

Contract for the Sale and Manufacture of Goods - ver11



Ver11 – Applicable 1 December 2021 (replaces all previous versions)

Between: **Haffenden Groves (Pty) Ltd t/a Dryers for Africa**

(the "Seller"), a company registered and operating under the laws of the Republic of South Africa, with its office located at:

10 Katoen Street, R40 to Msholozhi, 1240, Mpumalanga

And: _____

(the "Buyer"), an Organisation with its Head Office located at: _____

Dated: 20 / /

FOR OFFICE USE:

FINANCIAL DOCUMENT LOG

QUOTATION/PRO-FORMA INVOICE	SALES ORDER
QUOTATION/PRO-FORMA INVOICE	SALES ORDER
QUOTATION/PRO-FORMA INVOICE	SALES ORDER
WORK ORDER	INVOICE
WORK ORDER	INVOICE
WORK ORDER	INVOICE
RECEIPT	CREDIT NOTE
RECEIPT	CREDIT NOTE
RECEIPT	CREDIT NOTE
PURCHASE ORDER (CLIENT)	DEPOSIT
PURCHASE ORDER (CLIENT)	BALANCE
PURCHASE ORDER (CLIENT)	OTHER

CARRIER DOCUMENT LOG

SADC CERTIFICATE NO.	PACKING LIST
BILL OF LADING	WAYBILL NO.
BILL OF LADING	WAYBILL NO.
AIRWAY BILL	MRN NO.
AIRWAY BILL	MRN NO.
SAD500 NO.	SAD 501 NO.
SAD500 NO.	SAD 501 NO.
SAD507 NO.	OTHER
SAD507 NO.	OTHER

FILE AUDIT DATE (MANUAL): _____ **SOFT FILE COMPLETED - LOCATION** _____

FREIGHT CHECK: _____ **ACCOUNTS CHECK:** _____

NOTES:

DIRECTOR: _____

SECTION 1	BILLING INFORMATION
SECTION 2	QUOTATION NUMBER & DATE
SECTION 3	PAYMENT & TERMS
SECTION 4	INTEREST ON OUTSTANDING AMOUNT
SECTION 5	RETURNS / REFUNDS
SECTION 6	FREIGHT
SECTION 7	DELIVERY SCHEDULE
SECTION 8	EXCUSE FOR NONPERFORMANCE
SECTION 9	WARRANTY
SECTION 10	CONFIDENTIAL & PROPRIETARY INFORMATION
SECTION 11	TRAINING, INSTALLATION & STRUCTURE
SECTION 12	POWER SUPPLY
SECTION 13	SPARE PARTS
SECTION 14	USER MANUAL & USB
SECTION 15	SITE PREPARATION
SECTION 16	NOTES
SECTION 17	ENTIRE AGREEMENT

SECTION 1 BILLING INFORMATION

ORGANISATION / BUYER NAME:

TAX IDENTIFICATION NUMBER:

AUTHORISED REPRESENTATIVE/S:

NAME & TITLE:

EMAIL:

MOBILE/S:

OFFICE NUMBER/S:

NAME & TITLE:

EMAIL:

MOBILE/S:

OFFICE NUMBER/S:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

PHYSICAL ADDRESS OF EQUIPMENT: (Multiple addresses must be listed with equipment on an additional page)

CLEARING AGENT (INTERNATIONAL) / COURIER (DOMESTIC) INFORMATION

NAME OF ORGANISATION:

AUTHORISED ACCOUNT MANAGER:

EMAIL:

OFFICE TEL NUMBER:

MOBILE NUMBER:

SECTION 2 QUOTATION NUMBER & DATE

Seller agrees to manufacture and sell to Buyer the goods listed on final quotation reference

QUO _____ dated _____ and will be referred to as the "goods".

SECTION 3 PAYMENTS / TERMS

Cash deposit fees are not included on quotations. All cash deposit fees will be included on the final invoice. Goods will NOT be released for collection unless the account has been settled in full.

Buyer agrees to pay for the goods as follows:

Deposit (minimum 60% of Equipment, 100% of freight) to execute this agreement; balance within 7 days after Seller notifies Buyer of opportunity to inspect and Seller's intent to make delivery or upon Buyer's collection or preferred method of transport.

