

FTS Tanks (Pty) Ltd Standard Terms and Conditions:

Sales, Repairs, Erecting of any of its Tanks:

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A. General Conditions

1. All business undertaken by FTS tanks (Pty) Ltd in terms of any Agreement is subject to these terms and conditions.
2. If there is a conflict between a term of any Agreement and a provision of these terms and conditions, or if a provision of any other agreement binding FTS tanks (Pty) Ltd is irreconcilable with the provisions of these terms and conditions, the provisions of these terms and conditions enjoy preference as if same is to be substituted for the conflicting provision in the envisaged other Agreement.
3. Pursuant to entering into any Agreement with FTS tanks (Pty) Ltd the other contracting party/client accepts that the provisions of these terms and conditions specifically form part of the terms of any such agreement, whether such agreement is written, oral, partly written and partly oral, tacit or implied on acceptance of the quote or invoice issued by FTS Tanks.
4. All quotes regardless of the products offered by FTS tanks (Pty) Ltd, will specify all inclusions (bolts, nuts, fittings) and exclusions of all the relevant products, parts and services to be provided for that specific order or contract.
5. All quotations are formulated on information provided by the customer. FTS tanks (Pty) Ltd reserves the right to withdraw from any agreement without recourse to FTS tanks (Pty) Ltd, to which the client irrevocably and unconditionally consents, or to renegotiate a quotation if; FTS tanks can demonstrate a change in input costs or actual site conditions differ materially to those which the client set out and on which basis the quotation was originally formulated.
6. All quotations are open for your acceptance for a period of 21 (Twenty-one) days from the quotation date, subject to Extreme Exchange Rate or exceptional unforeseen circumstances. Acceptance of a quotation after the expiration of the aforesaid period may take place subject to verification by FTS Tanks. Quotations pricing is valid for 21 days from the date of the quotation issued. Payment of a deposit or the signed sales order will constitute acceptance.
7. Acceptance of our quotation and terms & conditions, are automatically accepted by FTS tanks (Pty) Ltd and require to be accepted by the customer and any other contracting parties, before manufacturing or installation can commence, which is subject to same.
8. On-site assembly, commissioning, and Installation where applicable will be done in a safe and concise manner as set out by the OSH Act (85 of 1993) and FTS tanks (Pty) Ltd own Standard Operating Procedures (SOP) and ISO9000:2015 which can be made available to the customer on request. All FTS tank Pty Ltd staff and subcontractors will be issued with
9. FTS tanks (Pty) Ltd will not be obliged to fulfil any contractual obligation if it is prevented from doing so due to a circumstance outside its respective control including but not limited to unprepared or incorrect civil works by client, strikes, electrical failure, transport interruption, lockouts or other industrial action, civil commotion, riot, invasion, terrorist attack or threats terrorist attack, war, or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport regardless of the cause, impossibility of the use of public or private telecommunications networks, the act, decrees,

legislation, regulations or restrictions of any government, etc. ("force majeure") for the purposes of any agreement in addition to the above definition and any casus implied by law, force majeure will be defined as any and all external causes whether foreseen or unforeseen, which are beyond FTS tanks (Pty) Ltd's control but as a consequence of which FTS tanks (Pty) Ltd is unable to fulfil its obligations.

10. If force majeure continues to operate FTS tanks (Pty) Ltd may suspend its respective obligations under any agreement. Should this period of suspension last for over one months, either party will be entitled to withdraw from any agreement between them.

11. If FTS tanks (Pty) Ltd performed its obligations under the agreement in part when the aforementioned force majeure occurs, it will be entitled to charge the client for that portion of the services rendered up and until such date, based on a BOM (Bill of material) and labour expenses.

12. It is agreed that no guarantees and / or undertakings and / or representations, other than those given and / or recorded in these terms and conditions were made by or on behalf of FTS tanks (Pty) Ltd by its representative, that persuaded the other to enter into this agreement.

