



# Sales Agreement

Contract for the Manufacture and Sale of Goods - Rev 16 (applicable 1 December 2024)

## Section 1 - The Parties

This agreement is entered into between the Seller and the Buyer

(the 'SELLER')

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

A company registered and operating under the laws of the Republic of South Africa, with its office located at: 5 Kirschner Road, Bapsfontein, Kempton Park, 1510 (Google – Bronberg Road)

Registration No. 1927/900382/07

VAT Number: 4500121761

Represented by:

**Catherine de Villiers-Burgers (Director)**

(the 'BUYER')

## Organisation Name \*

Registered Name with Trading Name

## Individual Buyer Name

First Name

Last Name

## Physical Address \*

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

## Postal Address \*

Address

Address Line 2

City

State / Province

Postal / Zip Code

## Tax Identification No. \*

## Representative A Name \*

First Name

Last Name

## Representative A Email \*

example@example.com

## Representative A Phone Number \*

Please enter a valid phone number.

## Representative A Mobile Number \*

Please enter a valid mobile number.

**Representative B Name \***

First Name            Last Name

**Representative B Email \***

example@example.com

**Representative B Phone Number \***

Please enter a valid phone number.

**Representative B Mobile Number \***

Please enter a valid mobile number.

**Section 2 - Scope of Proposal**

The Seller has provided a proposal/quotation based on information supplied by the Buyer. Where information has not been adequately provided, the Seller shall not be liable for any production or processing inadequacies. Any changes to the proposal and/or equipment after finalisation will be billed accordingly. Quotations and any available discounts will be generated on current requirements and not for work or expansion at a future date.

**Do you confirm that you have read and understand Section 2? \***

Yes

**Section 3 - Equipment**

All quoted equipment or goods listed are manufactured on order unless the stock has been confirmed. The equipment has been sized, spec'd and manufactured according to information provided to the Seller by the Buyer.

**Physical Address where Equipment will be Installed \***

Street Address

Street Address Line 2

**Do you confirm that you have read and understand Section 3? \***

Yes

**Section 4 - Payment Terms and Conditions**

Payment terms can/will be negotiated on a case-by-case basis and can completed accurately below in Option 4 and must be adhered to.

Goods remain the property of the Seller until full settlement of the account.

User manuals, visual aids, and technical support will only be released/approved upon full settlement of the account.

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

Failure to settle outstanding accounts within the payment terms selected will result in interest at a rate of 7,5% per month or part thereof following the 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.

Interest incurred cannot be retracted and will form part of the new outstanding balance.

The quotations will be calculated in ZAR, USD or EUR with the current rates reflected and are liable to change without notice.

Goods will not be released for collection/dispatch unless the account has been settled in full.

**Option 1 \***

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

**Option 2 \***

Full payment in advance to execute this agreement.

**Option 3 \***

Deposit of 70% of the invoice value to execute this agreement and a Letter ofCredit for the final invoice balance with contactable bank representative information and applicable documentation on notice of intent to dispatch.Dispatch will only be actioned once payment has cleared.

**Option 4**

Pre-arranged payment terms approved by the Seller.

**Do you confirm that you have read and understand Section 4? \***

Yes

**Section 5 - Returns and 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.

Where a return is accommodated, additional items returned for any reason will incur a fee of 25% of the item value and will exclude freight fees.

Returns or refunds on equipment built to order are not available.

**Do you confirm that you have read and understand Section 5? \***

Yes

**Section 6 - Freight Services**

The Seller is registered as an exporter and importer within the Republic of South Africa.

Freight fees, exclusive of insurance and inspections, unless indicated otherwise, to the provided destination or closest, agreed alternative will be based on quotations received from logistic service providers. These quotations are liable to change without prior notice.

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 +27 68 631 2543 or via email to support@dryersforafrica.co.za.

**Collection of Equipment**

Ex-works – Johannesburg will be invoiced at a flat rate of R5000.00.

Buyer to submit the following documents before collection can be approved;

- A copy of the Buyer's passport and authorisation letter

**Delivery of Equipment**

A freight administration fee of 10% of the freight value will be added to the invoice for services rendered.

- Quotation for the complete delivery of the goods to the destination provided herein;
- Booking, routing and dispatch of the buyer's cargo;
- Preparation and management of shipping documentation, including documentation necessary to effect importation into the destination countries and release of cargo;
- Coordination with other buyer service providers in the importation process; and
- Such other tasks as may be reasonably necessary to effectuate the safe, expeditious, and efficient flow of buyers' imported goods and related documentation.