ZAR

ACCOUNT NAME:	HAFFENDEN GROVES (PTY) LTD t/a DRYERS FOR AFRICA		
ACCOUNT TYPE:	BUSINESS CHEQUE	ACCOUNT NUMBER:	62378548328
BRANCH:	SOMERSET MALL	BRANCH CODE:	250655



SWIFT CODE: FIRNZAJJXXX REF: QUOTATION NUMBER OR BUYER NAME

USD

ACCOUNT NAME: HAFFENDEN GROVES (PTY) LTD BANK NAME: FIRSTRAND BANK LIMITED
ADDRESS: FNB FOREX, 30 DIAGONAL STREET, FNB PLACE, 9TH FLOOR, JOHANNESBURG, 2001
ACCOUNT NUMBER: 62748346287 BRANCH: HEAD OFFICE
BRANCH CODE: 250149 SWIFT CODE: FIRNZAJJXXX
REF: QUOTATION NUMBER OR BUYER NAME

EUR

ACCOUNT NAME: HAFFENDEN GROVES (PTY) LTD BANK NAME: FIRSTRAND BANK LIMITED
ADDRESS: FNB FOREX, 30 DIAGONAL STREET, FNB PLACE, 9TH FLOOR, JOHANNESBURG, 2001
ACCOUNT NUMBER: 62793853831 BRANCH: HEAD OFFICE
BRANCH CODE: 250149 SWIFT CODE: FIRNZAJJXXX
REF: QUOTATION NUMBER OR BUYER NAME

Goods remain property of Dryers for Africa until full settlement of account. User manuals, visual aids and technical support will only be released/approved on full settlement of account.

All orders not collected or settled and dispatched within 30 days of completion will accrue interest at the above rates and be resold if not settled within 6 months. Deposit/s will be forfeited and reallocated to recover costs.

SECTION 4 INTEREST / OUTSTANDING AMOUNTS

Failure to settle outstanding accounts within the payment terms selected will result in interest at a rate of 7,5% per month/days following due date on the outstanding amount. Discounts cannot be allocated to accounts not settled within the terms nor can discounts be negotiated after the quotation has been accepted.

SECTION 5 RETURNS / REFUNDS

Once orders have been received, a Sales Order will be sent within 1 week. Orders cannot be changed after a Sales Order has been issued.

Additional items returned for any reason will incur a fee of 25% of the item value.
Returns or refunds on equipment built to order are not available for refund or return.

Documentation requiring amendments will incur a fee of R1500 per form.

SECTION 6 FREIGHT

The Seller is registered as an Exporter and Importer within the Republic of South Africa and will issue SADC Certificates where applicable.

Where VAT at 15% has been charged, the international Buyers may apply to the VRA (VAT refund administrator) for a VAT refund.

In order to apply the zero rate, the Seller must either –

- Physically deliver the goods to the Buyer, the Buyers duly appointed agent or the Buyers customer at an address in an export country; or
- Obtain the services of a cartage contractor who is contractually obliged to deliver the goods on behalf of the Seller to the Buyer, the Buyers duly appointed agent or the Buyers customer at an address in an export country.

Collection (Foreign Buyers):

The Buyer removes or arranges for the removal and transportation of movable goods purchased from the Seller. The Seller may, in certain circumstances, elect to supply movable goods to a qualifying Buyer at the zero rate.

The Buyer must provide the following documents before collection can take place:

- A copy of the Buyer's passport or trading license, or of the passport and the relevant authorization letter;
- The Buyer's order; and
- Proof of payment for the movable goods by the Buyer.

Seller will provide additional services and shall have the following responsibilities:

- (a) Obtain quotations for the complete delivery of the goods to destination provide herein;



- (b) Booking, routing and dispatch of the Buyer's cargo;
- (c) Preparation and management of shipping documentation, including documentation necessary to effect importation into the destination countries and release of cargo;
- (d) Coordination with other Buyer service providers in the importation process; and
- (e) Such other tasks as may be reasonably necessary to effectuate the safe, expeditious, and efficient flow of Buyers import goods and related documentation.

Freight fees, exclusive of Insurance, unless indicated otherwise, and inspections, to the provided destination or closest agreed on alternative will be based on quotations received from logistic service providers. These quotations are liable to change without prior notice. These quotations will be calculated in ZAR, USD or EUR with the current rates reflected.

Any delays in delivery due to scheduling and rerouting of vehicles / vessels, beyond the control of the Seller, will not be the responsibility of the Seller.

