TST TRUCK CHASSIS STRAIGHTENING AND ALIGNMENT (PTY) LTD

Reg. No. 2001/030105/07 | www.tstruck.co.za

TERMS AND CONDITIONS OF CONTRACT OF WORK

These terms and conditions apply to all work performed by TST. TST's full warranty terms and conditions are published separately at www.tstruck.co.za and are incorporated herein by reference. The applicable warranty terms (Consumer Protection Act-compliant or commercial non-CPA version, as the case may be) form part of this agreement and prevail over clause 7 of these terms on all warranty matters.

1. APPLICATION

1.1 **"work"** These terms and conditions shall apply to any contract of servicing and/or maintenance and/or repair work to be carried out on any vehicle, parts, accessories, or other item (hereinafter collectively referred to as the **"goods"**) by TST (the company) as instructed by the customer.

1.2 All or any part of the work to be carried out by the Company may be carried out on its behalf by any agent or sub-contractor appointed by TST.

2. DELIVERY

2.1 The Customer shall take delivery of the goods upon completion of the work to be carried out. Delivery shall be completed when the goods are handed to the Customer or its agent.

2.2 The expected completion date is approximate only and time is not the essence of any contract of work. In the event that the company is unable to deliver the goods on the expected date of completion, the Customer shall not have the right to cancel the contract work.

2.3 The Company shall be entitled to suspend the delivery of the goods if the customer is in breach of any of the terms of this contract.

2.4 The Company may effect delivery of the goods at different times which the Customer agrees to accept in instalments if required.

3. PRICE

3.1 The price of the goods will be the Company's prevailing rates ruling at the time the work is carried out.

3.2 Any quotation given by the Company is an estimate only and shall not be binding on the Company unless given in writing. In the event of it being necessary to strip and/or dismantle any goods in order to prepare a quotation for work, the following conditions shall apply:

3.2.1 The Company shall be entitled to dismantle the goods to such extent as it may deem necessary in order to prepare the quotation.

3.2.2 The Customer shall be liable for all costs incurred by the company in dismantling the said equipment, which shall be charged at the company's prevailing rates.

3.2.3 In the event of the Customer not accepting the Company's quotation, the customer shall accept and remove the goods in their stripped-down condition.

4. ADDITIONAL WORK

4.1 If any work, additional to that reflected on the face of the repair order, is deemed by the Company to be necessary, the Company shall obtain the Customer's verbal or written consent to proceed with such work and having done so, replace such parts and/or use such materials and/or employ such labour as the company in its sole and absolute discretion considers necessary.

4.2 The Customer agrees to pay, for all additional work contemplated in clause 4.1, at the Company's prevailing rates for parts and labour.

5. PAYMENT

5.1 The Customer shall pay the contract price specified on the face of the invoice, together with any other costs due to the Company, including those contemplated in clause 4.1, prior to the removal of any goods from the Company's premises, unless alternative arrangements are made with a financial manager of the Company in writing.

5.2 If the company accepts a cheque or other instrument in payment of the amount due, the company reserves the right to retain possession of the goods until such cheque or instrument is honoured. The

customer acknowledges that the company has an express lien over the goods which secures the amount due in respect of repairs carried out.

5.3 TST shall be entitled to charge for storage of goods retained by TST at a rate of R275.00 per day or part thereof from the date on which payment is due to the date on which the item is released and collected by the customer after payment of all amounts in full.

5.4 In the event that any goods are retained by TST due to non-payment for more than 30 days, or remaining in the custody of TST due to non-collection by the customer for more than 30 days from the date on which collection was due, TST shall send a written notice to the Customer to settle their account or alternatively collect their goods, whichever is appropriate, within 7 days of that notice. Failing such settlement or collection, the customer irrevocably abandons the goods and consents to TST selling or scrapping the goods to recover money due to TST. The Customer acknowledges that under these circumstances they have abandoned their goods and all right title and interest therein. TST shall have no obligation to account to the customer in this regard.

5.5 The Company shall be entitled to charge interest on any unpaid amount, from due date of such amount to the date of payment, at a rate which is 2 percent above the rate charged by the Company's bankers to its prime customers on overdraft from time to time. Such rate of interest shall be evidenced by a certificate to be issued by any manager of the Company from time to time and it shall not be necessary to prove his appointment.

6. CERTIFICATE OF INDEBTEDNESS

6.1 A certificate under the hand of any director of the Company as to the existence and the amount of the indebtedness of the Customer to the Company 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 relating to the indebtedness of the Customer to the Company, shall be prima facie proof of the contents and correctness thereof and of the amount of the Customer's indebtedness for the purpose of provisional sentence or summary judgement or any other proceedings instituted by the Company against the Customer, and such certificate shall further not be necessary to prove the appointment of the person signing such certificate.

7. WARRANTY

7.1 TST's warranty obligations in respect of all work performed are governed exclusively by TST's Full Warranty Terms and Conditions applicable to the transaction, published at www.tstruck.co.za. The applicable version is either the Consumer Protection Act-compliant version or the commercial (non-CPA) version, depending on the customer's status as confirmed on the quotation and invoice. In the event of any conflict between these terms and conditions and the Full Warranty Terms on any warranty matter, the Full Warranty Terms prevail.

