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## MTT STRUCTURES INTERNATIONAL – TRADING TERMS AND CONDITIONS

1. The terms hereof shall form part of and apply to this contract and all future contracts or other agreements entered into unless specifically excluded or amended by the parties, such exclusion or amendment to be in writing.
2. Unless otherwise specially stipulated in writing to the contrary, the terms hereof shall supercede and prevail over any terms and conditions and in any document submitted by the Customer.
3. Any and all price estimates given by MTT in respect to the supply of any goods are ex-works Durban, South Africa and are exclusive of Value Added Tax.
4. All price estimates are valid for thirty days from the date of such estimate.
5. Upon receipt of Confirmation of Order where MTT is required to manufacture/supply goods be it per our standard range of products or to custom specification, payment terms shall be as follows:
  - a) A 50% deposit payment is required of price established per signed COO. (Non-Refundable).
  - b) The remaining balance of fifty percent of established price being due and payable upon completion of manufactured goods, prior to dispatch.
6. Interest will be charged on any overdue amount at the maximum rate of interest permitted, from time to time, according to the Prescribed Rate of Interest Act, from due date to date of payment, calculated daily and capitalized monthly.
7. Payment shall be made in cash or by bank guarantee cheque, direct deposit or electronic funds transfer.
8. If payment is made by cheque, it must be hand delivered or send by registered post. Goods will only be permitted to leave MTT once funds have cleared in MTT's account.
9. Any amount due by Customers to MTT must be paid in full, free of bank exchange and without deduction or set off.
10. MTT shall be entitled to charge a storage fee of 2.5% of the value of the goods per month not collected after sixty days from notification of completion. This will be implemented after notification by means of email or phone call.
11. In the event of the Customer failing to collect the goods within 120 days after notification of completion of manufacture, ownership shall not be deemed to have passed and MTT shall retain the right to sell the goods to defray any expenses incurred, or cancel the transaction in writing and charge a reasonable cancellation penalty and sell the goods in order to defray costs."
12. Notwithstanding delivery of any goods and transfer of possession thereof to the customer, ownership therein will not pass to the customer and will remain vested with MTT until the full purchase price, together with any interest thereon has been paid. All risk in the goods will, however, pass to the Customer upon delivery.

13. It shall at all times be the Customer's responsibility to ascertain the necessity for and subsequent authorization (if necessary) in respect to planning permission necessary to erect the goods.
14. In respect of any claims for fabric defects or failure, please take note that MTT is a fabric converter and as such, any claims that may arise relating to fabric defects will be referred to the manufacturer of the fabric itself. We will act as an intermediary on your behalf in respect of any claims that may arise. MTT shall bear no liability for goods that have been incorrectly installed where such installation was not undertaken by MTT, nor will it bear any liability for goods subjected to misuse, abuse or which have become damaged due to fair wear and tear or arising from issues relating to the environment.
15. To the extent that the Customer requires an Engineers Certificate in respect to the erection of the goods, such engineer's certificate may be obtained at an additional cost amounting to approximately ten to twelve percent of the total purchase price. Any alterations specified by the engineer are for the clients account.
16. All price estimates provided exclude any and all costs relating to the erection of the costs including, but not limited to, civils, crane or scaffold hiring, accommodation, travel and day out allowances in respect to MTT's employees.
17. MTT is not a civil contracting company and as such is not responsible for any civils that may be required for on-site installations. All and any civil work required for site installations will be the sole responsibility of the client/client representative or contracting agent to complete the necessary civils. Once all necessary civils are completed, and the manufactured goods are on site, only then will MTT commence with any installations as needed. (Subject to approval and acceptance of installations fees and costs thereof.)
18. No snag claims will be entertained by MTT unless reported in writing to MTT within fourteen days of delivery of the goods.
19. The customer consents to MTT making enquiries about the customer's credit record with any credit reference agency or other party.
20. It shall be the duty of the customer to inspect all goods before accepting delivery. MTT warrants that its goods conform to MTT's standard specification. Unless otherwise stipulated in writing, where goods are ordered for a specific job or operation and where no representation has been made by MTT as to the suitability of such goods for such operation, goods will be deemed reasonably suitable for their intended purpose unless specifically proven otherwise. Where MTT has no control over the use or installation of the goods, MTT will not be held liable for any damage caused, harm suffered, injury caused and or consequential damages caused due the use or misuse or abuse of the goods or incorrect usage or failure to follow usage and safety instructions or delays in delivery.
21. MTT believes that the statements, technical information and recommendations contained herein are reliable. Subject to the provisions of Section 61 of the Consumer Protection Act MTT will not be held liable for consequential damages or for any delictual liability of any nature whatsoever arising out of a defect in goods where such defect, failure or hazard did not exist at the time they were supplied, or it is deemed unreasonable to have expected MTT to have been aware of the existence of the defect, hazard or failure at the time of supply. MTT will further not be held liable for consequential damages or for any delictual liability of any nature whatsoever arising from the customer's failure to provide correct or accurate information and/or instructions regarding the goods or caused due to the customer's failure to follow usage / care instructions and /or damage caused due to misuse, abuse or neglect by the consumer. The quality and suitability of the product for any purpose or use should be confirmed with the user's own tests.
22. MTT shall not be liable to the customer or to any other person for any indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever, whether in the