13. No indulgence by FTS tanks (Pty) Ltd for the non-compliance of any obligation by the other contracting party in terms of this document or any other agreement shall operate as a waiver nor legal precedent of the rights of FTS tanks (Pty) Ltd or as a novation of the rights or obligations of any of the contracting parties.

14. Any notice and / or process issued in terms of these terms and conditions only, shall be served, delivered, or sent to the client at the address as contained in the quotation and this address will be the Domicile citandi et executandi. Any one of the contracting parties may at any time during the existence of this agreement change the addresses above by giving written notice to the other contracting party of such change of address provided that the new domicile shall include a postal, delivery and telefax address in the Republic of South Africa.

15. Any notice which any contracting party gives in terms of this agreement must be in writing and addressed or sent or delivered to the aforesaid address shall be deemed to have been given properly and to have come to the notice of the addressee on the 3rd (third) business day after the day on which the notice was sent by pre-paid registered post, if posted; on the business day after the date and time which appears on the telefax control sheet or e-mail transmission report of the addressor, if sent by way of telefax or e-mail; on the 1st (first) business day after the date and at the time (if any) which appears on the acknowledgement of receipt on the notice and / or document, if delivered by hand.

16. A certificate issued by or on behalf of the addressor is proof until the contrary has been proved that notice was given of the date upon which such notice was given; and of the date upon which the notice is deemed to have come to the attention of the addressee.

17. The contracting party receiving the notice and upon whom the obligation to rebut the fact that the notice was properly given, is placed in terms of this clause, may only attack the validity of the certificate and not also of the authority of the person issuing such certificate.

18. The addressee may only challenge the certificate with substantive evidence of non-compliance.

B. Breach and Dispute Resolution

1. FTS tanks (Pty) Ltd shall be entitled to cancel this agreement forthwith without further notice and claim possession of tanks already installed or parts thereof, without prejudice to any other remedy which it may have against the event of the customer breaching any term or condition of this agreement, whether such breach goes to the root of this contract or not, and fail to remedy that breach within a period of 7 (SEVEN) days after the giving of written notice to that effect to it by FTS tanks (Pty) Ltd.

2. The client agrees that FTS tanks (Pty) Ltd will be entitled to apply for and be granted a restraining interdict prohibiting breach or further breach or an order for specific performance, in addition to any other remedy to which it may be entitled in law, including any claim for damages, which by agreement is agreed to be not less than R500,000.00, without having to prove actual damages, which amount the parties agree is not required to be proved and will serve as a liquidated amount, rendering this document, if supported by a certificate of indebtedness, a liquid document, notwithstanding that in any particular case damages may be readily quantifiable, without derogating from FTS tanks (Pty) Ltd.'s right to quantify and institute a claim against the Client for its actual damages and the Client shall/may not plead sufficiency of damages as a defence in this regard.

3. If FTS tanks (Pty) Ltd takes any legal action, including, but not limited to litigation or arbitration proceedings against the client, or obtains any legal advice in respect of any breach of any of the terms of this agreement then the defaulting contracting party shall, upon written demand, pay to FTS tanks (Pty) Ltd, on an attorney and own client scale, all the actual costs incurred, without limitation to scale, as reflected in the tax invoice(s) received by FTS tanks (Pty) Ltd from its legal representatives.

4. Without prejudice to any of its existing rights and / or any other rights or remedies available to FTS tanks (Pty) Ltd, the defaulting contracting party shall pay interest to FTS tanks (Pty) Ltd calculated at the rate of Prime interest rates as stated by FNB/Nedbank from time to time, calculated and compounded monthly, in respect of any amounts due and payable by the defaulting contracting party to the non-defaulting contracting party in terms of this agreement or as damages.

5. If a dispute arises between the parties, the party's consent to such dispute being resolved by means of commercial arbitration. Parties agree to arbitrate under the AFSA Commercial Rules for Arbitration and will accept such outcome as binding.

