Safe-T-Punch™

PLR DISTRIBUTION (PTY) Ltd

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TERMS AND CONDITIONS OF SALE

1. APPLICATION

(a) These terms and conditions shall apply to any contract for the sale of any goods and/or installation thereof by PLR Distribution Proprietary Limited ("the Company") whether that contract arises out of:

(i) any offer made by the Company and accepted by you, the purchaser; or

(ii) any offer made by the purchaser and accepted by the Company, including any such offer made by the purchaser in response to a quotation received by the purchaser from the Company.

(b) No alteration or variation of these terms and conditions shall apply, unless expressly agreed to in writing and signed by an authorised representative of the Company.

2. PRICE AND PAYMENT

(a) Unless otherwise specified all prices shall be stipulated by the Company in its invoice and shall exclude all costs and charges associated with delivery of the goods to the place of destination referred to in the purchase order and excludes, without limitation, transport charges and insurance charges. VAT shall be included where applicable.

(b) Unless otherwise agreed to in writing by the Company, delivery of the goods by the Company to the purchaser is Ex-Works. "Ex Works" shall bear the definition contained in Incoterms 2010 (or any amendment to or revision thereof) and such definition shall be deemed to be incorporated in these terms and conditions. Goods will be considered delivered once the purchaser, its courier or agent collects the goods from the Company.

(c) Unless otherwise specified, the purchaser shall make payment to the Company cash on delivery without any deductions.

(d) Payment shall be made into a bank account in the Republic of South Africa determined by the Company in its sole and absolute discretion.

(e) Late payments shall attract interest at Prime Rate being the public quoted basic rates of interest (percent, per annum, compounded monthly in arrear and calculated on a 365 day year (irrespective of whether or not the year is a leap year)) from time to time published by First National Bank (or its successor in title) as being its prime overdraft rate as certified by any manager of such bank whose appointment and designation need not be proved.

3. DELIVERY

(a) Delivery of the goods shall be considered, unless otherwise agreed to in writing, to have been made EX-Works.

(b) After completion of delivery of the goods Ex-Works, the Company shall not bear any responsibility for the arrival of the goods at their destination or for any loss or damage to the goods from any cause whatsoever while in transit.

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Directors: I le Roux, P le Roux. H van Spaendonck

(c) Should the Company at the purchaser's request agree to engage a carrier to transport the goods for the purchaser then (A) the Company is authorised to engage a carrier on such terms and conditions of contract as the Company in its sole and absolute discretion chooses; (B) the purchaser shall indemnify the Company against all demands and claims which may be made against the Company by the carrier so engaged; and (C) the purchaser shall indemnify the Company from all liability which the Company may have to the carrier arising out of the transportation of the goods.

(d) Notwithstanding any other provision in these terms and conditions to the contrary the Company's obligation to deliver the goods shall in all cases be subject to the following conditions - (A) the availability to the Company of any materials and supplies required for the manufacture of the goods. (B) the timeous receipt by the Company from the purchaser of any instructions (including, without limiting the generality hereof, all drawings and specifications) required by the Company in its sole and absolute discretion, from the purchaser for the manufacture of the goods.

(e) Time shall not be the essence for the delivery or installation of the goods.

(f) If the purchaser fails to take delivery of the goods on the agreed due date for delivery then:

i. the risk shall immediately, on the agreed due date for delivery, pass from the Company to the purchaser;

ii. the purchaser shall pay to the Company on demand all costs incurred by the Company (including, without limiting the generality thereof, storage and insurance) in keeping the goods during the period of that delay.

4. RISK

Unless agreed to the contrary in writing all risk in the goods shall pass to the purchaser Ex-Works.

5. OWNERSHIP

Notwithstanding the delivery of any goods to the purchaser ownership shall not pass until the Company has received full payment of the consideration payable by the purchaser for the goods.

6. DISCLAIMER OF LIABILITY

(a) The Company shall be exempted from and shall not be liable under any circumstances whatever for:

i. any direct or consequential damages of any nature or any loss of profit or special damages of any nature, and whether in the contemplation of the parties or not, which the purchaser may suffer as a result of any breach by the Company of its obligations to the purchaser;

ii. any negligence on the part of the Company or that of its servants or agents in carrying out any of its obligations pertaining to the sale or the installation of the goods;

iii. any claim against for any alleged shortage in delivery or failure of the goods to comply with the contract, unless written notice thereof is received within 3 (three) days of the purchaser becoming aware thereof.

(b) Insofar as any of the Company's obligations arising out of the sale and/or installation of the goods are carried out by any of its servants, agents or sub-contractors, the provision of clause 6(a)i, clause 6(a)ii and clause 6(a)iii are stipulated for their benefit as well as the Company's and each of them shall be exempted accordingly.

