

## TERMS AND CONDITIONS OF SALE

### 1. INTERPRETATION

1.1 In these Conditions:

"Buyer" means the person; company or retailer whose order for the Goods is accepted by the Seller;

"Seller" means Bobo Motorhomes cc t/a Motorhome-World (registered in South Africa, CK 2001/070787/23) and/or Fiamma Southern Africa CC (registered in South Africa, CK 2008/054077/23)

"Goods" means any manufactured motorhome and/or caravan, including and/or excluding any after market products for the motorhome and/or caravan, or any other products or services offered by the Seller.

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) including any special terms and conditions agreed in Writing between the Buyer and Seller;

"Contract" means the contract for the purchase and sale of the Goods,

"Writing" and includes telex, cable, facsimile transmission, E-mail and comparable means of communication provided that any communication by facsimile transmission shall be follow by a hard copy thereof sent by post.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted extended the relevant time.

1.3 The heading in these Conditions are for convenience only and shall not affect their interpretation.

1.4 The term and conditions contained in this conditions of sale, shall constitute the entire agreement between the Seller and Buyer and no variation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both the Seller and Buyer in writing.

### 2. BASIS OF SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer which is accepted by the Seller, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the Seller.

### 3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorized representative. The customer must place orders with the Seller in Writing.

3.2 The customer must place orders with the Seller by letter, fax or e-mail.

3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements.

3.4 No order which has been accepted by the Seller may be canceled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

3.5 Any cancellation of a motorhome, caravan and/or Goods orders or returns are subject to a minimum 10% cancellation fee. Any cost made by Motorhome-World for a particular order will be deducted from a deposit where received. Where a deposit has been received by the Seller for the securing of a chassis / manufacturing slot, this will show that the client has deemed to have accepted the terms and conditions as set out in this document. This deposit is also subject to the above mentioned cancellation fee.

3.6 For Dethleffs orders and deposits received, The ordered Dethleffs unit is specially ordered, manufactured and imported by Motorhome-World for the client. Upon a cancellation received, the client will only be refunded the deposit after the unit has been sold to a third party. This deposit is still subject to above conditions as described in item 2.1.

3.7 Only Goods returned undamaged and in original packaging with be accepted as returns

### 4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the price listed in the Seller's price list current at the date of acceptance of the order.

4.2 The price for the Goods does not include the price of carriage and at the Buyer's request the Seller shall arrange for delivery of the Goods to such premises as the Buyer may require subject to such charge for transport, packaging and insurance as the Seller may specify.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

### 5. TERMS OF PAYMENT

5.1 The Buyer of a motorhome and/or caravan must pay an deposit as negotiated between the Seller and the Buyer before any manufacturing of the aforementioned will start.

5.2 The Buyer shall pay the full outstanding price of the Goods, that exclude the deposit in the case of a motorhome and/or caravan (without any deductions) before the date of delivery for the goods. The Buyer shall pay the price of the Goods (without any deductions) within 30 days of the date of the Seller's invoice if the Seller granted credit facilities with the Buyer, if not, the Buyer must furnish payment before or on the delivery of goods, notwithstanding that delivery may not have taken place. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 Payment will be done by transferring cash or making electronic (Internet) payments into the Sellers bank account. For motorhomes and/or caravans, only Cash transfers, electronic (Internet) payments or Bank guaranteed cheques are accepted as form of payment for deposits or any other payments.

5.4 The Seller shall be entitled to recover the price of the Goods (plus value added tax) notwithstanding when the property in the Goods has not passed to the Buyer.

5.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.6.1 cancel the Contract or suspend any further deliveries to the Buyer,

5.6.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.6.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per month above Standard Bank (Pty)Ltd base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

**5.7 If the Buyer has an approved credit facility with the Seller those terms and conditions of that agreement will supersede this contract.**

### 6. DELIVERY

6.1 Collection of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the seller, by the seller delivering the Goods to that place with a delivery fee without any risk of loss and/or damage to any goods shall pass the seller. The Buyer must inform the Seller of the necessary insurance available for the transport of goods.

6.2 If the Seller does not have sufficient stock of the goods which are ordered by the customer, unless the customer cancels its order in writing, the goods will be available as soon as the Seller receives the stock thereof.

6.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods for reasons beyond its control. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is accordingly liable to the Buyer,

the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instruction at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, may:

6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.5.3 the deposit made to purchase the goods will be forfeited and/or the Buyer will only be reimbursed against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

### 7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 In the case of Goods to be delivered at the Buyers premises, at any time when the Seller notifies the Buyer that the Goods are available for collection ; or

7.1.2 in the case of Goods to be delivered otherwise than at the Buyers premises, at the time of actual delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property and shall arrange for the Seller's interest to be noted on all relevant insurance policies. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall hold the proceeds of sale of the Goods, and proceeds of any insurance claim, on trust for the Seller shall keep all such proceeds separate from any moneys or property of the Buyer and third parties in a separate bank account clearly denoted as an account containing monies deposited for the benefit of the Seller by the Buyer acting in a fiduciary capacity.

7.4 Until such time as the property of the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so immediately, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossesses the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way change by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

### 8. WARRANTIES AND LIABILITY

8.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. All other warrants, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law; unless any such warrants were issued to the Buyer in writing.

8.2 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

8.3 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

8.3.1 Act of GOD, explosion, flood, tempest, fire or accident

8.3.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition

8.3.3 acts restrictions, regulations by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;

8.3.4 import or export regulations or embargoes

8.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party)

8.3.6 difficulties obtaining supplies

8.3.7 power failure or breakdown in machinery

### 9. INSOLVENCY OF BUYER

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession of or a receiver is appointed over any of the property against the Buyer; or

9.1.3 a winding up petition (if a company) or a bankruptcy petition (if an individual) is presented against the Buyer; or

9.1.4 the Buyer ceases, or threatens to cease, to carry on business or

9.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding and previous agreement or arrangement to the contrary.

### 10. GENERAL

10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

10.4 The Contract shall be governed by the laws of South Africa and any dispute arising under or in connection with these Conditions or the sale of the Goods shall be subject to the jurisdiction of the South African courts.

10.5 If the goods are returned or repossessed by the Seller, it shall be entitled to dispose of same in such manner and on such terms and conditions as it may in its sole discretion determine.

10.6 The Buyer undertakes to notify the Seller in writing of any changes of address of its principal place of business and/or registered office (where applicable). The Buyer chooses as its "domicilium citandi et executandi" for the service of all letters; notices; accounts; summonses and the like at the physical address being the physical place of business aforserefered to.