

**STANDARD TERMS AND CONDITIONS OF SALE AND DELIVERY OF SERVICES
OF
HD TRANSMISSIONS PTY LTD**

or any of its associated or subsidiary companies or divisions.

The sale of goods and delivery of services by HD TRANSMISSIONS PTY LTD to its customers is subject to the following terms and conditions and no other terms and conditions at variance with those contained herein shall be applicable or binding on HD TRANSMISSIONS PTY LTD unless agreed to in writing by HD TRANSMISSIONS PTY LTD.

1. THE ORDER

1.1 No order addressed by the Customer to HD TRANSMISSIONS PTY LTD shall result in a contract between HD TRANSMISSIONS PTY LTD and the customer until accepted by HD TRANSMISSIONS PTY LTD subject to the terms and conditions contained herein. Acceptance by the Customer of the goods and delivery of services by HD TRANSMISSIONS PTY LTD shall constitute acceptance of these terms and conditions of sale to the exclusion of all others.

1.2 Once accepted by HD TRANSMISSIONS PTY LTD, the Customer shall not be entitled for any reason whatsoever to cancel or vary any order without HD TRANSMISSIONS PTY LTD's prior written consent.

1.3 The terms and conditions herein contained shall bind HD TRANSMISSIONS PTY LTD and the Customer in all future contracts, agreements, tenders and quotations unless varied upon by both parties in writing.

1.4 All goods ordered are deemed to be special order goods, as contemplated in Section 1, read with Section 17 of the Consumer Protection Act, Act 68 of 2008, as the Customer hereby expressly requires HD TRANSMISSION PTY LTD to procure, create and/or alter goods, specifically to satisfy the Customer's requirements.

2. DELIVERY

2.1 Every endeavour will be made to effect delivery with due promptitude or within the period indicated by HD TRANSMISSIONS PTY LTD but HD TRANSMISSIONS PTY LTD does not accept any responsibility whatsoever for delays in delivery which are due to strikes, Labour disputes, accidents, weather, breakdown of machinery or any other causes of whatsoever nature. Any delay in delivery shall not entitle the Customer to cancel any order or to refuse acceptance of delivery at any time without HD TRANSMISSIONS PTY LTD's prior written consent.

2.2 Where HD TRANSMISSIONS PTY LTD undertakes to deliver goods to the Customer's premises, delivery and passing of risk shall be deemed to have taken place upon unloading of the goods at the destination thereof and the Customer is responsible for taking delivery and unloading.

2.3 In case of goods supplied F.O.R. HD TRANSMISSIONS PTY LTD's premises, all risk will be on the Customer in respect of such goods immediately upon delivery to the South African Transport Services or other transport contractors who shall be deemed to be the agents of the Customer for the purpose of acceptance of delivery.

2.4 No claim in respect of short deliveries will be entertained by HD TRANSMISSIONS PTY LTD unless HD TRANSMISSIONS PTY LTD is notified in writing of such short delivery on the document (Proof of Delivery) presented to the Customer with the goods for signature and return to HD TRANSMISSIONS PTY LTD.

3. PAYMENT

3.1 Unless otherwise agreed, payment in full without deductions or set-off in respect of goods sold and services rendered shall be due and payable within 30 (thirty) days of the date of invoice.

3.2 In the event that the Customer fails and/or refuses to settle the outstanding invoice within 30 (thirty) days from date of invoice, HD TRANSMISSIONS PTY LTD reserves the right to levy compound interest, calculated at 2% per month, on the outstanding monies due and owing to the latter.

3.3 HD TRANSMISSIONS PTY LTD reserves the right at any time to refuse delivery should HD TRANSMISSIONS PTY LTD not be able to obtain satisfactory guarantees for the due and prompt payment to it of all monies which may become due.

3.4 Upon failure to comply with the conditions of payment, HD TRANSMISSIONS PTY LTD reserves the right to suspend further deliveries and/or services or to require cash payment prior to delivery or rendering of services or to cancel the sale agreement.

