has been fully paid.

If the Customer fails to pay full purchase price within 30 days, Peikko may enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

5. Anticipated breach

In the event there is a justified reason to doubt the Customer's liquidity, due to the fact that has arisen after conclusion of the sales Agreement, Peikko may cease performance of its obligations, for example by preventing delivery of the Products to the Customer or by preventing installation or other use of already delivered Products, until the purchase price has been fully paid or the Customer has placed a security acceptable to Peikko.

6. Inspection of the Products

The Customer can inspect the Products post manufacture and prior to delivery to site.

Within the same time the Customer can familiarize itself with the Product delivery schedule as well as with available Product information as per Peikko products, drawings and specifications. The Customer shall make a written complaint concerning defective Products. Otherwise, the Products' deliveries are deemed to be accepted by the Customer. Before installing, connecting or otherwise using the Products, the Customer shall once more carry out duly inspection of the Products.

7. Liability of Peikko for delayed deliveries

Peikko will not be liable for any loss, damage, loss of profit or expense whether direct, indirect or consequential and which may be suffered by the Customer by reason of late delivery of the Products from whatsoever cause such late delivery may arise and any claim made by a Customer arising from or as a result of late delivery shall be subject to the provisions of Clause 9 below.

8. Liability of Peikko for non-conformity of the Products

Should the delivered Product be non-conforming (and provided that the Customer has given a notice of the lack of conformity in compliance with Clause 6), Peikko may at its option and with its own cost either repair the non-conforming Products, replace the Products with conforming Products or reimburse to the Customer the price paid for the non-conforming Products. Peikko's liability for non-conforming Products, including liability for delay due to non-conformity of Products, shall be subject to Clauses 7 and 9.

9. Limitation of liability

Peikko's liability for delay delivery shall be limited to Clause 7.

Peikko shall under no circumstances whatsoever be liable to the Customer, whether in contract or in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement. Peikko's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement shall in no circumstances exceed the purchase price of the Product(s).

Nothing in these General Terms and Conditions shall limit or exclude Peikko's liability for; death, personal injury caused by its negligence, or negligence of employees, agents or subcontractors, fraud or fraudulent misrepresentation.

10. Force Majeure

A Party is not liable for damage or delay in so far as the damage or delay was due to impediment beyond its control, and provided that (i) it could not reasonably be expected to have taken into account the impediment at the time of the conclusion of the Agreement; and (ii) it could not reasonably have avoided or overcome its effects.

Such impediment can be, for example: (i) strike, lockout, boycott or other action of workforce also when a Party is itself an object or party thereof; (ii) war (whether declared or not), civil war or any other armed conflict, acts of terrorism or serious threats of terrorist attacks; (iii) acts of governments or any other acts of authority whether lawful or unlawful, blockade, siege or sanctions; (iv) fire or discontinuance of energy production, delivery of water, electricity or heating; (v) exceptional weather conditions or natural disasters such as but not limited to storm, cyclone, hurricane, earthquake, landslide, flood, drought, plagues, etc.; (vi) partial or total damage of machinery or plant; (vii) lack of components, parts, raw materials or fuel; (viii) discontinuance of common transport; or (ix) any event of a similar nature.

Subcontractor's delays shall be deemed to constitute an acceptable force majeure situation should the subcontractor delay be due to circumstances described in this clause.

A Party shall inform the other Party of the event of force majeure as well as of the termination of the force majeure, as soon as reasonably possible.

In the event that force majeure continues longer than three months, both Parties have a right to terminate the Agreement with immediate effect, and without liability.

11. Applicable law, dispute settlement

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and constructed in accordance with the law of South Africa.

Each Party irrevocably agrees that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. This clause is for the benefit of Peikko only. As a result, Peikko shall not be prevented for taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, Peikko may take concurrent proceedings in any number of jurisdictions.



Revisions:

Version	Published and effective since:	
1.0	October 2020	
1.1	2023-04-25	Clause 10; Covid-19 clause deleted.