Any damage to the equipment must be reported promptly to allow the technical crew to accommodate possible repairs. Images must be submitted via WhatsApp to +27 71 498 8436 and/or +27 72 981 8804.

SECTION 7 DELIVERY SCHEDULE

Seller shall commence to manufacture within 1 week following receipt of Buyer's **DOCUMENTATION PACK**.

Seller will complete such manufacturing and make the goods available for inspection at Seller's plant on a date to be determined. If Buyer's inspection discloses defects or adjustments, Seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Seller shall within 7 days of inspection cause the goods to be appropriately packaged and shipped to the address specified by Buyer within the time frame of the cartage contractor. Seller shall pay all expenses of packaging and preparations for shipment and Buyer shall pay all costs of shipment, including insurance on both Seller's and Buyer's respective interests. Wavering the inspections by the Buyer will be accepted as final acceptance of the goods for shipment and no claims can be made thereafter.

Delivery is estimated at 4-8 weeks from receipt of documentation pack. Depending on the current Seller workload, delivery times may or may not be extended. Failure to fully complete and submit the documentation pack will indemnify the Seller from any unforeseen expenses or production losses related to delays in manufacturing, assembly, delivery, transportation, customs clearance (where applicable) and other unspecified events.

Where short notice orders are received, the Seller will make every effort to assist with the completion of the received order but does not accept any responsibility for any subsequent delays or failure to meet deadlines.

SECTION 8 EXCUSE FOR NONPERFORMANCE

Seller's obligations under this agreement are accepted subject to strikes, labour troubles (including strikes or labour troubles affecting any suppliers of Seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of Seller. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

The Seller and Buyer agrees that it will take all steps reasonably necessary, at its own expense to:

- a) To designate key individuals to perform its obligations hereunder;
- b) To provide periodic feedback where necessary;
- c) To fully cooperate with all reasonable requests for assistance; and
- d) To take such further steps and execute such further documents as may be reasonably necessary.
- e) The parties will make diligent efforts through their respective key individuals to identify the causes of any problems and to make adjustments, in an equitable fashion, in order to address and resolve such problems, to avoid incurring additional expenses to both parties.

SECTION 9 WARRANTY / GUARANTEE

Warranty: 6 months for faulty materials and workmanship, but excludes electrical components damaged by under/over/lightning voltage, and normal wear and tear. Activated on notification of completion and goods are ready for collection / dispatch.

Programmable Logic Controller (PLC) warranty period of 6 months but excludes damage by under/over/lightning voltage, and normal wear and tear.



Warranty will be null and void if any tampering or modifications done on the mechanical, electrical or electronic system or safety systems are bypassed.

For warranty to apply, goods are to be position with appropriate cover to critical parts to ensure protection against the elements. Warranty claims are to be documented and submitted to support@dryersforafrica.co.za.

SECTION 10 CONFIDENTIAL AND PROPRIETARY INFORMATION

It is stipulated and agreed that during the term of this Agreement, Seller and Buyer will be in a position to become acquainted with each other's confidential, privileged and proprietary information including, without limitation, existing and future product information, research and development programs, specifications for products, software designs, know-how, trade secrets and other intellectual property, formulae or materials regarded by such party as privileged, proprietary or confidential (each parties' respective confidential information is referred to herein as such party's "Confidential Information"). The Buyer agrees that the Confidential Information of Seller, is an integral and key part of the assets and that the unauthorised use or disclosure of the Sellers Confidential Information would seriously damage the owner thereof in its business. As a consequence of the above, Seller and Buyer hereby agree that, during the term of this Agreement and thereafter Seller and Buyer shall not, directly or indirectly:

- a) Use any of the other party's Confidential Information; or
- b) Divulge, disclose, furnish or make accessible, or cause any person to divulge, disclose or furnish, any aspects of the other party's Confidential Information to any person or entity (other than the other party), except as may be reasonably necessary to perform their respective obligations hereunder, as may be expressly authorised by the other party in writing or as required by law or pursuant to a court order; provided, however, that, prior to any such compelled disclosure, the party whose obligation it is to keep such information confidential shall have given the other party notice of the circumstances relating to such compelled disclosure and an opportunity to seek an appropriate protective order with respect thereto.
- c) Seller and Buyer shall each refrain from any action or conduct that might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the other party's Confidential Information.

