

SALES QUOTATION AND AGREEMENT

1 CUSTOMER INFORMATION

Full Name of Legal Entity / Individual:			
Registration Number / ID Number / Passport Number:			
Physical Address:			
Postal Address:			
Telephone Number:		Fax Number:	
VAT Registration Number:		Director Responsible:	
Purchase Order:		Other Directors:	

2 PRIMARY CONTACT / ACCOUNT QUERIES

Full Name:			
ID Number:		Position:	
Telephone Number:		Cell Number:	
Email:		Fax Number:	

3 GOODS

#	Part Number	Description	Quantity	Unit Price	Total Price (Currency)
1.					
2.					
3.					
4.					
Nett Goods Value					0
Discount					
Freight and Insurance					
+14% VAT					
TOTAL					0

4 QUOTATION DETAILS

Quotation Issued on (date):		Quotation No:	
Quotation deadline:	To become a binding agreement this quotation must be accepted on or before 13h00 on the 14 February 2014.		
Task Number:		Delivery Date:	
Delivery method (incoterm):		Courier Name:	
Address for delivery:		Warranty Period:	
Payment Terms:	100% On Order	Source:	
Your reference:		Our reference:	

Please note that this quotation is subject to our Terms and Conditions found below.

5 TERMS AND CONDITIONS FOR THE SALE OF GOODS

5.1 TERMS AND CONDITIONS

1. The Parties

- 1.1. This quotation is provided by Narich (Pty) Ltd (“we” “our or “us” to you the customer indicated within this quotation (“you”) for the sale of goods set out in this quotation (the “goods”) subject to these terms and conditions (together the quotation and the terms and conditions constitute the “Agreement”).
- 1.2. Our details are
 - 1.2.1. Registration No.: 2012/009858/07
 - 1.2.2. Directors: LR Majewski, NM Majewski
 - 1.2.3. Postal address: PO Box 203, Milnerton, 7435, South Africa
 - 1.2.4. Physical address: 21 Clare Street, Gardens, Cape Town, 8001
 - 1.2.5. Tel: +27 (0) 21 462 2499
 - 1.2.6. Fax (SA only): 086 527 8714
 - 1.2.7. Email: accounts@narich.co.za
 - 1.2.8. Website: <http://www.narich.co.za>

2. Quotation Acceptance Period

- 2.1. This Agreement becomes binding on you on the date it is signed by you and returned to us, provided that:
 - 2.1.1. You sign and return the quotation to us before the quotation deadline indicated above or, if no deadline is indicated, within 30 days of the date the quotation was issued, and
 - 2.1.2. You have not varied anything in the Agreement. If you have varied the Agreement then that constitutes an offer by you and we can, at our discretion, either accept or decline this offer.
 - 2.1.3. Once this Agreement has been signed by you and sent to us it cannot be cancelled by you unless we have breached these Terms and Conditions.

3. Payment Terms

- 3.1. The price payable for the goods is due in the manner described in “payment terms” above. If no payment term or deadline is indicated then full payment is due on the date you sign this Agreement. We will not proceed with the sale until you have paid the required amount set out in the “payment terms” field.
- 3.2. We will not be responsible for any delays in the delivery of goods if you fail to pay the full amount or if you fail to pay on the date payment is due. If you fail to pay the full amount or fail to pay on the due date we can, at our discretion, elect to either continue with the order, subject to any changes to the goods or the purchase price which is directly attributable to your failure to pay either the full amount or your failure to pay on the payment date.
- 3.3. If you have an account with us which is not fully paid then we are entitled to delay sending you your goods until such time as the account has been settled.
- 3.4. We provide our invoices/statements electronically and you agree to receive them electronically.
- 3.5. All invoices will be irrevocably deemed to be correct unless you dispute their accuracy within thirty (30) Business Days of receiving the applicable invoice.
- 3.6. We will be entitled to assume that payment has not been made by you until such time as our bank has confirmed that the funds are in our bank account.
- 3.7. You will be liable for the payment of VAT (if applicable) on any amount due by you.
- 3.8. Any discount reflected on the quotation will be forfeited if our invoice is not paid on the payment date. Late payments do not qualify for discounts and overdue amounts will attract interest at the rate of 1.5% per month.