**Service Selected \***

Buyer will collect

Seller will deliver

**Clearing Agent and Account Manager**

Agency Name

Account Manager

**Clearing Agent Email**

## Clearing Agent Phone Number

Please enter a valid phone number.

## Clearing Agent Mobile Number

Please enter a valid phone number.

## Certification Required \*

- SADC Certificate
- Certificate of Value and Origin
- Manufacturer's Certificate
- None

## Do you confirm that you have read and understand Section 6? \*

Yes

### Section 7 - Delivery Schedule

Seller shall commence manufacturing within 1 week following receipt of Buyer's documentation pack. The Seller will complete such manufacturing and make the goods available for inspection at the Seller's factory on a date to be determined.

If the Buyer's inspection discloses defects or adjustments, the Seller shall have a reasonable time to correct such deficiencies and make such adjustments as necessary. Seller shall within 7 days of inspection cause the goods to be appropriately packaged and shipped to the address specified by the Buyer within the time frame of the cartage contractor.

The Seller shall include all expenses of packaging and preparations for shipment and the Buyer shall pay all costs of shipment, including insurance on both Seller's and Buyer's respective interests.

Waiving the inspections by the Buyer will be accepted as the final acceptance of the goods for shipment and no claims can be made thereafter.

Delivery is estimated at 4-8 weeks from receipt of the complete documentation pack and based on the order.

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.

Failure to submit the complete documentation pack will delay any manufacturing of the order. Work orders will only be started once the entire set has been received. **No exceptions.** Once the deposit has been paid, it is noted that the terms and conditions set out herein are agreed on by all parties and can be applied or referred to where necessary.

**Do you confirm that you have read and understand Section 7? \***

Yes

**Section 8 - Excuse for Nonperformance**

The Seller's obligations under this agreement are accepted subject to strikes, labour troubles (including strikes or labour troubles affecting any suppliers of the 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 because 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 agree that it will take all steps reasonably necessary, at its own expense to:

- to designate key individuals to perform its obligations hereunder;
- to provide periodic feedback where necessary;
- to fully cooperate with all reasonable requests for assistance; and
- to take such further steps and execute such further documents as may be reasonably necessary.
- 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, to address and resolve such problems, to avoid incurring additional expenses to both parties.

**Do you confirm that you have read and understand Section 8? \***

Yes

**Section 9 - Warranty and Guarantee**

Activated on notification of completion and goods are ready for collection/dispatch.

Warranty: 6 months for faulty materials and workmanship.

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

For warranty to apply, goods are to be positioned with appropriate cover to critical parts to ensure protection against the elements.

The warranty covers equipment used as instructed and within reason, safely and responsibly. If the unit is not maintained and serviced as required, the warranty is voided. All service and maintenance information must be documented using the service log provided.

It is the responsibility of the Buyer to clearly document the steps taken, maintenance or adjustments made, and any other activities related to the machine. Unauthorised activities will void the warranty.

Warranty claims are to be documented and submitted to support@dryersforafrica.co.za and must be reported immediately.

The warranty covers manufacturing defects only. Any faults arising from failure to maintain the equipment as per the guidelines provided are excluded.

The Seller reserves the right to inspect the equipment before accepting a claim.

Should investigations on causes reveal improper maintenance and operation, all costs will be charged to the Buyer.

Exclusions:

All electrical components including Programmable Logic Controller (PLC) damaged by under/over/lightning voltage, and normal wear and tear.

**Do you confirm that you have read and understand Section 9? \***

Yes

**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 the Seller, is an integral and key part of the assets and that the unauthorised use or disclosure of the Seller's confidential information would seriously damage the owner thereof in its business.

As a consequence of the above, the Seller and Buyer hereby agree that during the term of this agreement and thereafter Seller and Buyer shall not, directly or indirectly, allow:

- The use of any of the other party's confidential information; or
- To 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 under a court order; provided, 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 concerning it.
- The 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.

**Do you confirm that you have read and understand Section 10? \***

Yes

**Section 11 - Site Requirements**

Refer to the INSTALLATION READINESS GUIDE for details on power supply, travel arrangements and other requirements.

Failure to submit the completed IRG will cause a delay in installation and the departure of technicians.

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 Buyer 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 15m from the Buyer's distribution board to the equipment control panel.

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

Supply cable and installation thereof are not included unless specified.

