

TERMS AND CONDITIONS

The sale of orthopaedic, medical supplies, and related services ("Products") by Animal Ortho Solutions (Pty) Ltd, its divisions, subsidiaries, and affiliates ("AOS"), is governed exclusively by these Terms and Conditions ("Agreement").

Any other or additional terms that conflict with this Agreement, whether contained in a purchase order, quotation, or other communication ("Order"), shall be of no force or effect unless expressly agreed to in writing by an authorized representative of AOS.

Pre-printed terms on any customer ("Customer") documentation, and AOS's failure to object to such conflicting terms, shall not modify or add to this Agreement.

1. Orders

- 1.1. Quotations issued by AOS are invitations to do business and are subject to change or withdrawal at any time without notice.
- 1.2. Orders are binding only upon AOS's written acceptance or execution of the Customer's Order, which shall form a contract subject to this Agreement.
- 1.3. Products designated as non-cancellable, non-returnable ("NCNR") are final once ordered. Such designation may appear on quotations, order acknowledgements, or product lists.
- 1.4. Orders for standard Products may not be cancelled, amended, or rescheduled without AOS's prior written consent.
- 1.5. AOS reserves the right to allocate available Products among its customers at its sole discretion.

2. Prices

- 2.1. All prices are quoted in South African Rand (ZAR) and are subject to change without prior notice.
- 2.2. Prices exclude Value Added Tax (VAT), shipping, insurance, duties, handling fees, permits, or other levies ("Additional Fees"), which are the Customer's responsibility.
- 2.3. Quotations remain valid for 30 days unless otherwise stated.

3. Payment Terms

- 3.1. Unless otherwise agreed in writing, payment in full is due 30 days from the date of invoice, without setoff or deduction.
- 3.2. AOS reserves the right to charge interest at 18% per annum (or the maximum rate permissible under South African law) on overdue amounts, together with all reasonable collection costs and attorney's fees on an attorney-client scale.
- 3.3. AOS may at any time:
 - 3.3.1. Review or withdraw credit terms;
 - 3.3.2. Request updated financial information or guarantees; or
 - 3.3.3. Suspend deliveries until outstanding amounts are settled.
- 3.4. Any credit issued by AOS will expire if unused 12 months from the date of issue.

4. Delivery and Risk
 - 4.1. Unless otherwise specified in writing, deliveries are subject to driver availability.
 - 4.2. Risk of loss or damage passes to the Customer upon delivery to the carrier.
 - 4.3. Delivery dates are estimates and not binding. AOS is not liable for any delay in delivery.
 - 4.4. Partial deliveries are permitted and shall be invoiced separately. Delay in one delivery shall not entitle the Customer to cancel remaining deliveries.

5. Limited Warranty
 - 5.1. AOS warrants that all Products supplied will conform to the manufacturer's published specifications at the time of delivery and be free from material defects in workmanship for 12 months from delivery.
 - 5.2. Products modified, misused, or improperly stored by the Customer or third parties are excluded from warranty.
 - 5.3. To the fullest extent permitted by law, AOS disclaims all other express or implied warranties, including fitness for purpose, non-infringement, and merchantability.
 - 5.4. Customer's sole remedies for breach of warranty are, at AOS's option:
 - (a) Repair of the Product;
 - (b) Replacement of the Product; or
 - (c) Refund of the purchase price.

6. Returns

- 6.1 Product returns require a Return Material Authorisation (RMA) issued by AOS.
- 6.2 Customer must notify AOS in writing of any visible defects or shortages within 3 (three) days of receipt; otherwise, Products shall be deemed accepted.
- 6.3 RMAs are issued only for defects attributable to AOS or the manufacturer. Products damaged by the Customer, courier, or third parties are not eligible for return.
- 6.4 All returns must be shipped freight prepaid, in original or equivalent packaging, and accompanied by proof of purchase.
- 6.5 Non-returnable ("NCNR") or customised Products may not be returned under any circumstances.

7. Limitation of Liability

- 7.1 To the fullest extent permitted by law, AOS, its employees, or agents shall not be liable for any indirect, consequential, or incidental losses, including loss of profit, business interruption, or data.
- 7.2 Customer's aggregate recovery for direct damages shall not exceed the purchase price of the affected Product.
- 7.3 Customer shall indemnify and hold harmless AOS against all claims arising from:
 - (a) Use of Products contrary to specifications;
 - (b) Modifications not authorised by AOS; or
 - (c) Combination of Products with other goods not supplied by AOS.

8. Force Majeure

AOS is not liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, pandemics, transport disruptions, shortages, or government actions.

9. Use of Products

- 9.1 Products are intended for veterinary use only and not for human medical application.
- 9.2 The Customer assumes full responsibility for the selection, installation, and use of Products and for verifying suitability for any specific application.

9.3 Use of Products outside manufacturer guidelines is at the Customer's sole risk.

10. Compliance and Export

- 10.1 Customer shall comply with all applicable South African import/export, veterinary, and medical device regulations, and any international export control laws applicable to the Products.
- 10.2 Customer shall not export Products to countries or entities under embargo or sanctions administered by the United Nations or the South African government.

11. Product Information

- 11.1. All Product data, technical advice, or other information provided by AOS is supplied "as is" for general guidance only.
- 11.2. AOS makes no representations regarding accuracy or completeness and disclaims all liability for reliance thereon.

12. Electronic Transactions

- 12.1. Any Orders, quotations, or communications conducted electronically via the AOS website or email are governed by this Agreement in terms of the Electronic Communications and Transactions Act, 25 of 2002 (ECTA).
- 12.2. Electronic signatures and acknowledgements are valid and enforceable.

13. Governing Law and Jurisdiction

- 13.1. This Agreement is governed by the laws of the Republic of South Africa. Any disputes shall be subject to the exclusive jurisdiction of the High Court of South Africa (Gauteng Division) or another competent court.
- 13.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14. General Provisions

- 14.1. No amendment of this Agreement is valid unless in writing and signed by both parties.
- 14.2. Customer may not assign this Agreement without prior written consent from AOS.

- 14.3. AOS's failure to enforce any term shall not be construed as a waiver.
- 14.4. If any provision is found invalid, the remainder shall remain in force.
- 14.5. The parties are independent contractors and this Agreement does not create a partnership or agency relationship.
- 14.6. Customer and AOS shall comply with all applicable South African laws and regulations.