(c) The purchaser shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under these terms and conditions or arising out of the sale and/or installation of the goods arising from force major, including but without limitation to any strike, lock-out, shortage of labour or materials, delays

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in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of the Company, riot, political or civil disturbances, the elements, any act of any State or Government or any other authority, or any other cause whatever beyond the Company's control.

(d) *Disclaimer of Warranties*. Except as expressly provided on the goods, in these terms and conditions or by applicable law, the Company disclaims all warranties, conditions, representations, indemnities and guarantees with respect to the goods, whether express or implied, arising by law, custom, prior oral or written statements or otherwise (including without limitation, any warranty of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement). To the extent that the Company cannot disclaim a warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

(e) If any of the goods supplied by the Company are proved to contain a manufacturing defect, the purchaser shall return those goods to the Company and, provided that the Company is satisfied, exercising its commercially reasonable discretion, that the defect of the goods is a manufacturing defect, the Company will replace the goods.

7. THE COMPANY'S PROPERTY AND CONFIDENTIALITY

All information, designs, drawings, data sheets, specifications, price sheets, customer details and information pertaining to the goods sold and/or installed by the Company, furnished by the Company to the purchaser are confidential and the sole and exclusive property of the Company or its licensors. The purchaser agrees to hold such information in strict confidence and agrees not to disclose to any third party any information save insofar as the purchaser may be expressly permitted by the Company in writing to do so.

8. INFRINGEMENT OF PATENTS, TRADEMARKS COPYRIGHTS OR PLANT BREEDERS' RIGHTS

(a) The Company or its licensor shall retain all rights, title and interest in and to its (the Company's or the Company's licensor's) intellectual property and nothing contained in this contract shall be construed as a transfer, licence to use, assignment or any other disposition of any intellectual property whether owned by the Company or its licensor. For the purposes hereof, "intellectual property" shall include, without limiting the generality thereof, all patents, trade marks, copyright and know-how.

(b) The purchaser shall not be permitted to use any of the Company's intellectual property without the prior written consent of the Company.

(c) If the purchaser learns of any infringement or threatened infringement of any item of the intellectual property rights or of any action detrimental to any item of the intellectual property right or of any third party allegation that the intellectual property right are subject to revocation, the purchaser shall inform the Company in writing, furnishing the Company with as much particularity as the purchaser can furnish the Company.

9. CANCELLATION & TERMINATION

The purchaser may not cancel any purchase order after delivery of a purchase order to the Company. Should it do so, the purchaser shall pay reasonable and proper cancellation charges which may include a reasonable and customary profit on products that would have been sold to the purchaser but for the cancellation.

10. NON-WAIVER

No varying, adding to, deleting from or cancelling this contract, and no waiver of any right under this contract, shall be effective unless reduced to writing and signed by or on behalf of the parties.

11. GOVERNING LAW AND JURISDICTION

(a) This contract shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

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(b) The purchaser consents to the jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria for any dispute between the parties arising as a result of or in connection with the sale or installation of the goods by the Company to the purchaser or the interpretation of thee terms and conditions shall.

12. SUSPENSION OF COMPANY'S OBLIGATIONS

If any amount owed by the customer to the Company from any cause whatever, whether under the contract or not, is not paid on due date then, without prejudice to any other right which it may have, the Company may;

(a) require that all amounts then owed to it by the customer, from any cause whatever (and whether under the contract or not) shall immediately become due and payable;

(b) retain in its possession any goods of the customer until all those amounts have been paid;

(c) until payment is made, suspend the carrying out of any of its then uncompleted obligations from any cause whatever and whether under the contract or not;

(d) terminate any credit facilities granted to the customer, whether under the contract or otherwise.

13. CANCELLATION

(a) The Company may cancel the contract or any uncompleted part of it if the purchaser:

i. commits a breach of any of the terms or conditions of the contract; or, being an individual dies or is provisionally or finally sequestrated or surrenders his estate; or, being a partnership is terminated; or, being a Company, is placed under a provisional or final order of liquidation or judicial management; or, compromises or attempts to compromise generally with any of the purchasers creditors;

i. the Company's rights in terms of (a) shall not be exhaustive and shall be in addition to its common law rights;

ii. no relaxation which the Company may have permitted on any one occasion in regard to the carrying out of the purchaser's obligations shall prejudice or be regarded as a waiver of the Company's rights to enforce those obligations on any subsequent occasion.

(b) Upon the termination of the contract for any reasons whatever:

i. all amounts then owed by the purchaser to the Company in terms of the contract shall become due and payable forthwith;

i. the Company may retake possession of any goods in respect of which ownership has not passed.

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