3.9. The purchase price is in the currency as set out in the quotation. We can agree to accept payment of the purchase price in another currency provided that the purchase price shall be based on our (NARICH (Pty) Ltd) current negotiated exchange rate with our bank. Narich reserves the right to update any invoice if there is more than a 2.5% fluctuation in pricing.

4. Risk, Insurance and Ownership

- 4.1. Risk relating to any damage suffered by the goods passes to you on delivery unless an alternative agreement has been indicated in the quotation.
- 4.2. Ownership in the goods will only transfer once all amounts due to us have been paid in full.
- 4.3. The obligation to insure the goods will depend on the incoterm that is set out in the quotation.

5. Delivery

- 5.1. All goods are delivered in terms of the incoterm set out in terms of the quotation.
- 5.2. If the incoterm is not mentioned in the quotation then delivery within South Africa will be made as per the international convention Incoterm 2011 as DAP (Delivered At Place). Goods for delivery outside of South Africa are collected as per the international convention Incoterm 2011 as EXW (Ex Works) from principal.
- 5.3. While we undertake to deliver the goods as soon as is reasonably possible, we will not be liable for any loss or damage whatsoever which you may suffer arising from the late delivery or non-delivery of goods for any reason.
- 5.4. Courier Charges of R250.00 will be levied for orders of less than R2 000.00 (excl VAT) where you elect to have the delivery terms changed from EXW (Ex Works) to DAP (Delivered At Place).

6. Installation, Servicing Goods, Accessories and Training

6.1. This quotation is for the sale of the goods only. If you would like us to:

- 6.1.1. service the goods, or
- 6.1.2. provide training for the goods, or
- 6.1.3. assist you with installing the goods, or
- 6.1.4. provide you with accessories,

then please ask for a quotation for this.

7. Technical Requirements

7.1. While we use our best efforts to provide the appropriate goods for your needs, we make no representation that the goods you choose are fit for purpose or appropriate for your business (only you can make that decision).

8. Warranties

- 8.1. Save as specifically set out in this Agreement, we do not make any representations and warranties and/or guarantees of whatever nature, whether express, implied in law, or residual, in respect of the goods.
- 8.2. Unless otherwise indicated in the quotation our goods are guaranteed to perform substantially as set out in the instruction booklet and against defects in material and workmanship for a period of 12 (twelve) months from date of delivery, subject to the conditions indicated below.
- 8.3. Our liability for faulty goods does not extend to deterioration caused by wear and tear, or to damage due to faulty or careless handling, excessive strain, unsuitable environmental conditions, improper use or any other conditions whatsoever, which is beyond our control.
- 8.4. The warranty becomes null and void if alterations or repairs are carried out by the Purchaser or by third parties without our prior consent.
- 8.5. Our liability is confined to our goods or parts and does not cover damages caused to plant machinery or other equipment or for any consequential loss or damage whatsoever.
- 8.6. We will not be liable for any claims for shortages or breakages where you has accepted the receipt of goods and did not raise a dispute within 7 (seven) calendar days of the delivery of the goods.
- 8.7. If you are provided with an extended from our suppliers, these will be honoured by us in South Africa only and are limited to repair labour and parts costs only. Freight costs for both the goods and any parts imported will be for the

your account. Should parts be found to have been damaged due to misuse/ negligence such parts and associated repair costs would be chargeable and treated as a standard repair.

9. Intellectual Property

9.1. You agree that no unauthorised use of our intellectual property - which includes our name, designs, trademarks, copyrighted works, moral rights or patents - is permitted unless we provide written permission to you.

