

## **STANDARD CONDITIONS OF SALE**

Specifications, prices or lists by the Seller from time to time, are for information only and do not constitute sales.

### **CONSTITUTION OF THE CONTRACT OF SALE:**

1. All orders, whether resultant from a tender or otherwise, shall be governed by these conditions.
2. No alteration or variation of these conditions will be binding unless agreed to in writing and signed by both parties.
3. Orders placed on the seller's quotations, are subject to the acceptance by the Seller in writing.
4. Orders, after acceptance, cannot be modified or cancelled in whole or in part without written consent of the Seller.

### **PRICES:**

1. The price payable will be the price quoted at the date of dispatch.
2. In the event of backorders or part deliveries, the Seller cannot guarantee that the price will remain fixed.

### **STOCK**

1. All items quoted "ex-stock" are subject to prior sale unless otherwise stated.

### **DELIVERY:**

1. Whilst the Seller shall make every effort to effect the delivery of the goods timeously, the Seller shall not be held liable for damage or loss incurred in transit.
2. In case of goods accepted as ex works, all risk will pass to the Purchaser immediately upon loading.
3. The Purchaser shall not terminate this contract on the grounds of late delivery if attributed to circumstances beyond the Seller's control.
4. The Seller will not be responsible for loss caused by late delivery or non-delivery if attributable to circumstances beyond the Seller's control. \*

5. Time is not of the essence with this agreement.
6. Claims for visibly damaged goods or shortages, must be submitted, in writing, within 7 (seven) days after receipt of goods and delivery notes should be suitably endorsed.

**PASSING OF OWNERSHIP:**

1. Goods supplied herewith shall remain the property of the Seller until the purchase price is paid in full.

**RETURNS:**

1. Goods correctly supplied, will not be accepted for credit unless returned within 7 (seven) days with the consent of the Seller.
2. If the goods are found and proven to be defective, the Purchaser shall be entitled to demand a refund, exchange or repair within 6 (six) months\* or within 10 (ten) business days if the goods differ from the samples provided or does not perform the intended purpose.
3. If the goods are altered, used or cannot be returned due to public health reasons, we will not accept the return unless same is defective.
4. If accepted, a minimum handling fee of fifteen percent will be levied.
5. The Seller undertakes that the goods supplied by it, will conform to the specifications and/or to any requirements specifically accepted by the Seller in writing, in regards to each order but, except as aforesaid, Seller gives no warrant, express or implied of material, workmanship or fitness of goods for any particular purpose, whether such purpose is known to it or not, unless the CPA applies\*.
6. In the event of the goods proven to be defective or not in accordance with the specifications or requirements as aforesaid, the Seller shall not be responsible for loss of Purchaser's profit or any direct or consequential loss, damage or charges arising therefrom, \*unless the CPA applies or such defect was known to the Seller, it's liability being limited to replacement.
7. Seller will if requested to do so, replace such goods free of charge, provided that such goods have been paid for previously, which do comply with the specification requirements aforesaid.
8. The implied warranty afforded under section 56 of CPA is subject thereto that the goods supplied have not been altered or exposed to usage not intended for. Any claim for defective goods, must be submitted to the Seller, together with the original purchase, packaging and invoice. Such replacements shall only be effected by the Seller once it has had a reasonable opportunity to inspect the goods and to determine the reason for the defectiveness.

#### **PAYMENT:**

1. The purchase price in respect of goods delivered, shall be paid in cash on delivery unless terms of payment have been arranged.
2. In this event that terms of payment have been arranged, the following conditions shall apply:
  - 2.1 All invoices issued by the Seller shall be paid within 30 (thirty) days from date of statement;
  - 2.2 Export invoice to be paid within 30 (thirty) days from invoice / statement;
  - 2.3 When prices are subject to a settlement discount, this discount is only allowed when payment is made on or before the due date;
  - 2.4 Failure to settle by the due date, shall entitle the Seller to charge the Purchaser interest at the rate of 2 (two) percent per month;
  - 2.5 All payments made in terms of this contract, shall be made payable to the Seller's nominated banking account.

#### **BREACH OF CONTRACT:**

1. Should the Purchaser fail to make payment to the Seller on the due date, the Seller shall have the right to terminate all outstanding contracts until full payment is made to the Seller for all goods already delivered to the Purchaser and to issue summons in any competent court in order to collect any amounts owing hereunder;
2. In the event of breach, the Seller will be entitled to instruct Attorneys to institute action against the Purchaser for the recovery of the outstanding amount together with legal costs on the attorney and client scale, including collection commission.

#### **VALUE ADDED TAX:**

1. Value added tax at the prescribed rate, will be levied on all invoices, excluding export invoices.

#### **DOMICILIUM CITANDI ET EXECUTANDI:**

1. The parties hereby choose as their domicilium citandi et executandi, the address as stipulated in this Agreement in respect of both parties.

#### **CANCELLATION:**

1. The Seller is entitled to request a reasonable advance deposit for orders, depending on the nature of the business and specific circumstances;
2. The Seller is entitled to impose a cancellation fee depending on the nature of the business and specific circumstances;
3. Refunds of deposits paid may be declined in the event of cancellation for already ordered/specialized products.

#### **INDEMNITY:**

1. The Purchaser acknowledge the risk involved in the supply and installation of the products and hereby indemnify

the Seller against claims for harm/damage caused to him/his property due to the reasons beyond the reasonable control of the Seller or unintentional act of any person, whether or not in the employ of the Seller. This will include loss or damage caused as a result of fire or theft, or any economical loss pertaining to the harm/damage caused.