**What electricity is available on site? \***

Grid supplied 220V single phase

Grid supplied 380V three phase

No electricity is available

**Do you intend to connect and operate the equipment using solar power?**

If Yes, provide full details of the solar system specifications

**Do you intend to connect and operate the equipment using mechanically generated power?**



**Do you intend to connect and operate the equipment using an alternative power source?**

If Yes, provide full details of the supply specifications

**Do you intend to connect to and operate the equipment using an alternative Liquid Petroleum Gas (LPG)?**

If Yes, provide full details of the supply specifications. Refer to the IRG for installation minimum requirements.

**Do you confirm that you have read and understand Section 11? \***

Yes

**Section 12 - Installation**

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 the account has been settled. Photographic confirmation is required and can be submitted via WhatsApp to +27 71 498 8436 or emailed to support@dryersforafrica.co.za.

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

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 the travel distance is more than 200km by car requires domestic flights (where available). Should these flights be unavailable, booking assistance will be required.

Transfer times in excess of 5 hours will require a layover. All quoted installation times will include travel time.

Undisclosed distances and/or travel requirements affecting the duration of the installation will be billed accordingly and will affect site times.

Technicians will not be dispatched until the completed Installation Readiness Guide (IRG) along with letters of invitation and any supporting visa application documentation, domestic travel arrangements,

proof of suitable and comfortable accommodation, and transfer arrangements have been received, the account settled and other requirements have been submitted.

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 Buyer's account unless indicated otherwise. 3 full meals per day are to be provided, including 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 calculated times will be penalised. **This is not negotiable.**

Inaccurate information provided in the Installation Readiness Guide will result in 'Tools Down' while incurring penalties until compliance is confirmed.

Travel time to and from the site and/or airport falls within the 8-hour limit. Additional time on site will be invoiced and settled without delay. Travel times between accommodation and site, more than 60 minutes (one way) must be disclosed. This will affect installation times.

Overtime rates on weekends will apply.

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

Only enclosed, roadworthy and safe passenger vehicles are to be utilised when transporting technicians, operated by licensed drivers with applicable insurance. Vehicle sharing impacting the technical team's ability to operate efficiently or delays, transfers etc. are not permitted. Take into account that the technicians travel with toolboxes and they need to be considered when scheduling transportation. ALL domestic transport costs are for the Buyer's account.

Equipment not at the final location at the time of arrival of the technicians, causing delays in the installation will be penalised. Delays affecting the duration of the stay will be billed accordingly.

Local labour for Buyers' account may be requested for certain tasks and will be communicated.

All required vaccinations have been administered to the technical team, including the COVID-19 vaccine.

### **Do you confirm that you have read and understand Section 12? \***

Yes

### **Section 13 - Training**

Training will be provided after technicians have installed and test the equipment.

The senior technician reserves the right to deny training during installation.

Distractions will cause delays in 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.

It is the responsibility of the Buyer to allocate able and responsible person/s for training.

### **Do you confirm that you have read and understand Section 13? \***

Yes

### **Section 14 - Maintenance and Spare Parts**

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 downtime should you have an electrical surge, physical damage or component failure.

Training on maintenance and troubleshooting is covered after the installation phase. It is the responsibility of the Buyer to allocate able and responsible person/s for training.

To ensure minimal downtime of equipment, Buyers should adhere to recommended levels of care. These include daily, weekly, monthly, and annual maintenance tasks, as well as proper operational practices.

The Seller will provide a user manual and USB with soft copies of relevant processing and maintenance information to be handed over on installation. This will assist with initial and recurrent training.

**It is the Buyers responsibility to ensure all operational staff have also read the material and viewed the videos.**

The Seller shall not be liable for any losses or damages resulting from the Buyer's failure to comply with maintenance requirements.

Buyer responsibilities include and are not limited to;

Specific maintenance and service obligations listed in the maintenance log, such as:

- Regular cleaning of filters, vents, and critical components.
- Routine inspections to identify wear and tear.
- Using approved replacement parts and consumables.
- Adhering to the maintenance schedule provided by the manufacturer.

**Do you confirm that you have read and understand Section 14? \***

Yes

**Section 15 - Technical Support**

**ALL** Service or Technical Callouts are to be submitted via email to support@dryersforafrica.co.za. Include a detailed description of the suspected problem, activities that are of concern and/or clear images.

A technician will contact you to discuss the next steps.

Once the service call has been converted to an open WhatsApp communication (group format) further discussions will result in a resolution or escalated to a callout.

Before a callout is confirmed, a detailed image file is to be submitted of the current dryer status.

