46 Mercury Street Naledi Industrial Park Vaalpark Tel: +27 (0) 16 100 4592 www.kvcontrols.co.za

KV Controls (PTY) Ltd. Reg No: 2016/378940/07

KVC STANDARD TERMS & CONDITIONS

1. PRICES

- a) Prices quoted are nett.
- b) Excludes installation and erection costs.
- c) Prices quoted exclude VAT unless otherwise stated and will be charged at rate ruling at date of invoice.
- d) Prices are applicable for the total quantity of valves required. Any reduction in quantity could result in a re-quote.

2. VALIDITY

Price is valid for thirty days from date of quote.

5. <u>CANCELLATION</u>

- KV Controls (Pty) Ltd is entitled to convey any cancellation costs to the purchaser..
- Once an import order for non-stocked items is confirmed, a cancellation fee will be applied based on the progress of the order completion.

6. <u>LEAD TIMES</u>

We will endeavour to reduce or maintain quoted deliveries, however shall not be liable for any delay in delivery or contract if caused directly or indirectly, by acts of God, war, force of arms, fire, the elements, riot, and/or any other force majeure.

Lead times are given with the assumption that suppliers and the global supply chain will function as expected. The validity of these lead times is established at the time of quoting. However, they are subject to change based on production capacity and stock availability at the time of order placement. Additionally, lead times may be affected by factory holiday breaks and shutdown periods.

In the event of delays the client will be promptly informed and will be updated regularly.

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7. GUARANTEE

All products manufactured are guaranteed against defects of material workmanship for period of 12 months after commissioning or 18 months after delivery. The guarantee is limited to replacement, without charge of parts to be defective in material and workmanship and does not extend to claim for labour expenses and other loss or damage occasioned by such defect, inclusive a secondary damages. This guarantee does not cover for normal wear, negligent use, tampering, incorrect application, improper handling, incorrect operation or storage.

9. <u>DELIVERY</u>

We offer delivery in some areas. If delivery address is outside of our delivery area, an additional cost for delivery can be requested or the quote accepted as ex-works, KV Controls, Sasolburg, South Africa.

10. PARTS AND REPAIR FACILITY

Spares are held at the manufacturer's works

12. <u>CUSTOMS / EXCISE / DUTIES</u>

These are based on the latest GATT ruling, should there however be any changes to these regulations, cost variations will be for the account of the PURCHASER.

13. RATE OF EXCHANGE

Prices quoted will be subject to rate of exchange variation, unless otherwise quoted. The rate will be based on daily rates provided by the bank or a projected forward rate

The rate quoted are based on the exchange rate indicated on the quotation, however price firm for 30 days is valid provided that the exchange does not vary with more than 5%.

14. TERMS OF PAYMENT

Nett 30 days from date of month end statement for account holders only and subject to credit approval. Payment terms will be subject to negotiation for higher order values. All other orders will be cash in advance, unless otherwise arranged.

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