



MOTOR PROTECTION & CONTROL TECHNOLOGY

Terms and conditions

Accounts:

NewElec will consider credit facilities subject to the successful approval of a completed credit application form, available on request. If no account facility exists, any transaction will be carried out strictly on a C.O.D. basis.

Delivery Costs:

NewElec product prices are ex factory only. All transportation costs are for the account of the purchaser. Any past or future relaxation by NewElec in this regard is not to be deemed as perpetual.

Delivery Shortages:

NewElec will not entertain any claims for short deliveries unless such claims are made within 5 days from the delivery of the goods.

Delivery Time:

Unless specifically advised to the contrary in writing, NewElec will endeavour to have available for collection and/or forward delivery by courier, the goods ordered within a maximum period of three weeks from date of official written order.

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Guarantee:

All NewElec products are guaranteed for a period of 1 year from date of purchase. In the case of microprocessor-designed products, this guarantee is extended for a further two years from date of purchase. Any product failure which is not attributable to product abuse will be repaired at no charge by NewElec should this happen under the guarantee period. The guarantee will be deemed null and void if:-

- An unauthorised person or company has previously attempted to repair the product
- There is physical evidence of tampering with the product
- The product has been exposed to heat radiation in excess of 70 degrees centigrade
- NewElec will not entertain any claims whatsoever for consequential damage to any machinery or equipment as a result of the failure of one of its products.

Interest on Overdue Accounts:

The purchaser agrees to pay interest at 7% per annum above current prime rate for any account that is more than 60 days overdue for payment. The additional charge will be calculated on reaching the 61st day on the NewElec outstanding accounts age analysis.

Non-Payment of Account:

The purchaser accepts to pay for all legal costs incurred by NewElec in pursuance of debt recovery or tracing agency and further accepts that any legal action in pursuance thereof or court proceedings for such action will take place in the city of Pretoria. As such the debtor or his attorneys agree to appear in the Pretoria regional courts to defend any such action should they arise. For legal purposes the contract to purchase and sell always takes place in Pretoria.

Order Placement:

Although orders will be accepted on the telephone, all orders must be confirmed in writing within 10 days of order placement. If such confirmation is not received, NewElec reserves the right to cancel such orders and/or supply the ordered goods at its discretion and interpretation of client product requirements.

Ownership of Goods:

All products sold by NewElec remain the property of NewElec until such products have been paid for in full.

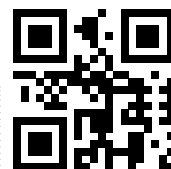
Prices and Trade Discounts:

It is the responsibility of the purchaser to check and validate both current product prices and trade discount prior to placing an order. NewElec reserves the right to alter both its product prices and trade discount without prior notice. All prices are quoted without VAT and ex factory only.

Product Service Costs:

On expiry of the guarantee, all NewElec products may be serviced and/or repaired at a fixed cost of 25% of the current valid price list for a similar new product. Such service or repair will include a new 1-year guarantee calculated from the date of service. Such costs will be immaterial of nature of fault(s) or the age of the product.

**NEW
ELEEC**
MOTOR PROTECTION & CONTROL TECHNOLOGY



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Product Service Exchanges:

While under guarantee, and also in extreme circumstances, NewElec may at its discretion, make a service exchange unit available to its customer. Such a service will operate strictly on the following basis:

The customer will notify NewElec of the situation and report the suspect product's serial number.

The original purchaser or the end user will provide NewElec with an order number to process the transaction for a service exchange product. The service exchange unit will be invoiced out to the original purchaser or end user, as the case may be.

NewElec will attend to and repair the faulty unit as soon as it is received in its stores and return it to the order originator. Expect a two-week turnaround time.

The onus will now be on the order originator to return service exchange product to NewElec for a full credit.

No credit will be passed after 3 months! Calculated from the date of return to the order originator of the repaired unit.

Returns for Credit:

Provided a product has not been used, is un-damaged, still in its original packing and not older than 3 months from purchase date, NewElec will generally be prepared to accept goods for credit. A credit so passed will attract a 10% handling charge. No credit will be passed on especially built products that do not conform to our standard product lines.

Settlement Discount:

Any settlement discount offered is strictly for receipt of payment at NewElec's registered offices within 30 days from date of statement. Post-dated cheques are not accepted. Any delays by postal authorities as a result of whatever cause or nature will be the responsibility of the debtor. NewElec will recover any settlement discount taken when it is not due.

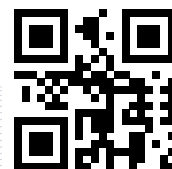
Supply of Goods on Credit:

Continuity of the supply of goods on credit will be subject to remaining available credit facilities as well as account status.

Validity of Quotations:

Unless specifically advised in writing to the contrary, all quotations emanating from NewElec, be they written or verbal, will have a validity of no more than 30 days.

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