

Fire Trucks For Africa Pty Ltd

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Quotation, Sale and Warranty - Terms and Conditions:

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1. ACCEPTANCE OF PURCHASE ORDERS AND ORDERS

Sales of any goods or any related services (collectively, "Products") referenced in Customer's written order or Purchase Order to Supplier is expressly conditioned upon the terms and conditions set forth below. Other than as specifically provided in a separate written agreement between Supplier and Customer, any additional or different terms specified or referenced in Customer's Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of Supplier. These terms and conditions represent the entire agreement between the Customer and Supplier pertaining to the subject matter of the Order and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order or order placed by Customer shall be deemed accepted unless or until Supplier issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Order shall be subject to acceptance by an authorized representative of the Supplier.

2. PRICING, TAXES

2.1. The price set for in Supplier's Quotation ("Price") is in United States Dollars, (unless otherwise stated). Nothing set forth in Customer's Order or PO shall modify or amend the quoted prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by Supplier prior to the Purchase Order.

2.2 The prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes").

3. PACKAGING, SHIPPING

3.1 Supplier shall pack all Products in accordance with its standard commercial practices. If a Customer has any special shipping or handling requirements, the customer shall notify Supplier in a timely manner regarding any such special requirements, and Customer shall be responsible for any increase in cost to pack the Order.

3.2 Where the price quoted does not include any shipping or handling charges, the customer shall incur both the cost and the risk for bringing or shipping the products to the final destination. Supplier shall notify Customer when the articles are available at Supplier's facility (or sub suppliers' facility) for pickup and Customer shall be responsible for arranging to have the articles picked up from Supplier's facility, (or sub-contractors' facility), and for completing any export documentation and clearing the order through Customs.

3.3 In the event that the supplier has quoted the buyer on shipping the order, the destination shall be clearly identified in the Purchase Order and the cost noted on the PO. The Incoterms of shipping will also be agreed upon and noted. Supplier takes no responsibility for delays in loading at ports, port operation delays and shipping delays, and any unforeseen shipping circumstances.

3.4 In the absence of specific instructions from buyer, Supplier shall select the carrier and, at its discretion, but shall not be deemed to have assumed any liability in connection with the shipment, nor shall the carrier be construed as an agent of Supplier.

4. DELIVERY, TITLE, AND RISK OF LOSS

4.1 The supplier's quoted delivery schedule and lead times represents its best estimate and is based on current schedules and workload. Supplier shall have no liability for delays, or any damages or losses sustained by Customer because of such estimate not being met.

4.2 Unless otherwise agreed to by Supplier in writing, delivery shall be deemed to have occurred EXW. If the Customer fails to pick up the Products within two (2) weeks after being notified the goods are ready, Supplier reserves the right to put the articles in storage and charge the Customer storage costs, unless otherwise agreed.

4.3 Title and liability for loss or damage to the Products shall transfer from Supplier to Customer upon collection EXW by the customer, or on delivery of the Products at FOB, if these are the delivery terms agreed.

5. PAYMENT

Customer shall pay final payment for all Products when customer is notified goods are ready EXW, or date services performed, (unless otherwise agreed) within 14 days from the date of Supplier's final invoice. Payment shall be deemed to have been made when payment is received by an electronic transfer in Supplier's bank account. No goods will be shipped or released until final payment is received into the supplier's nominated bank account (unless otherwise agreed). Supplier reserves the right to assess interest on any late payments from the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month compounded monthly, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by Supplier in the collection of late payment. In addition to any remedies under law, Supplier may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. Supplier may require an advance payment or milestone payments prior to beginning performance of the Order. Supplier may require Customer to obtain a letter of credit for international orders. All payments hereunder shall be paid without any deductions, set-off, or counterclaims including for any Taxes.

6. FORCE MAJEURE AND EXCUSABLE DELAY

6.1 Supplier shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to:

(a) Customer, including omissions or failure to act on the part of Customer or its agents or employees;

(b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization;

(c) Causes beyond Supplier's reasonable control, including severe accidents at Supplier's plant, unforeseen production or engineering delays or inability of Supplier or its vendors to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of Supplier, which by the exercise of due diligence and reasonable effort, Supplier would not have been able to foresee, avoid or overcome.

6.2 Supplier shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either event should occur, Supplier's period of performance shall be extended for a period equal to the duration of either event. If the excusable delay or Event of Force Majeure extends more than six months, Supplier and Customer may mutually agree to terminate the Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay Supplier for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated Order or portion thereof that Supplier and Customer agreed to terminate.

7. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided herein, these Terms and Conditions are for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

8. WAIVER

If either party, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

9. SEVERABILITY

If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

10. CONSEQUENTIAL DAMAGE AND LOSS

In no event whatsoever, including negligence, shall Fire Trucks for Africa Pty Ltd be liable for any special, consequential, incidental or exemplary damage foreseeable or not. This shall include not being liable for loss of profit, revenue, use of goods or products, use of any associated goods or products, damage to associated equipment, cost of capital, costs of temporary solutions, facilities, downtime or claims of clients of the purchaser for such damages. Should the purchaser be 'on selling' the goods, products or

services the purchaser the purchaser shall obtain from that third party a provision affording Fire Trucks for Africa Pty Ltd the protection for this clause.

11. CANCELLATION

In the event of the cancellation of all or any part of an order, a cancellation fee of 10 (ten) % (handling fee), or the total amount of our out-of-pocket expenses (whichever is the greater) will apply.

12. PERFORMANCE AND RETENTION BONDS

Unless otherwise stated, no provision is made for performance and/or retention bonds, or for the costs to establish these. The quoted prices are net and payable in full within the times and terms stated.

13. WARRANTY

No warranty is offered on *used/preowned vehicles and equipment* and sold 'as is' (unless otherwise stated).

For new vehicles supplied, Supplier warrants that the Products manufactured by Supplier (and its sub-contractors) shall be free from defects, including latent defects, in material and workmanship under normal use and service when operated in accordance with Supplier's/manufacturers operating instruction for twelve months, (or for a period as stated on the quote/agreement), from shipment for Products (unless otherwise agreed). Supplier's obligation and Customer's sole remedy under the Warranty shall be limited to, at Supplier's option, the repair or replacement of the nonconforming warranted Product, or any part thereof. The warranty covers the supply of replacement parts, or repair of parts, that fall under warranty and includes the cost of sending the new parts to the nearest suitable town/city in the country where the vehicle is stationed. Delivery of parts to a remote site of the vehicle will be considered, if reasonably accessible for courier/delivery services. It is at the Suppliers discretion whether to send the parts air freight or sea freight. (Sending parts internationally takes place when there is no agent represented in the country covering the warranty locally, or parts are not available locally). If it is deemed a part can be repaired, it will be the responsibility of the buyer to have the part removed and shipped to the supplier for repair, and have the part shipped back from the supplier and re fitted. If there is an OEM agent in the country that covers the warranty on the supplied truck Chassis Cab, then it is at that agent's discretion how the warranty claim is handled.

13.1. WARRANTY INCLUSIONS AND EXCLUSIONS

The warranty is covered under 2 separate sections, the OEM Vehicle Chassis Cab, and the superstructure and equipment.

13.1.1 Warranty for OEM (Original Equipment Manufacturer) in relation to the Truck Chassis and Cab -

If a warranty is offered, the chassis, cab and driveline fall under warranty. This could be covered by the vehicle OEM if there is an agent present in the country that the vehicle is exported to, or the supplier may offer to cover the warranty. The warranty applies only to components that form part of the original vehicle chassis, cab and driveline specification as manufactured and supplied. (the superstructure is covered separately). Any part or component replaced under warranty is also warranted to be free from any defects in material and/or workmanship until the original vehicle warranty period or mileage limitation has expired. The Supplier, Fire Trucks for Africa Pty Ltd, takes no responsibility for checking or confirming that there are agents for the vehicle brand/make in the country the vehicle is exported to and located.

For vehicles (Chassis Cabs) manufactured and supplied from China: Warranty is 12 months from date of shipping (unless otherwise agreed). The warranty applies only to components that form part of the original vehicle chassis, cab and driveline specification as manufactured and supplied. If there is no local agent present in the country the vehicle is located, i.e. Chassis cab warranty is not covered locally, then warranty support will be from China and be in the form of:

The supplier will repair or replace nonconforming warranted product, or any part thereof. The warranty covers the supply of replacement parts, or repair of parts, that fall under warranty. Costs are not included for inspections and reports to ascertain if it is a warranty claim. Labour/technician costs are not included for removal and fitting back of parts. At the supplier's discretion, they may choose to cover the local Labour costs of changing/removing and refitting, or repairing the part, at reasonable cost, conducted by a local tradesman or representative, and provided there is adequate facilities available to conduct the work at no additional cost, and there is availability of workshop premises, and any necessary general workshop equipment required.