6. Any contracting party who alleges or claims that a dispute has arisen in respect of the interpretation of any term of this agreement or the discharge of any performance obligation shall formulate the dispute in writing and give notice of such dispute to the other party at his / their domicile of choice in terms of this agreement, which notice is hereinafter referred to as "the formal dispute notice" within 7 days of first evidence of the dispute.

7. A party receiving the dispute notice shall within 5 (five) days of receipt of such notice, if he wants to be part of the dispute resolution process, respond thereto by recording his agreement with the formulation of the dispute or formulate the dispute in writing as perceived by him; provided that in the event of the disputing parties failing to agree on the formulation of the dispute, then the arbitrator to be appointed in terms of this clause 5 and 6 shall formulate the dispute in writing and give notice thereof to the disputing parties involved in the dispute.

8. The arbitration proceedings shall take place in Gauteng, South Africa, depending on Arbitrators which are members of AFSA and their urgent availability, within 15 days.

9. The nature of the proceedings and the process to be followed shall notwithstanding the definition of the Arbitration Rules, firstly be determined by the arbitrator in conjunction with the disputing parties, subject to the right of the arbitrator to determine whether the proceedings shall be of an inquisitorial and / or adversarial nature, to determine who shall carry the burden of filing the claim documents, the reply and the format of such documents with or without an obligation to discover all relevant documents and / or witness statements simultaneously with the filing thereof; to

rule on the manner in which evidence shall be taken down; to lay down time limits and the consequences of noncompliance with procedural rules and time limits as well as the conditions for any postponements, if any; the procedure for determining interim legal points without reference to a court of law; to determine to what extent the strict laws of evidence shall apply; provided that the arbitrator shall be entitled to allow hearsay evidence and to determine the evidential value thereof, provided that if the arbitrator has failed to determine the process, the Arbitration Rules as defined, shall apply.

10. The cost of the arbitration proceedings, both in respect of interim and final cost orders, shall be in the sole discretion of the arbitrator.

11. The arbitrator shall, in the event of the dispute being settled outside of the process of arbitration, but after it had been initiated, be borne in equal shares by both disputing parties unless otherwise agreed.

12. The arbitration process shall be treated as confidential and be respected as such by all disputing parties.

13. The award of the arbitrator shall be final and binding on all disputing parties.

14. Neither party is however precluded from approaching any court with competent jurisdiction for any interim or urgent relief, to protect his rights in terms of this agreement.

15. The contracting parties irrevocably consent to any party approaching the North Gauteng or South Gauteng High Court, on an ex parte basis, and to apply that the arbitration award, or any settlement agreement reached between the parties otherwise, be made an order of court, to which all parties irrevocably and unconditionally consent.

C. Exclusions and Customer's Responsibility

1. When ordering a tank from FTS tanks and no specific working pressures, processing within the tank or other specific requirements for the tank to be manufactured "fit for purpose"-, FTS will manufacture and supply a standard Water storage tank with a fill and flow rate not exceeding 100 Liters per second through a standard 300mm fitting. If the client supplies their own drawing the client takes full responsibility for the tank being "fit for purpose". Bespoke requirements can be manufactured and approved by FTS engineering.

2. Site preparation, where applicable, including levelling of suitable foundations/footing/platform capable of supporting any FTS tanks (Pty) Ltd quote excludes this from all quotations, unless specifically stated and quoted. Should this be quoted FTS Tanks (Pty)Ltd will outsource such endeavours.

3. Geo-Technical Analysis of Ground conditions where applicable. Customer is fully responsible for all aspects for providing a Geo-technical analysis confirming that site-founding conditions