3.5 A certificate under the hand of any manager of HD TRANSMISSIONS PTY LTD as to their existence and the amount of the debtor's indebtedness to HD TRANSMISSIONS PTY LTD at any time as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing related to the debtor's indebtedness to the Seller shall be prima facie evidence of the contents and correctness thereof and of the amount of the Customer's indebtedness for the purpose of provisional sentence or summary judgment or any other proceedings against the Customer in any competent court and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the Customer and shall be deemed to be sufficient particularly for the purpose of any action or other proceeding instituted by HD TRANSMISSIONS PTY LTD against the Customer.

3.6 No relaxation or indulgence granted to the Customer by HD TRANSMISSIONS PTY LTD at any time shall be deemed to be a waiver of any of HD TRANSMISSIONS PTY LTD's rights in terms thereof and such relaxation or indulgence shall not be deemed an abatement of any of the terms and conditions set out herein, or create any estoppels against HD TRANSMISSIONS PTY LTD.

3.7 In the event of HD TRANSMISSIONS PTY LTD instructing attorneys in regard to any breach by the Customer of these conditions of sale or to collect from the Customer any amount owing to HD TRANSMISSIONS PTY LTD, the Customer agrees to pay all costs on the scale as between attorney and own client, including collection commission and tracing agent's fees.

4. OWNERSHIP

4.1 Risk in the goods shall pass on delivery, but ownership of all goods sold remains vested in HD TRANSMISSIONS PTY LTD until all monies owing to it shall have been paid in full. All such goods whether affixed to immovable property or to other goods shall be deemed to remain movable property and severable without injury to such immovable property or other goods. HD TRANSMISSIONS PTY LTD reserves the right to inform the end user or the owner of the property in which any goods are installed of its claim to ownership.

5. THE CUSTOMER

5.1 Agrees and acknowledges that in the event of:

5.1.1 the Customer breaching any condition contained in these conditions;

5.1.2 the Customer failing to pay any amount due and payable on due date;

5.1.3 the Customer suffering any civil judgment to be taken or entered against it;

5.1.4 the Customer causing a notice of surrender of its estate to be published in terms of the Insolvency Act 24 of 1936 as amended;

5.1.5 the Customer dying;

5.1.6 the Customer being placed under an order of provisional or final winding up, or provisional or final judicial management, as the case may be then and in that event HD TRANSMISSIONS PTY LTD shall without detracting from any other remedies which may be available to it, be entitled to summarily cancel the agreement without notice to the Customer and to rely on the provisions of clause 4 hereof and to repossess those goods sold and delivered by HD TRANSMISSIONS PTY LTD to the Customer, or to claim specific performance of all of the Customer's obligations whether or not such obligations would otherwise then have fallen due to performance, in either event without prejudice to HD TRANSMISSIONS PTY LTD'S right to claim damages.

5.2 The Customer hereby expressly waives all right to claim prescription under the relevant provisions of the Prescription Act 68, 1969 as amended from time to time.

6. HD TRANSMISSIONS PTY LTD'S LIABILITY

6.1 HD TRANSMISSIONS PTY LTD undertakes that goods supplied and services rendered will conform to specifications and/or requirements specifically agreed to in writing.

6.2 In the event of the goods supplied or services not being in accordance with specifications HD TRANSMISSIONS PTY LTD's liability shall be limited to the replacement of such goods only. HD TRANSMISSIONS PTY LTD will not be liable for any consequential loss whatsoever.

6.3 Should any cause whatsoever beyond the control of HD TRANSMISSIONS PTY LTD prevent the performance of any of its obligations HD TRANSMISSIONS PTY LTD at its option shall be entitled to cancel or suspend performance of its obligations hereunder without being liable for any loss or damage, consequential or otherwise, resulting from such cancellation or suspension.