The warranty includes the cost of sending the new parts to the nearest suitable town/city in the country where the vehicle is located. Delivery of parts to a remote site of the vehicle will be considered, if reasonably accessible for courier/delivery services. It is at the Suppliers discretion whether to send the parts 'air freight' or 'sea freight'.

For vehicles (Chassis Cabs) supplied from Turkey, UAE and Europe: The chassis, cab and driveline generally fall under warranty, but is not always the case with exported vehicles. The warranty could be covered by the vehicle OEM if there is an agent present in the country that the vehicle is exported to. If there is a warranty applicable, the warranty applies only to components that form part of the original vehicle chassis, cab and driveline specification as manufactured and supplied. (the superstructure is covered separately). Any part or component replaced under warranty is also warranted to be free from any defects in material and/or workmanship until the original vehicle warranty period or mileage limitation has expired.

Depending on the Chassis brand supplied, for example Mercedes Benz, Iveco, Renault, Toyota and MAN, it is at the discretion of the buyer to check if there is a local agent that will cover the warranty locally, and for what period/mileage etc. For export vehicles, it is not always guaranteed that warranties on the truck chassis cab will be offered by local agents of vehicles imported and not purchased through the local agents. On occasions, a warranty can be purchased locally from an agent if there is representation in the country. The Supplier, Fire Trucks for Africa Pty Ltd, will endeavor to offer support when parts are required, and on occasions, our truck chassis suppliers may offer a limited international warranty for exported vehicles. Fire Trucks for Africa will notify the buyer, to the best of their knowledge, when warranty support is offered internationally for a particular brand of vehicle by the vehicle chassis cab supplier. The Supplier, Fire Trucks for Africa Pty Ltd, takes no responsibility for guaranteeing support from local agents in the country the vehicle is exported to and stationed.

The warranty, if applicable and offered, may include the cost of sending the new parts to the nearest suitable town/city in the country where the vehicle is located. Delivery of parts to a remote site of the vehicle will be considered, if reasonably accessible for courier/delivery services. It is at the Suppliers discretion whether to send the parts 'air freight' or 'sea freight'. Costs are not included for inspections and reports to ascertain if it is a warranty claim. The buyer must conduct the necessary inspections and reports.

13.1.2 Warranty in relation to Superstructure and/or ancillary equipment -

The Superstructure is warranted separate to the chassis cab against defects in materials and craftsmanship for a period of 12 months (unless otherwise stated). If a defect in the superstructure or warranted equipment occurs, which includes the fire pump system, the supplier will replace or repair the part/structure free of charge. Costs are not included for inspections and reports to ascertain if it is a warranty claim. Labour costs are not included for removal and fitting back of parts if the vehicle cannot be returned (at the buyer's expense), to the supplier's facility, or supplier's nominated agent. At the supplier's discretion, they may choose to cover the Labour costs of changing/removing, or repairing the part/structure, at reasonable cost, conducted by a local tradesman or agent.

With regards to equipment supplied within the superstructure, the warranty, if applicable, will be covered by the OEM of the specific equipment in question.

14. WARRANTY EXCLUDED ITEMS -

14.1 Any additional added to the vehicle after delivery that are not approved.

14.2 The replacement of normal service items such as oils, filters, wiper-blades and top-up fluids.

14.3 Items such as, but not limited to, friction items such as brake linings, brake pads, brake drums, brake discs plus clutch components including plate/disc, cover and release bearing, and batteries.

14.4 Wear items such as shocks, suspension, exhaust system. Consumable items such as tubes, fuses, relays, bulbs, belts, hoses, filters, gaskets and the like. Windscreen, windows, headlights, taillights, lenses or any other plastic or glass on the vehicle. Interior upholstery. However, these parts and materials may be replaced free of charge within the warranty period in case of any manufacturing defects.

14.5 Routine adjustment or replacement made necessary by fair wear-and-tear and/or normal usage.

14.6 The breakage or scratching of any glass after delivery to the customer.

14.7 Tyres are consumable items excluded from warranty. Puncture repairs are also excluded.

14.8 Indirect expenses - such as payments/costs arising from losing use of a vehicle during warranty repairs, accommodation, car rental and other travel costs are excluded from the warranty.

14.9 Replacement vehicles.

14.10 No liability is accepted for any economic loss of any nature (direct or indirect) or any consequential losses howsoever arising.

