

STANDARD CONDITIONS OF BUSINESS

1. GENERAL

The following terms shall have these meanings hereby assigned to them:

The Client shall mean the person(s), firm or company addressed in the Customer Order and Quotation Invoice, commissioning certain services to be rendered by RBI in accordance with these conditions.

RBI shall mean RBI Energy Solutions (Pty) Ltd trading as Gym Wholesalers.

Quotation, Tender, Proposal shall mean the letter, tender, quotation or proposal accompanying these Conditions addressed to the Client.

Services Rendered shall mean any performance of an assignment, project, services or the supply of goods by RBI in terms of the agreement reached between the contracting parties.

Where appropriate, special or additional terms may be included *in writing* inside the Proposal or Offer, and must be expressly agreed to by both parties. In the event of conflict, such special terms shall take precedence over these Standard Conditions of Business.

2. PAYMENT

Unless otherwise agreed *in writing*, RBI shall invoice for the Services Rendered and for the reimbursable costs and charges incurred during the month the services were rendered to The Client. The Client shall make payment of the full amount of the invoice into RBI's bank account within 30 days after the date of issuing of the invoice or otherwise as specified in the quotation/bid/tender. Statements will only be issued by prior agreement with the Client. Any amount due and not paid within that period shall attract penalty interest from after the lapse of the 30 day payment period until receipt of full payment by RBI. The penalty interest will be charged at a rate equivalent to 4% per day for the amount remaining due. The Client shall make all payments without deduction for retention or any other form of security or bond or surety.

The Client agrees to indemnify and keep indemnified RBI against any costs incurred by RBI in connection with The Client's failure to pay any money due and owing by them, including, but not limited to, legal fees with regards to an indemnity basis and debt collection agency fees.

3. TAXES

All invoicing are exclusive of any Value Added Tax and/or any other equivalent tax that may occur. All taxes applicable will be indicated separately on the invoice issued to The Client.

4. VALIDITY OF OFFER

Unless otherwise stated, the Proposal or Offer shall be valid for a period of 30 days from the date of issuing the Quotation or Invoice to The Client. A written purchase order or acceptance notification is required prior to commencement of the services rendered.

5. PASSING OF TITLE AND RISK, DAMAGE AND REPOSSESSION

Ownership to the goods supplied by RBI in accordance with this standard conditions of business, shall only pass to The Client when the purchase price and all other charges in respect to it, have been paid in full.

All Services Rendered in accordance with these terms, shall be at The Client's risk from the time of finalization of the quotation/tender/proposal to the time of physical delivery of the goods or performance received by The Client, or as directed by The Client.

The Client indemnifies RBI against all loss of or damage to goods from whatever cause occurring after the passing of risk to The Client. RBI is under no obligation to give any notice (including statutory notice) to The Client with regards to the passing of risk in the goods of The Client.

6. FORCE MAJEURE

RBI will not be held responsible for any loss, damage or delay or from any causes beyond its control including, but not limited to, war, civil commotion, strikes, Acts of God or government, etc., regardless of whether RBI or its suppliers are affected by these factors, or whether these factors occur inside the Republic Of South Africa or elsewhere. These factors will not give rise to the termination of the agreement between parties.

7. SCHEDULE

The Client shall, upon the written request of RBI, grant an extension to any planned schedule for performance of the Services Rendered and, if appropriate, an adjustment to RBI's compensation. This will apply where RBI has been delayed or impeded in the performance of its Services Rendered by:

- a) A Variation Order;
- b) Any delay caused by The Client;
- c) Any delays caused by another party appointed by The Client;
- d) An event of *force majeure* or any other unforeseeable circumstances out of RBI's control;
- e) A suspension of activities for any reason;
- f) Any change of law;
- g) Any labour unrest; or
- h) Any other reason mutually agreed by the parties.