10. Confidentiality and Privacy

10.1. The contents of this quotation and any dispute relating to the goods are considered to be "confidential information". The parties warrant that they will not disclose the Confidential Information to any unauthorised third party and will use their utmost efforts and diligence to guard and protect the confidential information.

10.2. In the event that any Confidential Information is disclosed, whether intentionally, negligently or otherwise, the party who becomes aware of this disclosure will inform the other party in writing as soon as possible.

11. Indemnity

11.1. You indemnify us from any claims made by your clients/customers against us in relation to the goods.

12. Limitation of Liability

12.1. In the event that we are found to be liable for any damages suffered by you such liability will not exceed the amount paid by you to us for the goods.

13. Disclaimer

13.1. Unless covered by the Warranties, we will not be liable for any damage whatsoever related to the use of the goods, irrespective of the manner in which it is caused. This includes, but is not limited to, the exclusion of incidental or consequential damages, the loss of privacy and a failure to meet a duty, even if we were advised of the possibility of such damage.

14. Force Majeure

14.1. A party shall not be liable for a failure to perform any of its obligations in terms of this agreement insofar as it is able to prove that such failure was due to a factor outside of the party's reasonable control ("Force Majeure").

14.2. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives notice of the impediment relied upon and shall terminate on the date upon which such impediment ceases to exist.

15. Legal Costs

15.1. In the event that either party breaches this Agreement, the party that did not breach the agreement will be liable for any legal, professional and/or other costs and/or disbursements (including the costs of any letter of demand, tracing agents fees and collection commissions), that are incurred due to this breach on the scale as between attorney and own client.

16. Breach

16.1. If a party breaches this Agreement ("the Defaulting Party") then the other party ("the Aggrieved Party") shall provide the Defaulting Party with written notice of the said breach, which notice may be provided electronically. If the breach is not rectified within 5 (five) days of receipt of written notice of the said breach then the Aggrieved Party will be entitled to initiate the dispute procedure as set out in clause 20 in order to resolve the dispute.

17. Entire Agreement and Variation

17.1. This Agreement constitutes the entire Agreement between us and you and supersedes any express or implied oral representation or any advertising by either party.

17.2. No variation of these Terms and Conditions within the Agreement is valid unless reduced to writing and agreed to by the Customer and a Director of Narich.

18. Waiver and Failure to Enforce Rights

18.1. No extension of time or indulgence granted by either party will be deemed in any way to affect, prejudice or derogate from the rights of the other in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

19. Governing Law

19.1. This Agreement shall be construed and governed in accordance with the laws of the Republic of South Africa.

20. Disputes

20.1. If any dispute arises between the parties in connection with this Agreement or its subject matter, and which cannot be resolved amicably by the parties after a discussion between the respective Managing Directors of the parties, then the parties and their legal representatives will promptly meet to consider whether there is still a possibility of resolution by mediation or conciliation.

20.2. Save in respect of those provisions of the Agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises in regard to

20.2.1. the interpretation of;

20.2.2. the carrying into effect of;

20.2.3. any of the parties' rights and obligations arising from;

20.2.4. the termination or purported termination of or arising from the termination of; and/or

20.2.5. the rectification or proposed rectification of this Agreement, or out of or pursuant to this Agreement or on any matter which in terms of this Agreement requires agreement by the parties, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction),

shall be submitted to and decided by arbitration.

20.3. That arbitration shall be held with only the parties and their representatives present thereat in Cape Town, Republic of South Africa, and the arbitration proceedings shall be conducted in the English language.

20.4. It is the intention that the arbitration shall, where possible, be held in a summary manner and concluded in 21 (twenty one) Business Days after it has been demanded. The parties shall use their best endeavours to procure the expeditious completion of the arbitration and it shall not be necessary to observe the usual formalities of procedure (eg. there shall not be any pleadings or discovery) or the strict rules of evidence

20.5. Save as expressly provided in this Agreement to the contrary, the arbitration shall be subject to the arbitration legislation for the time being in force in South Africa.