4. FTS tanks (Pty) Ltd will schedule delivery/dispatch of product/s after manufacturing has been completed, once delivered/discharged to the Client's specified Site/Address, the risk, safekeeping, and liability will move to the customer, however the ownership of the tank and its parts, shall only pass on payment in full.
5. Upon delivery to aforesaid Client's specified Site/Address, the customer or a representative of the customer will receive a delivery note, duly inspect the goods delivered and sign the delivery note by the customer's authorised person on delivery. Any person signing for receipt of the tank and its components will be deemed duly authorised.
6. In the case of FTS tanks (Pty) Ltd being contracted to erect and install a tank, FTS may demand proof of site readiness before mobilising installation teams to site., to ensure no standing time. FTS tanks' site manager / supervisor will supply the relevant documents for completion by the client, during the course of the project with the customer or the representative including final documents for sign-off for completion.
7. FTS tanks (Pty) Ltd will not be liable for any delays in mobilisation or erecting and/or projected timeline overruns due to site readiness, safety delays, incorrect documentation or forms not being supplied and/or supplied incomplete by the client. Any delays not due to FTS Tanks Pty Ltd faults will give rise to a variation order by FTS tanks (Pty) Ltd to the client for standing time.
8. Compliance with special HSE requirements such as inductions, entry/exit medicals or other site-specific Health and Safety regulations is excluded from quotations unless specifically stated.
9. Any special documentation requirements including welding certificates, detailed or customer specific QCP or other requirements are excluded from this quotation unless specifically stated.
10. FTS tanks (Pty) Ltd will use their own approved jacking system / scaffolding for tanks higher than 2.4 meters. When a lifting crane is required and/or specified by FTS Tanks (PTY) Ltd for the erecting of the tank supplied to the customer, the crane must be supplied by the customer, at no cost to FTS tanks (Pty) Ltd.
11. Should there be run off water from surrounding areas that could erode the foundation, it is the customer responsibility to create a suitable drainage system and it must be supplied and installed by the customer, before the FTS tank is built on site.
12. Should the client fill the tank without or prior the specific dry sign-off checks by the Authorised FTS personnel, it will be at the clients own risk and FTS will not be liable for any failure, problem or warrantee claims.
13. Filling of the tank/s with water for testing and commissioning is for the owner's account and must be done within 7 days of completion of the tank erecting, FTS tanks (Pty) Ltd cannot be held liable for any cost if the tank/s must be emptied and refilled for whatever reason.
14. International travel (airfare, visas, ground transport arrangements, accommodation, vaccinations, etc.) for our installation teams while outside the borders of South Africa are excluded from the quotation unless specifically stated.
15. When a leak occurs on the tank which is still under warrantee, it is the responsibility of the client to notify FTS tanks (Pty) Ltd as soon as possible and not later than 7 days of occurrence or the customer might forfeit their warranty at the sole discretion of FTS Tanks (Pty) Ltd.
16. An annual inspection will have to take place by an approved FTS tanks (Pty) Ltd dealer or employee to inspect the tank for any visible problems on the tank installed, although it remains the responsibility of the client to notify FTS tanks (Pty) Ltd of the annual inspection by means of email or phone within 60 days of above mentioned by means of SLA, the annual inspection will be quoted for as and when FTS tanks (Pty) Ltd is notified of such, if the customer fails to notify FTS tanks (Pty) Ltd of above mentioned the customer might forfeit their warranty at the discretion of FTS Tanks.
17. If your order includes installation and the hardware is shipped after manufacturing, whereafter the installation team will commence with erecting the tank/dome. The customer must sign off the installation after completion of the installation/erecting to state that the installation was done to specification, before the installers are will to leave site.
18. Tanks need to always have water in them and if required to be serviced this should not exceed 2 weeks as the seals may dry out. Tower tanks should be charged to the designed level they were made for to ensure Structural stability.

D. Additional Charges and Day Rates

1. FTS tanks (Pty) Ltd reserves the right to levy additional charges for standing-, or down-time and/or the cost to travel to and from or to site to the home base, that may be necessary due to no fault of FTS tanks (Pty) Ltd. I.e., Safety infringements, Injuries, Documentary-and Safety-File delays or other delays.
2. FTS tanks (Pty) Ltd will use its best endeavours to commission the tank immediately after practical completion of the tank and will not be held liable for any damages that may occur due to delays in commissioning because.
 - There is no water available for the filling and testing of the tank.

- Other/Allied contractors, or their sub-contractors under contract or in the employ of the customer, or the customer itself, are not ready to connect pipes or components that are not within FTS Tanks scope of works.