The deadline for the Services Rendered shall commence on the day which the written agreement between the contracting parties, pertaining to the order in question, is agreed upon. The observance of such deadline shall presuppose the prompt receipt of all the documents and releases furnished by the client, the prompt clarification and approval of the plans including documentation and the observance of the agreed Terms of Conditions of Payment and other obligations. Should these prerequisites not be fulfilled on time, the delivery deadline may be extended by the parties *in writing* for an agreed period of time.

Should the non-observance of deadlines be attributable to force majeure, delivery deadlines shall be extended by an agreed period of time.

In the event that delivery of goods and services procured from RBI not being completed within the agreed timeframe due to a delay by The Client or a their associates, RBI may at their discretion, apply a penalty fee against The Client at a rate of 2% of the price of the delayed object per completed week of delay to a maximum of 10% of the purchase order value.

8. RETURN OF GOODS

All Returned goods must be in their original, unopened packaging. Goods must be returned within 7 days of delivery and a 15% handling fee will be charged for processing the returned goods.

9. WARRANTY

The warranty only applies for a period of 12 months from the date of delivery.

Any claim against the RBI Warranty shall be limited to re-performance of any portion of the Services Rendered to correct the claim where such claim was reported to RBI in writing within 12 months of the date of performance of the relevant portion of the Services Rendered. RBI's maximum liability arising out of or related to the Services Rendered to The Client shall be limited to the lesser of RBI's Compensation for that portion of the Services Rendered or the limits of insurance coverage held. However, the warranty will become null and void if the products supplied to The Client by RBI, are operated and maintained in a manner not in accordance with the original intention of the products and The Client makes any; design changes to products or parts, uses replacement parts not provided by RBI or an approved supplier, or carries out any repairs/replacements to the products using unqualified persons.

This warranty is only applicable to The Client with regards to the Services Rendered to them by RBI. It is not transferable from The Client to any other person. In the case of goods supplied by RBI that are not of RBI's manufacture, the extent of the express warranty is equivalent to that given (if any) to RBI by the supplier of those goods. RBI's express warranty does not cover any consequential damages resulting from any failure by its products or any subsequent expenses or losses arising from such failure. All goods that are claimed to be defective must be returned to RBI at The Client's risk.

All warranties other than the above, whether express or implied, including without limitation warranties of merchantability or fitness for purpose, are expressly excluded.

10. LIABILITY

The Client shall defend, indemnify and hold harmless RBI from and against all claims, demands, or causes of action for damage to or loss of any equipment or property of the Client, the Client's client(s), or their respective contractors, consultants or vendors (other than RBI), and other third parties. This indemnity shall apply to any injury and/or death of any employees of the Client's arising directly or indirectly from the performance of the Services Rendered by RBI, regardless of whether such loss or damage resulted in whole or in part from the Client.

Notwithstanding any other provision herein, under no circumstances shall RBI be liable to the Client for any indirect, consequential, special, punitive or contingent losses or damages to person or property and/or loss of profit, loss of revenue, loss of use of any facilities, or loss of product or production, whether arising under a breach of warranty, contract, negligence, commission, omission, advice, delict, strict liability, or otherwise, and The Client agrees to indemnify and keep indemnified RBI in respect of such liability.

11. CLIENT SUPPLIED INFORMATION

The Client shall make available to RBI all data and information relating to the assignment scope, schedule, cost and quality requirements including any other information reasonably necessary to allow RBI to perform The Services. The onus is on The Client to make sure all information supplied to RBI is correct and up to date. The Client indemnifies and keeps indemnified RBI against any errors, losses and/or damages occurring from incorrectly given information by The Client or any of The Client's associates, whereby RBI and its employees acted in good faith (*bona fide*) on that information.

12. EXCLUSION OF OTHER TERMS

No changes, modifications or amendments to these terms shall be valid unless expressly agreed to by the parties *in writing and signed* by their authorised representatives. These modifications will be deemed special terms and included in the Proposal or Offer. Should there be any conflict between these terms of the standard conditions of business and any other documentation or correspondence, then these terms shall have precedence, except in the case of expressly created special terms.

13. JURISDICTION

The performance of the Services Rendered shall be governed by, and construed, in accordance with the laws of the Republic of South Africa.