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Terms and Conditions

TERMS AND CONDITIONS OF SALE As used below, the word "Equipment" means all equipment, machinery, accessories, attachments, spare or replacement parts, tools, supplies,

merchandise, or goods that are the subject of the parties' transaction.

QUOTATIONS. All quotations are made for immediate acceptance and are subject to withdrawal, change and prior sale of disposition without notice.

ACCEPTANCE. Sale of any equipment by Abel Equipment / Laserxpress is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of

intent to purchase equipment or services, or any direction to proceed with engineering procurement, refurbishing, or shipment, will constitute assent to said terms and conditions

and a representation that the Buyer is solvent. All new equipment must have a signed off acceptance drawing approved by the customer accompanying an order/payment. Any

additional or different terms or conditions set forth in any such communication from the Buyer are hereby objected to by Abel Equipment / Laserxpress and will not be effective or binding unless assented to in a writing signed by an authorized Abel Equipment / Laserxpress representative. If there is any inconsistency between this document and the terms of a purchase order, the terms and conditions of this document will prevail. All equipment must be checked immediately upon receipt of the equipment and accepted to be correct. If not correct, to be returned prior to use immediately.

PAYMENT. Unless otherwise stated in writing by Abel Equipment / Laserxpress full payment in RSA Rands is due before shipment and deposits are non-refundable. A three (3) month window from deposit is allowed until immediate cancellation is effective and product will be sold to recoup loss.

TAXES. Prices are stated in Rands and do not include any VAT, which are in addition to the purchase price and must be paid by the Buyer. All foreign duties and taxes are the responsibility of the Buyer. Unless Buyer furnishes Abel Equipment / Laserxpress with a tax exemption certificate, Buyer will pay to Abel Equipment / Laserxpress any tax on the Equipment or the Equipment's use, however designated, levied or based by any taxing authority, whenever Abel Equipment / Laserxpress must pay the tax for the Buyer according to applicable law.

SHIPMENT. Unless otherwise agreed in writing by Abel Equipment / Laserxpress and Buyer, all crating, skidding, rigging, customs, freight, and insurance charges are the responsibility of the Buyer. Unless otherwise stated in Abel Equipment / Laserxpress invoice or revised invoice, shipment will be F.O.B. Location of Equipment, with all risks of loss and damage passing to the Buyer upon delivery of the Equipment to the common carrier.

WARRANTY. All equipment supplied comes with a specified warranty. The warranty is against faulty workmanship and/or material failure. Fair wear and tear, mechanical damage and abuse excluded. Under no circumstances may any repairs be carried out without prior written consent as this will void the warranty.

HYDRAULIC EQUIPMENT INSTALLATION. Where any Equipment supplied by Abel Equipment / Laserxpress includes hydraulic components, systems, attachments, modifications, or fitments, the Buyer shall ensure that all hydraulic installation, fitment, commissioning, repairs, alterations, and maintenance are carried out exclusively by a contractor, technician, or company that is an accredited member in good standing of the South African Fluid Power Association (SAFPA). The Buyer acknowledges that hydraulic systems involve specialised technical and safety requirements and agrees that any hydraulic work performed by a person or entity that is not SAFPA accredited shall be entirely at the Buyer's risk. Any damage, loss, malfunction, personal injury, death, or property damage arising from or related to hydraulic installation, fitment, modification, repair, or maintenance performed by a non-SAFPA accredited person or entity shall not be the responsibility of Abel Equipment / Laserxpress. Failure to comply with this requirement shall immediately render any warranty relating to the hydraulic components, systems, attachments, or associated Equipment null and void. The Buyer further agrees to indemnify and hold harmless Abel Equipment / Laserxpress from and against any claims, losses, damages, liabilities, costs, or expenses arising directly or indirectly from any hydraulic work not performed by a SAFPA-accredited contractor, technician, or company.

DISCLAIMER OF WARRANTIES. USED EQUIPMENT IS SOLD "AS IS" AND ABEL EQUIPMENT / LASERXPRESS NEITHER MAKES NOR ASSUMES ANY WARRANTY, WHETHER STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, EXPRESS, OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT, NEW OR USED, OR WITH RESPECT TO THE MERCHANT ABILITY OR FITNESS OF SUCH EQUIPMENT FOR ANY PURPOSE OR ANY OTHER WARRANTIES, UNLESS ABEL EQUIPMENT / LASERXPRESS HAS SO PROVIDED IN WRITING. ABEL EQUIPMENT / LASERXPRESS DOES NOT WARRANT THAT SUCH EQUIPMENT CONFORMS WITH ANY PLANS OR SPECIFICATIONS OF BUYER OR OTHERS OR MEETS ANY REQUIREMENTS OF ANY COUNTRY, FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR ORDINANCES PERTAINING TO SAFETY OR INSURANCE REQUIREMENTS, AND THERE IS NO OBLIGATION OF ABEL EQUIPMENT / LASERXPRESS AS TO CONFORMITY OF THE EQUIPMENT. **BUYER'S RESPONSIBILITY AND INDEMNITY.** BUYER ACKNOWLEDGES THAT IT WILL BE RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT PURCHASED FROM ABEL EQUIPMENT / LASERXPRESS IS INSTALLED AND OPERATED IN A PROPER AND SAFE MANNER. BUYER ALSO ACKNOWLEDGES THAT IT MAY HAVE TO INSTALL OR CHANGE GUARDS, SAFETIES, WARNINGS OR OTHER COMPONENTS TO ENSURE THAT THE EQUIPMENT WILL CONFORM TO ALL LAWS, REGULATIONS, ORDINANCES, CODES, INSURANCE REQUIREMENTS AND INDUSTRY STANDARDS. AS OF THE DATE OF DELIVERY OF THE EQUIPMENT TO THE COMMON CARRIER, BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ABEL EQUIPMENT / LASERXPRESS AND ITS AFFILIATES FROM AND AGAINST ALL SUITS, CLAIMS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF INVESTIGATION), FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ("LOSSES") ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH, THE EQUIPMENT, OTHER THAN LOSSES THAT RESULT FROM CLAIMS ARISING PRIOR TO DELIVERY OF THE EQUIPMENT TO THE COMMON CARRIER. **LIMITATION OF ABEL EQUIPMENT / LASERXPRESS LIABILITY.** ABEL EQUIPMENT / LASERXPRESS LIABILITY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER, AND UNDER NO CIRCUMSTANCES WILL ABEL EQUIPMENT / LASERXPRESS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ABEL EQUIPMENT / LASERXPRESS'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THE AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. NECESSARY DOCUMENTS AND GOVERNING LAW.