No deviations or corrections of owner modifications or tampering will be corrected or addressed. **ANY** tampering or modifications will void any warranty or guarantees in place.

Should the submitted images not correspond with actual dryer status, Technicians have been instructed to stop all work and await further direction.

Costs for services callouts will be quoted and once payment has been cleared, arrangements will be made to dispatch the Technical Team.

Any additional fees for unplanned repairs or any deviation from the prearranged callout will result in an invoice for settlement before work continues.

Should the time lapse for repair and the technical team return to RSA or onward to another site, any costs to have the Technical Team redeployed will be for the Buyer's account.

Urgent callouts will be accommodated where possible and will be quoted accordingly.

**Do you confirm that you have read and understand Section 15? \***

Yes

**Section 16 - Service Level Agreement**

An SLA is not included in the quotation/proposal unless specified and is a separate agreement and is billed separately and does not form part of this agreement in any way.

The SLA outlines the levels of service expected for the purchased equipment and defines both parties' obligations to ensure optimal performance and minimal downtime.

**A. Scope of Equipment and Services**

An SLA covers the following:

a. Equipment

b. Services Provided by the Seller:

- Initial training on the operation and maintenance of the equipment
- Warranty coverage for manufacturing defects during the warranty period
- Technical support for troubleshooting and repairs
- Preventative maintenance services (if included)

c. Exclusions:

- Damage or faults caused by improper maintenance, unauthorised modifications, or external factors such as power surges.

**B. Responsibilities**

**Seller's Responsibilities**

The Seller agrees to:

- Provide the Buyer with a detailed operation and maintenance manual.
- Conduct initial setup and commissioning of the equipment.
- Respond to warranty claims within [timeframe, e.g., 48 hours] of notification.
-

- Offer replacement parts and consumables for purchase during and after the warranty period.
- Provide technical support via phone or email during official Seller business hours.

#### Buyer's Responsibilities

The Buyer agrees to:

- Operate the equipment according to the guidelines provided in the user manual.
- Perform routine maintenance as outlined in the maintenance schedule.
- Maintain a record of all maintenance and servicing activities.
- Use only authorised parts, accessories, and consumables.
- Report any issues promptly and provide evidence, including photos or videos, where applicable.
- Allow Seller's representatives access to inspect the equipment, if required.

### C. Maintenance Obligations

#### Routine Maintenance

The Buyer is required to perform daily, weekly, and monthly maintenance as specified in the operation manual. Failure to comply with these requirements may void the warranty.

#### Professional Servicing

The Buyer must engage a certified technician for:

- Seasonal or Annual inspections.
- Repairs requiring expertise beyond routine maintenance.

#### Maintenance Records

The Buyer must maintain detailed logs of all maintenance activities. These logs must be made available to the Seller upon request.

### D. Service Levels and Response Times

#### Response Times

The Seller will adhere to the following response times:

Critical Issues (e.g., equipment not operational): Response within 24 hours.

Major Issues (e.g., reduced performance): Response within 48 hours.

Minor Issues (e.g., cosmetic defects): Response within 72 hours.

#### Resolution Time

The Seller will strive to resolve issues within 5 business days after initial response, subject to parts availability and other constraints.

**Do you understand that a Service Level Agreement does not form part of this agreement? \***

Yes

**Do you confirm that you have read and understand Section 16? \***

Yes

### Section 17 - Additional

Documents submitted must be completed accurately. This information will be reflected on all generated accounts and shipping documentation.

Failure to provide this information will result in shipping delays, customs penalties and additional expenses for the Buyer's 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 R2500 excl. Courier charges.

All quotations are strictly valid for 30 days unless indicated otherwise.

Freight estimates and currency exchange rates, obtained by the Seller on behalf of the Buyer are valid for 14 days and will be revised once the order has been confirmed. **This is not negotiable.**

The Buyer agrees that it has not relied upon any representations of the Seller as to the prospective performance of the goods, but has relied upon their own inspection and investigation of the subject matter and conducted all necessary research to their satisfaction.

The parties declare that the laws of the Republic of South Africa shall apply to a dispute relating to this agreement and agree to the Jurisdiction of the magistrate's courts.

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

**Do you confirm that you have read and understand Section 17? \***

Yes

**Buyer Representative Name \***

First Name

Last Name

**Date \***

Month Day

Year

**Time \***

Hour Minutes

**Seller Representative Name**

First Name

Last Name

**Date**

Month Day

Year

**Time**

Hour Minutes