3. After Practical Completion Certificate has been issued by FTS tanks (Pty) Ltd, the customer will have to supply water to fill the tank to at least above the overflow level to test the tank and keep the liner in place. If the water for the test fill cannot be supplied by the customer, FTS tanks (Pty) Ltd will leave site and on return by Customer's request at the customer's cost. Down-time and/or travel time from site to and from home base will be raised via a variation order/ return to site charges will be charged as per D.1. above.

4. Should the FTS tanks (Pty) Ltd team be required to stand down, leave-, and/or return to site, then our usual charge rates shall apply, as quoted from time to time and will be billed for the customer's account as a variation order at that time:

Indicative Rates which apply at the time of signature of this agreement:

- Rate Awaiting Water at Site: R2 995.00 per supervisor per day. Any day or part thereof, will be billed as a full working day.
- Return to Site Travel: R10.00 per kilometre calculated from Midrand to site and back to Midrand.
- Return to Site Labour & Accommodation (commissioning & traveling): R1, 195.00 per day. Any day or part thereof, will be billed as a full working day.

5. FTS Tanks will inform the customer when product is ready for collection or delivery. Should the product not be collected, or delivery cannot take place, the client will be charged 0.8% of the value of the order per month in lieu of interest and storage costs.

E. Payment Terms

1. With acceptance of the order and the thereupon agreed initial payment, FTS Tanks will commence repairs, erecting or manufacturing-, subject to the client meeting its other obligations (E.g. Civils) if any, in terms of these terms and conditions and any ancillary agreements, relevant to the specific goods to be supplied.

2. Timing of production, installation, or repairs on tanks in days quoted starts only after a formal order and payment terms as per the quote have been met.

3. On delivery of the goods, it will be the customer's responsibility to have a competent person on site to check quantities and sign-off on the delivery note. Depending on the payment terms, a second payment for hardware may be requested as per the quotation from where FTS tanks (Pty) Ltd

4. After delivery FTS tanks (Pty) Ltd will schedule the installation with the first available authorised installation team. Should the customer not be ready for the installation for when planned and agreed, the customer will accept the timing of the installation by FTS Tanks Pty Ltd

5. In the case of an installed tank, on completion of the tank a "practical completion certificate" will be issued to the customer as proof that the tank was installed to FTS tanks (Pty) Ltd.'s design standards and specifications.

6. A practical completion constitutes proof that the Tank was completed satisfactory according to FTS tanks (Pty) Ltd.'s design and specifications.

7. After Erecting and final sign-off by the client, FTS Tanks Pty Ltd will issue the final invoice for payment.

8. Interest on outstanding amounts longer than 30 days shall be charged at a proportionate daily rate of Prime as stated by FNB/Nedbank from time to time plus 3% per annum, calculated and compounded monthly.

FTS Tanks Pty Ltd reserves the right to stop erecting/commissioning at any time should:

- It at its sole discretion consider the environment to be unsafe and jeopardize the safety of its employees
- It is determined that the geo-ground conditions and or foundations of a tank are not up to design requirements after the tank has been partly assembled where it can cause harm to the integrity of the tank or the safety of personnel on site
- Any monies outstanding in terms of the agreed payment arrangements.
- When there is no 220V Electricity on site
- If it becomes clear that there will be a delay in water supply for testing the tank.

F. Variation orders

1. If there are any requested alterations to the signed order or accepted quote these will be billed, and a variation order will be requested from the customer for ratification.
2. Any delays or standing time during the erecting or installation of a tank, for any other reason than the fault of FTS Tanks Pty Ltd will be charged for, including all daily allowances, proportioned accommodation and travel costs, and ratified by a variation order. In the case of force-majeure neither party will have any financial claim against one another.
3. Any additional scaffolding, lifting, stairs, peripheral or rigging equipment etc. not specified in the quote, will be billed, and ratified by a variation order.

