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TERMS & CONDITIONS OF SALE

ROV DURRANT ENGINEERING (PTY) LTD TERMS & CONDITIONS OF SALE

Equipment Design

- Prior to commencing detailed design, ROV Durrant Engineering (Pty) Ltd will present the customer with an example of the proposed design drawing documentation for comment and approval. This approved sample will set the standard for design in principal.
- All engineering and manufacturing drawings used and/or produced in the execution of the project will remain the sole property of ROV Durrant Engineering (Pty) Ltd. Such information and knowledge will not be transmitted to the customer or suppliers.
- All electronic models and intellectual property relating to such models will remain the sole property of ROV Durrant Engineering (Pty) Ltd, such information and knowledge will not be transmitted to the customer or supplier.
- Reverse engineering of the product for the purposes of reproduction is strictly prohibited. Reverse engineering of the product without the written consent of ROV Durrant Engineering (Pty) Ltd is strictly prohibited.

Installation and Commissioning

The following assumptions have been made in the structuring of this quotation:

- Site conditions are adequate for the plant and equipment to be used.
- The floor is of sufficient strength to accommodate the dynamic loading and weights imposed by the equipment and plant required for installation.
- That cleared and adequate site is available to accommodate the installation.
- That clear and unhindered access is available to transport equipment through the factory to the installation site.
- That all works by third parties be completed prior to the agreed installation date.
- That power for hand tools be available and at no charge to ROV Durrant Engineering (Pty) Ltd.
- That our site personnel be afforded access to the same facilities as the customer's personnel i.e. water, lighting, first aid, toilet, change room and, if available, canteen.
- That the customer's tool room facilities are available for our personnel to conduct minor modifications.
- That reasonable access to telephone and fax machine be made available to our site supervisor.
- That suitably qualified customer's personnel be made available to work with our installation personnel to gain hands on experience and to receive training.
- ROV Durrant Engineering (Pty) Ltd will be able to supply system training in total, however, detailed knowledge can only be acquired if the personnel who are being trained, have a base knowledge of the principles applied in each area i.e. mechanical, electrical and electronic respectively. The principle of 'Train the Trainer' will apply.
- Following the completion of each line or sub-system, commissioning will take place.
- That inspection approved parts and assemblies will be provided by the customer for testing of assembly dimensional conformance.
- The customer will undertake the inspection of these test assemblies and make available the inspection reports for examination.

Final acceptance

- Once the following tests are conducted and concluded, the equipment shall be deemed to be accepted by the customer.
- All equipment will be tested, where possible, under production conditions for a period of 4+4 hours to check cycle time, up-time to a minimum 85% of the available production time and capability.

Customer Support

- It is assumed that the customer will provide all production personnel and parts to enable the proposed commissioning and testing to take place over the time period agreed on the detailed contract programme.
- It is assumed that the customer will undertake all monitoring of the production/assembly system and record any equipment downtime due to technical problems.

Contract Programme

- Following the receipt of the official order, a detailed contract programme will be submitted to the customer. This programme will identify the path of the contract from order placement through to final acceptance and will be used to monitor the progress of the contract.

Contract Modifications

- During the implementation of the contract, the customer shall give ROV Durrant Engineering (Pty) Ltd written notice of any variation, addition or omission to the contract.
- ROV Durrant Engineering (Pty) Ltd will advise the customer in writing within 10 working days of any specification, cost or timing implication to the contract.
- Due account shall be taken of any partial execution of the contract that renders useless by the variation.
- ROV Durrant Engineering (Pty) Ltd will require a written reply within 10 days, which clearly identifies that the customer has accepted the validity of the variation and stipulates what further course of action should be undertaken by ROV Durrant Engineering (Pty) Ltd.

Parts for tryout

- Should these parts be unavailable at the specified date or prove at a later date to be inconsistent or not dimensionally compliant to drawing, it shall be deemed that acceptance tests have taken place and payments shall be made in accordance with contractual requirements.
- All transportation costs of try-out parts which are required to be shipped by the customer to ROV Durrant Engineering (Pty) Ltd and subsequently returned will be for the customer's account.

Insurance

- The customer will be responsible for all aspects of insurance with regard to equipment and services supplied by ROV Durrant Engineering (Pty) Ltd, from the point of receipt of equipments on their premises up until final installation, commissioning and sign-off, not withstanding the shipment in terms (Inco Terms 2000 apply) relating to the supply of the equipment.