### **SURETYSHIP:**

1. It is agreed that the individual Directors or partners specified on this Credit Application, shall undertake the obligations of surety. The said Directors and partners may be requested to sign a formal Suretyship, enclosed with this Credit Application.

### **GENERAL TERMS AND CONDITIONS OF REPAIR SERVICE**

#### **1. PRE-AUTHORISATION**

- 1.1 The Purchaser/Client will be supplied with an estimate for any repair or maintenance work. The estimation will be communicated to the Purchaser/Client as and when any repair/maintenance work arises. Approval of this quote or estimation will be required before any repair or maintenance work will commence.
- 1.2 Any authorised additional work performed will not create a new agreement and will form part of the initial estimate and subject to all the terms and conditions.
- 1.3 The Seller/Service Provider has the right to request a deposit in certain circumstances. The Purchaser/Client has the right to cancel the service at any time, unless the goods ordered for the repair/maintenance work are special-ordered goods. Special ordered goods may not be cancelled and the full charge will be charged for goods already ordered. The Seller/Service Provider may also charge a cancellation fee for cancellation of other general goods or service. The fee will depend but not limited to the labour for the work carried out up to the time of cancellation, a reassembling fee if required and the cost for all parts, accessories and consumables installed.
- 1.4 Unless otherwise agreed, the repair and maintenance work shall be performed at the premises of the Seller/Service Provider during working hours. If the Purchaser/Client requires after hour work or service at a premises other than the suppliers premises, the Purchaser/Client will pre-authorise the additional fee thereto.
- 1.5 The **Purchaser/Client must remove all valuable items from the goods provided for the repair services as the supplier will not be liable for the loss or damage to such property.** Purchaser/Client Signature: \_\_\_\_\_
- 1.6 The Purchaser/Client authorise the Seller/Service Provider to test/ inspect and move the goods to be repaired around in the workshop. **The Seller/Service Provider will only be responsible for any loss, directly or indirectly because of the supplier's gross negligence.** Purchaser/Client Signature: \_\_\_\_\_
- 1.7 The Purchaser/Client has the right on completion of the service to examine the goods provided for the repair services **If the goods are damaged during the Purchaser/Clients examination thereof as a result of his/her/its recklessness or deliberate behaviour, gross negligence or criminal conduct, the Purchaser/Client will be liable for the payment of the authorised work and the cost for repair of the**

**damage and indemnify the Seller/Service Provider for any loss, damage or injury.** Purchaser/Client  
Signature: \_\_\_\_\_

- 1.8 **The risk of damage or loss of the goods provided for repair services will remain the Purchaser/Clients risk after delivery of the goods and the Seller/Service Provider will only be responsible for any loss, directly or indirectly caused by the supplier's gross negligence.** Purchaser/Client signature: \_\_\_\_\_
- 1.9 The time and date of completion of the service is an estimate; due to availability of parts, possible other additional pre-authorized work to be performed and the Seller/Service Provider therefore does not warrant the exact dates and times.

## **2. WARRANTY**

- 2.1 The Seller/Service Provider warrants every new or reconditioned part installed, during any repair or maintenance work, and the labour required to install it, for a period of **three months** after date of installation or such longer period as the original manufacturer may specify in writing.
- 2.2 If a Purchaser/Client, after the repair service were completed, takes the product that has been repaired to another company for repairs or adjustments and there are further problems detected, it will be difficult to determine if the problem was caused by our repair work or that of the new repair company. If the Purchaser/Client wants to make adjustments or detects further problems with the product, they have to bring the product back to us otherwise the warranty expires. The warranty will also expire if the product has been misused or abused by the Purchaser/Client after being collected after repairs had been finalised and the defectiveness of such product can be directly related to such misuse or abuse.
- 2.3 The warranty will be void if the Purchaser/Client has failed to use the repaired goods in accordance with the instructions and specifications of the Seller/Service Provider.
- 2.4 The warranty does not apply to ordinary wear and tear. The warranty is excluded if the product that has been repaired is an older product that has been damaged/worn out due to age.
- 2.5 The Purchaser/Client is entitled to receive the old/used parts in a clean container. If the Purchaser/Client wants the old parts (consumer signature if consumer want old parts)\_\_\_\_\_, unless the parts is part of a warranty claim or it is against national legislation that requires disposal of the old/used parts in a specific manner.

## **3. PAYMENT**

- 3.1 The address (domicile) on the quotation/job card will be the address where all documentation will be accepted by the Purchaser/Client.
- 3.2 Payment for authorised work shall be paid in South African currency on collection of the goods provided for repair or maintenance services and the proof of the transaction will be an invoice issued by the supplier displaying the VAT number, address of the supplier, cost of the service/parts/goods and the amount of VAT applicable to the transaction. The amount on the invoice will be the amount payable and easy determinable to the supplier and such amount will be prima facie (on the face value) regarded as correct.
- 3.3 Goods provided for repair services will not be released to the Purchaser/Client until full payment has been

received by the Seller/Service Provider and the Purchaser/Client will be liable for storage fees that may be incurred due to non-payment. The supplier will have the right to keep all goods provided for repairs and all its contents until all monies outstanding for repairs has been paid by the Purchaser/Client.

- 3.4 If the goods provided for repair services are ready for collection, the Purchaser/Client must collect the goods within 5 (five) business days after being informed by the Seller/Service Provider. Failure by the Purchaser/Client to collect the goods can lead to storage fees becoming payable by the Purchaser/Client. If the goods are not collected after a reasonable period, the Seller/Service Provider may follow all legal processes to recover fees for the authorised service, storage fees, collection fees and any other fees related to the service.
- 3.5 If any of the parties are in breach of this agreement, the innocent party will have the right to recover all legal cost and disbursements on an attorney and client scale.