G. Warranty, indemnities and limitation of liability

1. Upon delivery, dispatch, completion of the contract and receipt of full payment, FTS tanks (Pty) Ltd shall furnish the customer, where applicable, with a warranty, relevant to the product services purchased. This warrantee will be issued to the customer from whom the signed and/or official order was received. See annexure "A" for product list with warrantee periods.

Warrantee exceptions and exclusions:

- Act of god
- Lightning
- Wilful damage
- Negligence by others
- Sealing products sold over the counter

2. The warranty will not be issued, regardless of completion of the installation, dispatch or delivery under circumstances where the client has breached a provision of this term and conditions or defaulted in respect of its obligations in terms of payments or this document or any ancillary agreement.
3. To the extent that a warranty was issued under circumstances where the client has breached a provision of this term or defaulted in respect of its obligations in terms of this document or any ancillary agreement, whether established prior to or after the issue of warranty, such warranty is deemed irrevocably and unconditionally agreed to be null and void.
4. FTS tanks (Pty) Ltd will not be civilly or criminally responsible for any damages, death and / or loss suffered by the customer or any third party, whether by direct or indirect use of the goods or services and the customer hereby irrevocably and unconditionally indemnifies FTS tanks (Pty) Ltd in full against any claim from a third party or the customer.
5. The warrantee on any of the FTS tanks will only be valid if the tank has been filled with liquid within a 14 day period after hand over. If not filled within that time, an inspection of the tank at the cost of the client will be required by FTS tanks to validate the warrentee.
6. To the extent that a claim results against FTS tanks (Pty) Ltd pursuant to any defect in FTS Tanks's goods, services or installation which is for any reason whatsoever not limited under the scope and operation of this document and the terms contained herein or if a court or tribunal finds that same is not limited as aforesaid, FTS tanks (Pty) Ltd will forthwith upon it being established that such a claim is not limited as aforesaid, be given the opportunity to remedy any defect in its products, services and installation within a reasonable time. The parties agree irrevocably and unconditionally without dispute that; if a mediator, court or tribunal finds that FTS tanks (Pty) Ltd's liability is not limited as envisaged herein, an order be granted in terms of which given the opportunity to remedy any defect in its products, services and installation within a reasonable time, it being further agreed that the entitlement to such order can be waived and is at the discretion of by FTS tanks (Pty) Ltd.
7. To the extent that a claim results against FTS tanks (Pty) Ltd pursuant to any defect in FTS tanks (Pty) Ltd's goods, services or installation which is for any reason whatsoever not limited under the scope and operation of this document and the terms contained herein or if a court or tribunal finds that same is not limited as aforesaid and FTS tanks (Pty) Ltd waived the entitlement to the order contemplated herein above, alternatively if such an order is granted and FTS tanks (Pty) Ltd could not timeously remedy the defect pursuant to such an order, FTS tanks (Pty) Ltd's total consequential liability is limited to the costs consequent upon the reasonable remedial work required to be done to such products at the time in order to render the goods useable, which in itself shall be limited to the total expense that FTS tanks (Pty) Ltd would have to incur if it was required to remedy such defect itself, at that stage. In such an event the parties agree irrevocably and unconditionally that the quantum of such liability would be proved beyond dispute by a quotation from FTS tanks (Pty) Ltd in respect of any remedial work required to remedy such defect.

8. Notwithstanding anything afore mentioned in these terms and conditions, FTS Tanks Pty Ltd will carry no liability for consequential damages what-so-ever for the failure of any product manufactured and all claims against FTS Tanks Pty Ltd cannot exceed the cost of the product supplied at any time.