SECTION 11 TRAINING, INSTALLATION & STRUCTURE

Installation dates are to be confirmed at least 4 weeks before the departure from South Africa by the technical crew. Once the installation dates have been confirmed, the required invitation letters, proof of accommodation and domestic transport must be submitted for visa applications. Installation dates will only be confirmed once the equipment has been placed on site and account has been settled. Photographic confirmation is required and can be submitted via WhatsApp to +27 72 981 8804.

Where necessary and if possible, the Seller will try to accommodate successive installations within a certain period, based on flights and staff availability.

Travel bookings are actioned by a third-party contractor to ensure the relevant policies and safety measures are in place to protect both Buyer and Seller.

Domestic flights within the country of installation where travel distance is in excess of 200km by car, requires domestic flights (where available). Should these flights be unavailable, booking assistance will be required.

Transfer times in excess of 7 hours will require a layover. All quoted installation times will include travel time.

Airport nearest to installation site:

Technicians will not be dispatched until letters of invitation and any supporting visa application documentation, domestic travel arrangements, proof of suitable and comfortable accommodation, and transfer arrangements have been received and account settled.

Accommodations for the technical crew are to be safe, secure and clean. Standard single occupant rooms with proper air control for the duration of their stay are required. Where necessary, mosquito netting is to be provided.

Meals and non-alcoholic beverages for the duration of the installation are for the Buyers account unless indicated otherwise. 3 FULL Meals per day are to be provided, incl. Lunch. Any alcohol consumption is prohibited and must be reported to management promptly.

Site times are calculated at 8 hours, excluding an hour for tea/lunch. Times are to be adhered to unless the Senior Technician indicates otherwise. Failure to prepare the site, resulting in deviations from the times will be penalised.

Travel time to and from site and/or airport falls within the 8hour limit. Additional time on site will be invoiced and settled without delay.



Overtime rates on weekend will apply.

Transfers to and from the airport, accommodation and site are for the Buyers account. The Senior Technician can decline unsuitable transfer arrangements if there are concerns for safety. Any delays due to inadequate travel arrangements will be billed accordingly and additional expenses incurred will be for the Buyers account.

ONLY enclosed, roadworthy and safe passenger vehicles are to be utilised when transporting technicians, operated by licensed drivers with applicable insurance. Vehicle sharing that impacts the technical team' ability to operate efficiently or delay transfers etc. are not permitted.

Travel times between accommodation and site, in excess of 60 minutes (one way) must be disclosed. This will affect installation times.

Units not at final location at the time of arrival of the technicians, causing delays in installation will be penalised.

Delays affecting the duration of the stay will be billed accordingly.

Training will be provided AFTER the unit/s have been installed and tested by our technicians. The Senior Technician reserves the right to deny training during installation. Distractions will cause delays of the installation.

If adequate raw materials are available at the time of installation, ensure that at least 10% of the dryer input capacity is available, with labour to load, for a drying trial.

Take in to account that the technicians travel with toolboxes and they need to be considered when scheduling transportation.

Local labour for Buyer account may be requested for certain task and will be communicated.

On request, kindly arrange for an activated local SIM card to be issued to the Senior Technician to allow for communication with the Office in case of Roaming issues.

All required vaccinations have been administered to the technical team, including COVID19 vaccine. Technicians will undergo testing before departing RSA and before their scheduled return to RSA. Kindly advise on the nearest testing station and contact information.

SECTION 12 POWER SUPPLY

What electricity is available on site:

Grid	220V/single-phase or 380V/3-phase	Solar	Generator
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A certified electrician is to be on site for the duration of the installation. Any electrical work performed by the Seller on behalf of the client will be billed accordingly.

Intentions to install units further than 15m from the power source must be disclosed. Failure will result in installation delays and will affect the duration of stay. Note that electrical cable specifications are based on a maximum distance of 25m from Buyer distribution board to the equipment control panel.

AD50 Agri-Dryer, AD100 Agri-Dryer and AD200 Agri-Dryer include 1 – 2m supply cable from control panel with male/female plug.

Supply cable and installation thereof not included unless specified.

Refer to Section 15 on Site Preparation

SECTION 13 SPARE PARTS & MAINTENANCE BOX

While components and materials used in the manufacturing of the units are designed to operate in harsh environments, we suggest including a few critical spares that can affect your down time should you have an electrical surge or component failure.