14.11 In the case where a vehicle cannot be returned to the supplier, or their representatives, at the cost to the buyer, Labour costs for removing and re fitting parts, workshop hire/use, tool hire, equipment hire/use are not included (unless agreed upon by supplier).

14.12 Failures because of the use of unauthorized fuels or incorrect specification oils and/or fluids.

14.13 Failure through contamination of fuels, fluids and/or foreign matter ingress.

14.14 Wheel alignment, balancing or geometry.

14.15 Adjustments of headlamps, any cables and/or brakes etc.

14.16 Auxiliary/ancillary equipment fitted after delivery.

14.17 Damage due to accidents, misuse or modification.

Accidents, damage from objects striking the body, vehicle misuse such as driving over kerbs, overloading, and modifications such as performance enhancement are not included and may invalidate your warranty.

14.18 Paint – surface corrosion on cab panels caused from defective materials or workmanship is covered for 12 months. Any corrosion due to impact damage, chips, surface abrasion etc is not covered. No warranty is provided for the paint applied to the chassis or chassis components.

14.19 Environmental damage - from conditions such as sea air (corrosion), hail, wind, and lightning are excluded from warranty.

14.20 Tightening of U bolts and superstructure mounting points, or failure to inspect and tighten, damage resulting failure to report and resolve recognized warranty issue, damage that resulted from salt, sand, road debris and weathering, removal and remounting of the body by other than the factory, transportation to/from the factory.

14.21 Severe off-road use or twisting. Severe corrugated road use.

15. CONDITIONS OF WARRANTY

15.1 The vehicle must be regularly maintained in accordance with the manufacturer's recommendations, using genuine parts or parts of matching quality. All routine services, corrosion inspections, and relevant parts replacements must be carried out according to the Service Schedule for the vehicle at the prescribed intervals. Proof of this will be required.

15.2 The defect must not be caused using non-genuine parts or parts not of matching quality fitted to the vehicle or caused by the poor workmanship of a non-Authorized Repairer.

15.3 The defect must not be caused by overloading.

14.4 The defect is not due to normal wear-and-tear or deterioration and corrosion which can occur during normal usage.

15.5 The defect is not a result of an accident.

15.6 The defect is not due to abuse, neglect, vandalism or modification that are not approved. Damages and damages resulting from the use by untrained, unauthorized, unqualified persons.

15.7 The defect is not due to circumstances exposing the vehicle to undue risk or operating conditions.

15.8 The defect is not due to acts of God, riots, civil commotion, earthquakes or abnormal weather conditions.

15.9 The defect has not been caused by incorrect or poor-quality fuel. The fuel used must be of a suitable quality.

15.10 The defect must not be caused by extreme weather temperatures like extreme heat, or freezing/frozen water inside the pump, pipes, valves and water tanks.

15.11 Fire Trucks for Africa Pty Ltd will not be responsible for any incidental or consequential damage.

Such excluded damages include but are not limited to:

Loss of use, replacement truck rental fees, lost time, lost pay, loss of income, loss of revenue, property damage, damaged cargo, loss of cargo, towing costs, hotel related costs, transportation of the vehicle to and from a dealer or suppliers premises for repair and any other forms of commercial economic damages.

16. WARRANTY CLAIM – REQUIRED PROCESS

Customer shall provide prompt written notice of the Product's failure within the Warranty period.

Customer will arrange the necessary inspection and report of the failure and provide it to the supplier for evaluation.

Photographs/video and report of the alleged defect and all pertinent surrounding areas.

Serial Number/Chassis number (if applicable) and Date of Sale.

Submit a detailed explanation via email to info@firetrucks4africa.com.

Fire Trucks for Africa Pty Ltd approves or disapproves the repair work for warranty coverage, by email

If warrantable, Fire Trucks for Africa Pty Ltd will initiate the process of sending the required part/parts within a reasonable time frame. At discretion of supplier to airfreight or sea freight the part, depending on the part required.

No Warranty Claims will be considered without a full report and photographs.

WITH THE EXCEPTION OF THE EXPRESS WARRANTIES CONTAINED HEREIN, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY.

17. PROPRIETARY INFORMATION

For the term of Customer's Purchase Order/order, Supplier and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked "Confidential" or "Proprietary" and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided or destroyed by Recipient at Owner's direction. Neither Supplier nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either

granted or implied by the conveying of Proprietary Information to such party. No use of any Supplier trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of Supplier. Any Supplier mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of Supplier. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. The confidentiality obligations herein shall survive for a period of five years after expiration of the Order.