20.6. The arbitrator shall be an impartial practising advocate of not less than 5 (five) years standing appointed by the parties or, failing agreement by the Parties within 14 (fourteen) days after the arbitration has been demanded, at the request of either of the Parties the arbitrator shall be nominated by the President for the time being of the Cape Town Bar Council. If that person fails or refuses to make the nomination, either party may approach the High Court of South Africa (Western Cape Division) to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

20.7. The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.

20.8. The arbitrator shall be obliged to give his award in writing fully supported by reasons and his award will be final and not subject to an appeal

20.9. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

20.10. The arbitrator shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

21. General

21.1. The parties undertake to ensure that all necessary resolutions are passed and all documents are signed as is necessary to give proper and due effect to the terms of this Agreement, or any matter arising therefrom, according to its intent and purpose.

21.2. The expiration or termination of this Agreement shall not affect such of the provision of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 21.3. If any provision of this Agreement is unenforceable or invalid under law, the remaining substance of such provision and remaining provisions of this Agreement shall continue to be binding and in full force and effect provided the essential economic benefits of this Agreement are retained.
- 21.4. Either party may vary its *domicilium citandi et executandi* by providing written notice to the other, which may be provided electronically.
- 21.5. You agree that we can may indicate in our marketing material that we provided the goods to you.
- 21.6. In the event of any conflict between these Terms and Conditions and the quotation in the first part of this Agreement, the quotation portion of the agreement will prevail.
- 21.7. You agree that we can request a credit report from a registered credit bureau about you and further that we can report the payment behaviour to a registered credit bureau.

6 SIGNATURE			
Name of (duly authorised) signatory			
Signature			
Date Signed		Place Signed	

PLEASE DO NOT SIGN THIS FORM IF YOU CANNOT REPRESENT THE LEGAL ENTITY ABOVE OR YOU DO NOT AGREE TO THE NARICH TERMS AND CONDITIONS.

NB: Please email this form as a scanned attachment to accounts@narich.co.za.

ADDENDUM A

ONLINE PURCHASE AGREEMENT

Narich (Pty) Ltd is a business that provides solutions using light and spectral data; a non-destructive spectral analysis to identify or quantify properties of multiple objects of matter. Narich sells scientific instruments, accessories and service thereof as well as training.

1. Delivery policy

Subject to availability and receipt of payment, requests will be processed within **3** days and delivery confirmed by way of email or sms.

2. Return and Refunds policy

The provision of goods and services by Narich (Pty) Ltd is subject to availability. In cases of unavailability, Narich (Pty) Ltd will refund the client in full within 30 days. Cancellation of orders by the client will attract a 5 % administration fee.

3. Customer Privacy policy

Narich (Pty) Ltd shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

The PAIA may be downloaded from:

http://www.polity.org.za/attachment.php?aa_id=3569.

4. Payment options accepted

Payment may be made via Visa, MasterCard, or by bank transfer into the Narich (Pty) Ltd bank account, the details of which will be provided on request.

5. Card acquiring and security

Card transactions will be acquired for Narich (Pty) Ltd via Pay Gate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. Pay Gate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card

details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

6. Customer details separate from card details

Customer details will be stored by Narich (Pty) Ltd separately from card details which are entered by the client on Pay Gate's secure site. For more detail on Pay Gate refer to www.paygate.co.za.

7. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

8. Responsibility

Narich (Pty) Ltd takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

9. Country of domicile this website is governed by the laws of South Africa and Narich (Pty) Ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature as 21 Clare Street, Gardens, Cape Town 8001.

10. Variation

Narich (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

11. Company information

This website is run by Private Company based in South Africa trading as Narich (Pty) Ltd and with registration number 2012/009858/07.

12. Narich (Pty) Ltd contact details:

Company Physical Address: 21 Clare Street, Gardens, Cape Town 8001

Email: online@narich.co.za

Telephone: 0860 949 903