contemplation of the parties or not which the customer may suffer by any breach of any of MTT's obligations under these terms and conditions or from any cause whatsoever.

23. The Customer hereby indemnifies MTT against any claim made against MTT by any other person in respect of any matter for which the liability of MTT is excluded in terms of the a foregoing.
24. Whilst MTT is on site the utmost care is taken with the installation, however MTT will not be held accountable for any surrounding damage to the installation site or make good to any damage incurred directly or indirectly whatsoever.
25. When MTT is required to manufacture and / or supply goods to the customers specification and / or drawings, or carries out work according to Customers instructions or those of its nominees, MTT accepts no responsibility for the efficiency or workability of the goods or manufacture or supply or works so carried out and the Customer shall not be entitled to return such goods and / or to request a refund for any amount paid for such goods.
26. MTT shall endeavor to adhere to delivery times, however where unexpected delays may occur and the reason is out of the control of MTT and is not due to MTT's own negligence or recklessness, MTT shall advise the client of the delay and the reason thereof. MTT shall not be liable for any loss, harm or consequential damages suffered as a result of the delay.
27. The Customer shall not be able to cede or assign its rights or obligations without the express written consent of MTT having first been obtained.
28. The Customer consents in terms of Section 45 (1) of the Magistrates Court Act No.32 of 1944 as amended in respect to any action which may be instituted against the customer by MTT arising out of or in connection with any agreements concluded, to the jurisdiction of the Magistrates Court which at the time of such proceedings has jurisdiction in terms of Section 28 (1) of the said Magistrates Court Act.
29. A certificate under the hand of any director, any manager or secretary of MTT stating that any particular sum is / are due and payable by the Customer to MTT shall be admissible in any court of law and constitute prima facie proof of the correctness thereof constituting a liquid document for the purposes of summary judgment or provisional sentence.
30. MTT will not be liable for the transportation of any manufactured goods on behalf of or for the client/client representative by any means whatsoever. Transportation of manufactured goods from MTT is the sole responsibility of the client/client representative. Any claims that may arise during transportation of manufactured goods from MTT will be between the client/client representative and the transporter and will not involve or implicate MTT by any means whatsoever.
31. In the event that it has been agreed that the goods are to be transported by an independent contractor, or the carrier as the case may be, shall be the Customers agent and delivery to the transporter or the carrier shall be deemed to the responsibility of the Customer.
32. To the extent that the Customer contracts with MTT over a period of time and becomes indebted to MTT in respect to a number of separate contracts, any and all payments received by MTT shall be allocated to the oldest outstanding amount due.
33. In accordance with the provisions of Section 17 of the Consumer Protection Act, in the event of an order being cancelled prior to delivery, MTT reserves the right to charge a reasonable cancellation penalty which will be determined by the stage of manufacture at the date of cancellation. In respect of goods which are deemed to be special order / custom goods, MTT reserves the right, at its discretion, to claim the full transaction price in the event of cancellation.
34. The Customer hereby acknowledges and confirms that the law of prescription shall not apply to any indebtedness of the Customer to MTT.

35. The Client / Client representative assumes responsibility for the installation team from date of departure From South Africa to date of return to South Africa.
36. For the duration of installation the Client/Client representative undertakes to provide accommodation and board (Minimum 3 Star), all food and beverage requirements, transport to and from the airport, transport to and from installation site at the clients cost.
37. The Client/Client Representative further commits to ensure that the General Health ,Safety and Security of Installation / Supervisory Team is not compromised in any way or form and will provide all means necessary to facilitate this commitment.
38. If any part of these terms and conditions is deemed to be noncompliance with local legislation, it will negate only that clause relating to noncompliance and not the entire terms and conditions contractual document.