At an additional fee, the Buyer can include a maintenance tool box with critical spares to be dispatched with the equipment. Each box is equipment and location specific. Training on maintenance and troubleshooting is covered during the installation phase.

SECTION 14 USER MANUAL & USB



Seller will provide a user manual and USB with soft copies of relevant processing information to be handed over on installation. This will assist with initial and recurrent training. Read through the material and view the videos. This information is included in Section 10. Information included;

- Welcome Letter
- Wiring Diagram
- Processing Guides
- Product Spec Sheet
- Manufacturers Certificate
- Test Report
- Visual Aids (USD)

SECTION 15 SITE PREPARATION

A level cement base is needed for the installation of equipment.

All pre-assembled units must be accommodated for with doors / openings to ensure units can be installed indoors.

Units not installed indoors require suitable cover of critical equipment.

EQUIPMENT	AMPS	CIRCUIT BREAKER	CABLE SIZE	CORE +E	CRIMPING LUGS	GLAND FOR MAIN CABLE	45 – 65mBAR PRESSURE GAUGE	8MM GAS HOSE	HOSE CLAMP	WATER CONNECT
AD50	25A	2 Pole	6mm ²	2 + E	-	1x20mm ² PVC	-	-	-	-
AD100	25A	2 Pole	6mm ²	2 + E	-	1x20mm ² PVC	-	-	-	-
AD200 (electric)	40A	3 Pole	16mm ²	4 + E	-	1 x steel to fit main cable + shroud	-	-	-	-
AD200 (gas)	20A	3 Pole	10mm ²	4 + E	-	1 x steel to fit main cable + shroud	✓	✓	✓	-
AD750 (electric)	160A	3 Pole	25mm ²	4 + E	5 x (25x8mm)	2 x steel to fit main cable + shroud	-	-	-	-
AD750 (gas)	20A	3 Pole	10mm ²	4 + E	-	2 x steel to fit main cable + shroud	✓	✓	✓	-
AD1500 (electric)	160A	3 Pole	25mm ²	4 + E	5 x (25x8mm)	2 x steel to fit main cable + shroud	-	-	-	-
AD2500 (electric)	160A	3 Pole	32mm ²	4 + E	5 x (32x8mm)	2 x steel to fit main cable + shroud	-	-	-	-
AD4500 (electric)	160A	3 Pole	32mm ²	4 + E	(32x8mm)	2 x steel to fit main cable + shroud	-	-	-	-
CD1500 (electric)	160A	3 Pole	25mm ²	4 + E	(25x8mm)	2 x steel to fit main cable + shroud	-	-	-	-
CD1500 (gas)	20A	3 Pole	10mm ²	4 + E	-	2 x steel to fit main cable + shroud	✓	✓	✓	-
CD1500 (biomass)	25A	3 Pole	10mm ²	4 + E	-	2 x steel to fit main cable + shroud	-	-	-	✓
SD10	-	-	-	-	-	-	-	-	-	-
SD20	-	-	-	-	-	-	-	-	-	-
SD50	-	-	-	-	-	-	-	-	-	-
SD250	-	-	-	-	-	-	-	-	-	-

SECTION 16 NOTES

Documents submitted must be completed accurately. This information will be reflected on all generated account and shipping documentation. Failure to provide this information will result in shipping delays, customs penalties and additional expenses for the Buyers account. Changes will not be accepted without proper consent and supporting documentation, submitted in writing to the Seller. Any changes requested only be actioned at an additional administration fee of R1500 excl. Courier charges.

All equipment quotations are strictly valid for a period of 30 days unless indicated otherwise.

Freight estimates and currency exchange rates, obtained by the Seller on behalf of the Buyer are valid for a period of 14 days and will be revised once the order has been confirmed.

Currency exchange rates will be amended accordingly and without notice based on current exchange rate negotiated with the Bank. This is NOT negotiable.

SECTION 17 ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Seller as to prospective performance of the goods, but has relied upon its own



inspection and investigation of the subject matter.

The parties declare that the laws of the Republic of South Africa shall apply to dispute relating to this agreement and agree to the jurisdiction of the Magistrate's Courts.

SELLER

BUYER



Authorised Signatory

Authorised Signatory

Catherine de Villiers-Burgers
Director

Print Name and Title



Reg. No. 1927/900382/07, VAT Reg. No. 4500121761

cath@dryersforafrica.co.za / 071 498 8436

Company Stamp