6.4 In the event of the Customer incorrectly or inadvertently fixing HD TRANSMISSIONS PTY LTD's products the replacement warranty in clause 6.2 shall fall away. The onus shall be on the Customer to obtain from HD TRANSMISSIONS PTY LTD fixing or fitting instruction manuals or literature should the Customer be in any doubt with regard thereto.

7. JURISDICTION

7.1 The Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) having jurisdiction under section 28 of the said Act, notwithstanding that the claim by HD TRANSMISSIONS PTY LTD exceeds the normal jurisdiction of the Magistrate's Court as to amount. HD TRANSMISSIONS PTY LTD shall in its discretion be entitled to proceed against the Customer in any other court of competent jurisdiction, notwithstanding the a foregoing.

7.2 The Customer agrees that in the event of any dispute arising between the parties HD TRANSMISSIONS PTY LTD shall, at its sole discretion have the right, but not compelled, to refer

such dispute to a mediator for immediate resolution of such dispute. The mediator shall have the widest possible powers to mediate between the parties, to dispense with any or all of the rules of court for the purpose of such proceedings and to make such award against any or both parties as he in his sole discretion may deem fit and the mediator's award shall be final and binding on the parties and not be subject to appeal or review save in the event of dishonesty or gross negligence on the part of the mediator. Such mediator procedure shall immediately suspend and replace any proceedings in court arising from essentially the same cause of action. The mediator shall be appointed by the Chairman or President as appointed from time to time of ADRASA or its successors in title.

8. DOMICILIUM

The Customer hereby chooses as its domicilium citandi et executandi for all purposes in connection with or arising out of its contract with HD TRANSMISSIONS PTY LTD, at the address as stated on the attached form marked as "Credit Application Form".

9. GENERAL

9.1 The conditions of sale and any contract arising out of it is governed by the laws of the Republic of South Africa.

9.2 HD TRANSMISSIONS PTY LTD cannot be held responsible for goods ordered telephonically or otherwise and not confirmed by an official order.

9.3 The Customer understands that credit facilities may be revised or withdrawn by HD TRANSMISSIONS PTY LTD without notice and in HD TRANSMISSIONS PTY LTD's absolute discretion.

9.4 All illustrations, descriptive matter, drawings, catalogues, advertisements, pamphlets and the like accompanying any quotations or in the Customer's hands before or after the Customer places an order, are supplied in good faith for general information only and do not form part of the contract.

10. STORAGE AND STORAGE COSTS

10.1 In the event that the repairs that have been effected to the Customer's goods and/or vehicle are completed and HD Transmissions (Pty) Ltd delivered its invoice to the Customer and the goods and/or vehicle of the Customer remain on HD Transmission (Pty) Ltd's premises for a period longer than 7 days after delivery of invoice, the Customer shall be liable for payment of storage costs as follows:

10.1.1) Storage of engine/gearbox - R150 per day;

10.1.2) Storage of motor vehicle (1 to 3 tons) - R250 per day;

10.1.3) Storage of motor vehicle (4 tons and above) - R500 per day.

10.2 The storage costs shall be payable in full before the Customer's goods/vehicle is removed from HD Transmissions (Pty) Ltd's premises.

10.3 All goods and/or vehicles brought onto the premises of HD Transmissions (Pty) Ltd are done so at the risk of the Customer and HD Transmissions (Pty) Ltd accepts no liability for the payment of any damage and/or loss and/or theft to any goods or vehicle of the Customer on its premises. The Customer hereby waives any claim in this regard against HD Transmissions (Pty) Ltd and indemnifies HD Transmissions (Pty) Ltd and holds it harmless against any claim by a third party, howsoever arising, in respect of damage, theft or loss to any goods and/or vehicle brought onto the premises or in the possession of HD Transmissions (Pty) Ltd.

BY APPENDING HIS / HER SIGNATURE, INITIAL AND/OR MARK TO THIS AGREEMENT, THE CUSTOMER ACKNOWLEDGES THAT HE / SHE HAS READ, UNDERSTOOD AND ACCEPTS THE TERMS AND CONDITION AS CONTAINED IN THIS AGREEMENT.