



Standard Terms and Conditions of Sale – Pronex Engineering Management Consultants (Pty) Ltd

1. Definitions

- 1.1 For the purposes of these Standard Terms and Conditions of Sale, the following definitions shall apply:
- **Pronex:** Refers to Pronex Engineering Management Consultants (Pty) Ltd, the seller of goods and/or services.
 - **Buyer/Customer:** The entity purchasing goods and/or services from Pronex.
 - **Contract:** A legally binding agreement between Pronex and the Buyer/Customer, including purchase orders or formal agreements.
 - **Quotation:** A formal written offer issued by Pronex specifying the price and terms under which Deliverables may be supplied. A quotation is not legally binding until accepted by the Buyer/Customer through a contract or purchase order.
 - **Deliverables:** Any goods, hardware, services, or other items supplied by Pronex.
 - **Force Majeure:** Any event beyond the reasonable control of Pronex that prevents the fulfilment of contractual obligations, including but not limited to natural disasters, war, government regulations, pandemics, industrial strikes, and supply chain disruptions.
 - **Ex-Works (EXW):** Delivery term meaning that the Buyer/Customer assumes all responsibility for transport and associated costs from Pronex's premises.

2. Scope and Application

- 2.1 These Standard Terms and Conditions of Sale shall apply to all contracts and purchase orders between Pronex and the Buyer/Customer.
- 2.2 Any deviations from these terms must be agreed upon in writing and shall be reflected in Pronex's quotation or contract.

3. Offer and Conclusion of Contract

- 3.1 Pronex shall provide a formal quotation based on the Buyer's/Customer's requirements. The quotation will form the basis of the contractual terms, and any modifications must be agreed upon in writing.
- 3.2 No work shall commence until Pronex has received a signed contract or official purchase order from the Buyer/Customer.





4. Price and Payment Terms

- 4.1 Prices for all Deliverables shall be outlined in Pronex's quotation and confirmed in the contract or purchase order.
- 4.2 Prices are quoted on an **ex-works (EXW) basis** unless otherwise stated and exclude all applicable taxes. South African VAT shall be applied and listed separately where applicable; however, VAT will be excluded for Buyer's/Customer's located outside South Africa, unless required by law.
- 4.3 Payment shall be made in full within **30 days from the date of invoice**, unless otherwise agreed in writing.
- 4.4 Late payments shall incur interest at the prevailing South African prime rate. Pronex reserves the right to suspend further deliveries or services until outstanding payments are settled.

5. Terms of Delivery

- 5.1 Delivery dates shall be estimated and non-binding unless expressly stated in the contract.
- 5.2 Pronex reserves the right to make partial deliveries, unless the Buyer/Customer explicitly states otherwise in writing.
- 5.3 Risk of loss or damage to Deliverables shall transfer to the Buyer/Customer upon collection from Pronex's premises or upon handover to the designated transport carrier.

6. Force Majeure

- 6.1 Pronex shall not be held liable for any failure or delay in performance due to Force Majeure events, including but not limited to:
 - Natural disasters (earthquakes, floods, fires, hurricanes, etc.).
 - Acts of war, terrorism, or civil unrest.
 - Government actions, sanctions, or regulatory restrictions.
 - Pandemic outbreaks and public health emergencies.
 - Strikes, labour disputes, or industrial actions.
 - Major supply chain disruptions beyond Pronex's control.
- 6.2 In the event of Force Majeure, Pronex shall be entitled to extend the delivery period by the duration of the disruption, plus a reasonable recovery period. If performance becomes impossible, Pronex may terminate the contract without liability.



7. Retention of Title

- 7.1 Ownership of all Deliverables shall remain with Pronex until full payment has been received.
- 7.2 If payment is not made in full, Pronex reserves the right to reclaim any Deliverables at the Buyer's/Customer's expense.

8. Warranty and Liability Exclusion

- 8.1 Due to the nature of the Deliverables, all warranties, whether express or implied, including but not limited to merchantability or fitness for a particular purpose, are excluded unless expressly stated otherwise in the contract.
- 8.2 Pronex shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Deliverables.
- 8.3 The Buyer/Customer assumes full responsibility for the application and use of Deliverables.

9. Confidentiality

- 9.1 Pronex shall not disclose any Buyer/Customer information without the Buyer's/Customer's prior written consent, except when required by law, audits, regulatory authorities, or as otherwise mandated by contractual obligations.

10. Place of Execution and Governing Law

- 10.1 The place of execution of the contract shall be at Pronex's premises in Silver Lakes, Pretoria, unless otherwise specified.
- 10.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa. Any disputes shall be subject to the exclusive jurisdiction of South African courts.

By placing an order with Pronex Engineering Management Consultants (Pty) Ltd, the Buyer/Customer acknowledges and agrees to these Standard Terms and Conditions of Sale.

Wayne Clarke

Date : 2025-02-18

Chief Executive Officer