7.2 Notwithstanding clause 7.1, and without limiting the Full Warranty Terms, the Company undertakes to remedy any defect in parts or workmanship by adjusting, repairing, or replacing defective parts, or rectifying defective workmanship, subject to the exclusions and conditions set out in the applicable Full Warranty Terms. This clause does not create any warranty obligation beyond or inconsistent with the Full Warranty Terms.

7.3 OEM-supplied parts and equipment are not warranted by TST. TST will pass on to the Customer such warranty rights as are available from the relevant original equipment manufacturer, to the extent permissible under the applicable OEM warranty terms. TST accepts no liability for any defect or failure in OEM-supplied parts beyond facilitating the Customer's claim against the relevant manufacturer.

8. EXCLUSION OF LIABILITY

8.1 The Company shall not be liable to the customer for any loss or damage including without limitation, special or consequential damages whatsoever, arising out of any breach by the company of any of its obligations in terms of this agreement.

8.2 Without limiting the generality of clause 8.1, the Company shall not be liable for any loss or damage whatsoever suffered by the Customer as a result of any claim by a third party, and the Customer hereby indemnifies and holds the Company harmless against any claim instituted against the company by a third party arising out of any matter contemplated in this clause 8.2, including:

8.2.1 the goods, or any part thereof, or workmanship, including work carried out by an agent or sub-contractor, being defective in any respect or failing to conform wholly or in part with any written warranty given by the company; and

8.2.2 any damage to goods or property of the Customer, howsoever arising, including but not limited to fire, theft, damage by hail, accident, or any other cause whatsoever.

Note: Where the Customer is a consumer to whom the Consumer Protection Act 68 of 2008 applies, nothing in this clause 8 limits any right or protection afforded to such consumer under that Act. The applicable Full Warranty Terms (CPA version) govern in such instances.

9. CANCELLATION

If the Customer:

- commits a breach of any of these terms and conditions;
- being a natural person, dies or is provisionally or finally sequestrated or surrenders their estate;
- being a partnership, is dissolved;
- being a company, is replaced under a provisional or final order of liquidation or judicial management; or
- compromises or attempts to compromise generally with its creditors,

then the Company may:

- summarily cancel the contract by giving the Customer written notice to that effect, without prejudice to any other rights the company has as a result of such breach or cancellation; and
- retain the goods subject to this agreement should it have such goods in its possession at the time of such breach or cancellation, against receipt of payment of all amounts due to the Company.

10. GOVERNING LAW AND JURISDICTION

10.1 These terms and conditions and any relationship and/or dispute arising from or in connection with these terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

10.2 The Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the Magistrate's Court Act, notwithstanding that the claim by the Company may exceed the normal jurisdictional amount of the Magistrate's Court as to amounts.

10.3 Notwithstanding clause 10.2, the Company shall in its discretion be entitled to institute legal proceedings in any other court of competent jurisdiction.

11. COSTS

If the Company institutes legal proceedings against the Customer arising out of any breach by the Customer of these conditions, the Customer shall pay all costs incurred by the Company on the scale as between attorney and own client or on the maximum tariff permissible in law.

12. NOTICES AND DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Customer nominates as its domicilium citandi et executandi the address reflected on the face of the invoice or credit application form, for service upon it of all notices and processes in connection with any claim arising in terms hereof.

12.2 Notice may be given by the Company to the Customer by delivery by hand or per electronic mail.

12.3 Any notice given by the Company to the Customer by hand or electronic mail shall be deemed to have been received by the Customer on the date of delivery, unless the contrary is proven.

13. PROTECTION OF PERSONAL INFORMATION

13.1 All information collected and/or stored by the Company is provided freely by the Customer for the specific purposes agreed between the parties.

13.2 The customer consents to the use, collection, storage, and processing of its personal information. All efforts will be taken by the Company to ensure that all personal information collected and/or stored is handled in strict compliance with the Protection of Personal Information Act 4 of 2013 and the Company's Privacy Policy, published at www.tstruck.co.za.

14. GENERAL

14.1 No addition to, variation, or agreed cancellation of this agreement and this clause shall be of any force or effect unless it is recorded in writing and signed by both parties.

14.2 No indulgence, extension of time, relaxation, or latitude which the Company may permit at any time in regard to the carrying out of any of the Customer's obligations shall prejudice the Company in any manner or be construed as a waiver by the Company of any of its rights in terms of this agreement.

14.3 Clause headings are for convenience only and shall not be used in the interpretation of this agreement.

14.4 No representative, agent, or salesman has any authority to waive or vary any of these conditions or make any representations whatsoever on behalf of the Company, save where expressly provided to the contrary herein.

TST's Full Warranty Terms and Conditions (CPA and Non-CPA versions) are published at www.tstruck.co.za and form part of every contract of work.

These terms and conditions are subject to the laws of the Republic of South Africa.