Name: _____, ID Number _____

Address: _____

Position: _____

Signed at: _____ on this _____ Day of _____ 20__

Signature: _____

Witness: _____

GENERAL PAYMENT TERMS UNLESS OTHERWISE AGREED IN WRITING

Initial payment = 60% (To create Invoice)

Progress Payment = 30% (Manufacturing and delivery ready)

Final Payment = 10% (Balance on Completion)

Unconditional and Irrevocable Suretyship by owner or signatory (optional) required for new and/or unknown clients:

1. By signing these terms and conditions for or on behalf of the client the signatory binds himself irrevocably and unconditionally as surety and co-principle debtor jointly and severally to the client for all sums due and payable by the client to FTS tanks (Pty) Ltd in respect of all and any transactions between FTS tanks (Pty) Ltd and the client which resort under these terms and conditions.
2. The signatory agrees that all and any admissions and acknowledgments of indebtedness by the client towards FTS tanks (Pty) Ltd shall be binding on him / her, that FTS tanks (Pty) Ltd shall be at liberty, without affecting its rights whatsoever, to release securities and to give time to or compound or make any other arrangements with the client without reference to him / her.
3. The signatory declares that he / she shall not be entitled to prove any claim either contingent or otherwise against the Estate of FTS tanks (Pty) Ltd in respect of any payments made by him / her to the client in terms of this Suretyship which will compete with any other claim which FTS tanks (Pty) Ltd may have against the estate of the client, save with the express prior written consent of FTS tanks (Pty) Ltd.
4. The signatory hereby authorises and empowers the client to cede, assign and transfer this Suretyship in its discretion and on such cession my liability shall continue in favour of the sessional for both the existing liability at the date of the cession and also in respect of any further liability incurred by the client with the sessional arising from a breach of any agreement between FTS tanks (Pty) Ltd and the client, by the client.
5. The signatory renounces the benefits arising from the legal exceptions, exclusion, division, cession of action, errore calculi non causa debiti, revision of accounts and no value received, with the meaning of which he / she declares to be fully acquainted with, and he / she agrees and declares that this Suretyship is to be in addition and without prejudice to any other Suretyships and securities now or hereafter to be held by FTS tanks (Pty) Ltd and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding his / her death

or legal disability, where any other person(s) has bound themselves to FTS tanks (Pty) Ltd as surety and co-principal debtor in solidum with the client, the liability of himself / herself and all such co-sureties shall be joint and several in all respects.

6. The signatory agrees that notwithstanding any part payment by him / her or on his / her behalf, he / she shall have no right to any cession or action in respect of such part payment and shall not be entitled to take any actions against FTS tanks (Pty) Ltd or against any other surety for the FTS tanks (Pty) Ltd in respect thereof unless and until the indebtedness of the client shall have been discharged in full.

7. The signatory further agrees that no waiver or release made at any time by FTS tanks (Pty) Ltd of any of its rights hereunder nor any leniency which may be granted by the client to him / her nor the failure by FTS tanks (Pty) Ltd / the client to enforce against me any of the undertakings set out in this Suretyship shall in any way affect the validity of this Suretyship, which shall nevertheless remain in full force and effect.

8. The signatory records that he / she read the entire contents of this Suretyship before signing same, that he/she has satisfied himself/herself fully in regard to the terms and provisions of this Suretyship, and understand the purpose, contents and consequences thereof.

1
Name: _____ , ID Number _____
Address: _____
Position: _____
Signed at: _____ on this _____ Day of _____ 20__

Signature: _____

Witness: _____

2
Name: _____ , ID Number _____
Address: _____
Position: _____
Signed at: _____ on this _____ Day of _____ 20__

Signature: _____

Witness: _____

Annexure “A”

Warrantee Duration

	Type of Tank	Workmanship	Hardware
1	FTS Bladder tanks TPU	18 Months	60 Months
2	FTS Bladder tanks PVC	12 Months	48 Months
3	FTS Round tank liners PVC	12 months	84 Months
4	FTS Round tank π 3.14	18 months	120 Months
5	FTS Pressed steel square tanks	18 months	180 Months
6	FTS ISO Container bladder tanks PVC	12 Months	48 Months
7	FTS ISO Container bladder tanks TPU	18 Months	60 Months
8	FTS Dracoons PVC	12 Months	36 Months
9	FTS Dracoons TPU	12 months	60 Months
10	FTS Bespoke, by agreement		