

ERGON ENGINEERING cc

("ECE")

TERMS & CONDITIONS OF QUOTATIONS

1. **CONTRACT TERMS**

The quotation on appearing on the reverse hereof is subject to the terms set out below on the reverse hereof ("the Contract Terms"). Those terms shall, upon acceptance of the quotation, constitute the contract between ECE and the Customer, notwithstanding anything to the contrary contained in any order or other document furnished by the Customer relating to the subject matter of this quotation.

2. **ACCEPTANCE**

This quotation is an offer by ECE to do the work described on the reverse hereof (including the supply of such parts and materials as are required) therefore, "the work" in respect of the vehicle or part thereof, described therein as "the vehicle" on the contract terms, acceptance of the offer will be the completion of the "Acceptance of Quotation" appearing on the reverse hereof and the return to ECE of the completed form no later than the quote expiry date stipulated in the section marked "Terms of Payment" on the reverse hereof. Alternatively, the customer shall be deemed to have accepted the quotation on the contract terms by the delivery of the vehicle to ECE for the work to be executed.

3. **DELIVERY**

The vehicle shall be delivered to ECE as soon as possible after the acceptance of this offer. Any date indicated by ECE for the completion of the work shall not be binding by or upon ECE but shall be regarded merely as the estimated date of completion thereof. ECE shall not be liable for any loss or damage whatsoever nature incurred or suffered by the Customer as a result of or in connection with any delay of failure by ECE's commerce, execution or completion of the work within any particular period of time.

4. **COLLECTION**

The Customer shall collect the vehicle from the premises of ECE as soon as possible after receiving notification from ECE that work has been completed.

5. **PAYMENT**

Unless credit arrangements have been made in writing between ECE and the Customer, the amount owing to ECE in respect of the work shall be payable in full upon collection of the vehicle from ECE. The Customer acknowledges and agrees that ECE has a lien over the vehicle for the payment of such amount and further agrees that ECE shall be entitled to retain possession of the vehicle until such amount is paid in full.

6. **STORAGE**

The vehicle shall be stored by ECE prior to, during and after the execution of the work entirely at the owner's risk. Accordingly, ECE shall not be responsible for, nor shall the Customer have any claim against ECE in respect of any damage to or loss of the vehicle from whatsoever cause arising including (but not limited to) fire, explosion, water, negligence (including gross negligence) collision or otherwise.

7. **ADDITIONAL WORK**

The quotation is given in respect of the work only. If ECE, during the execution of the work becomes aware of any damage to or defect in the vehicle which requires repair and which falls outside of the scope of the work or if ECE forms the opinion that any further work is required properly to repair the vehicle, ECE shall be entitled but not obliged to bring the same to the attention of the Customer and to furnish a further quotation to the Customer in respect of such repairs and/or further work. The Customer may elect whether or not to accept such further quotation but such election shall not in any way affect the work or the operation of this agreement.

8. **EXCLUSION OF LIABILITY**

ECE shall not be responsible for, and the Customer shall have no claims, rights or remedies against ECE in respect of, the death or injury of any person or the loss of damage to any property of any person arising from or in connection with or as a result of any Act or omission of ECE in relation to or in connection with the work including but not limited to any negligence on the part of ECE or any persons for whose actions or omissions ECE may be vicariously liable in law.

9. **INDEMNITY**

The Customer hereby indemnifies ECE against all loss or damage suffered by, or claims instituted against ECE by any third party in connection with or arising out of the death or injury to any person or the loss of or damage to any property of any third person where such death, injury, loss or damage is attributable to any act or omission on the part of ECE or any person for whose acts or omissions ECE is vicariously liable in law.

10. **WARRANTIES & REPRESENTATIONS**

The Customer by his signature hereto acknowledges that no warranties or representations have been made by ECE either in respect of the work or as an inducement to the Customer to enter into this agreement.

11. **STORAGE FEE**

If the Customer fails to collect its vehicle from ECE within 48 hours after receipt of notification from ECE that the vehicle is available for collection, ECE shall be entitled to charge the Customer a storage fee in respect of the vehicle in accordance with ECE's standard storage charges prevailing from time to time. Such storage charges shall be payable to ECE on demand.

12. **DOMICILIUM**

The Customer hereby chooses domicilium citandi et executandi for all purposes at the address of the Customer reflected on the reverse hereof.

13. **DEPOSIT**

ECE reserves the right to require the Customer to furnish a deposit on account of the charges to be required for the work and to suspend the performance of its obligations hereunder until such time as he shall have paid such deposit.

14. **SEVERABILITY**

Each term of this agreement shall be deemed to be severable from each other. In terms of this agreement such that if any clause is found by any competent court of the law to be invalid or unenforceable for any reason whatsoever, the remaining clauses shall continue to be full force and effective.

15. **ENTIRE CONTRACT**

The document contains the entire contract between ECE and the Customer and no addition to or variation or consensual cancellation of this agreement shall be binding unless reduced in writing and signed by a duly authorized representative of ECE and the Customer.

16. **FITNESS OF WORK**

ECE does warrant to the Customer that the vehicle will, upon completion of work, be fit for the designed purpose and that all warranties that are expressed and implied by law in relation to the nature, quality, scope and extent of work are to the manufacturer's design.

17. **JURISDICTION**

The Customer hereby consents to the jurisdiction of any Magistrate's Court, having territorial jurisdiction over in respect of any claim made by ECE in terms of this agreement notwithstanding that the amount of such claim exceeds the jurisdiction of the Magistrate's Court. Nothing herein contained shall preclude ECE from instituting action in respect of any claim in respect of any other court of competent jurisdiction.

18. **INTERPRETATION**

The clause headings are for reference purpose only and shall not be used in any manner to interpret the clauses to which they relate. All references to the singular shall include the plural and vice versa, all references to one gender shall include the other two and all references to a natural person shall include a created entity (corporate or otherwise) and vice versa.