

CONDITIONS OF SALE

1. The Purchaser agrees to accept delivery as and when the goods are available irrespective of the fact that a delivery date may have been stipulated on the face hereof. The seller shall not be liable for damages due to late delivery. Cost of transportation shall be invoiced to the Purchaser and payment of same is due on presentation of invoice.
2. Notwithstanding any defect in or breakage of or in the goods or any delay or reparation or adjustment of the goods, the Purchaser hereby abandons or waives any right to claim any damages whatsoever. Ownership in and to the said goods shall remain vested in the Seller, notwithstanding delivery thereof to the Purchaser, until payment of the full purchase price thereof.
3. At all times relevant hereto the Purchaser or the Agent of the Purchaser agrees and undertakes:-
 - a) To inform the Seller of the exact whereabouts of the goods and of the name and address of any Landlord of any premises where the goods may at any time be stored or kept by the Purchaser or on behalf of the Purchaser.
 - b) To carefully keep and maintain the said goods in the possession and control of the Purchaser, nor remove or allow their removal from such possession or control.
 - c) To duly insure at the Purchase sole cost of the goods for the benefit of the Seller against loss or damage by fire, theft or other cause.
4. Subject to the guarantee hereunder the goods are sold "voetstoots". Every and any portion of this agreement is material thereto.
5. Delivery of the goods hereby sold to the Purchaser shall be deemed to take place at the branch or warehouse of the Seller from which the goods are dispatched to the Purchaser.
6. The goods which are delivered to the Purchaser shall be deemed to be the goods hereby sold and to be in good order and condition on delivery.
7. Upon tender of delivery by the Seller, the Purchaser assumes all risk in and on the goods hereby sold and shall bear any loss and or damage in connection with the said goods. No relaxation or indulgence which the Seller may extend to the Purchaser shall in any way prejudice the Seller's rights hereunder.
8. Notice by the Purchaser to the Seller under or concerning this Agreement shall be valid and binding on the Seller only if reduced in writing and posted to the Seller by pre-paid registered post.
9.
 - a) The Seller hereby guarantees the aforesaid equipment for a period of 1 (one) year from the date of delivery thereof to the Purchaser in respect of the replacement of all parts relating to such machines due to faulty materials and or faulty workmanship, and 90 (ninety) days in respect of labour charges.
 - b) The Seller's liability shall be limited to the repair or replacement at its election of such parts.
 - c) There shall be excluded from such guarantee any parts of the equipment comprising glass, plastic, globes, fuses and elements as well as metal castings.
 - d) The Seller shall not be liable under such guarantee unless during the period thereof the Purchaser at his sole cost and expense delivers the materials concerned or the equipment if that be necessary to the Seller and makes payment on demand to the Seller of all labour charges incurred by the Seller in connection with the repair or replacement concerned.
 - e) The COMPANY shall not be obliged to carry out any maintenance or remedial work in terms of this guarantee unless and until all amounts due to the COMPANY have been paid by the CUSTOMER in full.
 - f) The Seller shall not be bound to perform any obligations under this guarantee if:
 - i) any damage of whatsoever nature is caused to the equipment arising from or connected with;
 - aa) the negligence or improper use thereof by the Purchaser and or any of its servants or agents
 - bb) vis major or casus fortuitus
 - ii) the Purchaser does not notify the Seller in writing of any replacement required within 7 (seven) days of such replacement coming to the knowledge of the Purchaser.
 - iii) The Purchaser fails to return the defective component to the Seller within 7 (seven) days.
 - iv) The Purchaser is in breach of any of its obligations hereunder or under the Agreement to which this order is attached.
 - g) The Seller shall not under any circumstances be liable for any consequential damages suffered by the Purchaser whether as a result of faulty materials, faulty-workmanship or as a result of any repairs or replacements not having been effected timeously or at all or otherwise howsoever. The Seller shall not be liable for damages for loss of income profits or any reason whatsoever.
10. Our prices are strictly NETT, do not include VAT and the price of the goods shall be the price as stated in the invoice order form unless it is varied in accordance with any other written agreement.
11. Payment, unless otherwise provided for herein shall be effected by the CUSTOMER immediately that goods are delivered to the CUSTOMER's premises.
12.
 - a) Unless otherwise agreed, in writing, delivery of the goods shall be by road rail at the CUSTOMER's expense.
 - b) The COMPANY's delivery note, signed or countersigned by an employee of the CUSTOMER for all purposes shall be deemed to be accurate in all respects and binding on the CUSTOMER.
 - c) Both partners agree, that prior to delivery of the goods, there may be an increase in the landed costs of the goods and or in shipping charges and or in insurance premiums and rates and or in freight rates or in customers duties and or other miscellaneous charges of similar nature, and in such event, the CUSTOMER agrees that the purchase price referred to above, shall be amended to reflect such increase/s and the increase/s shall be absorbed by the CUSTOMER.
 - d) In respect of delivery of the goods, time shall not be of the essence to the CUSTOMER, in the event of delay in delivery for whatever reason:-
 - i) The CUSTOMER shall not be entitled to cancel the contract.
 - ii) The CUSTOMER shall not be entitled to claim any damages suffered by it.
13. The COMPANY shall be entitled to cancel this agreement, by written notice to the CUSTOMER and claim from the CUSTOMER immediate payment of the full amount of the purchase price due to the COMPANY, notwithstanding any earlier agreement, as to credit if:
 - a) The CUSTOMER fails to pay any amount due to the COMPANY in terms of this agreement.
 - b) Any cheques, promissory note or bill of Exchange given by the CUSTOMER in respect of any indebtedness to the COMPANY under this agreement is dishonoured.
 - c) The CUSTOMER is placed in liquidation and or one of its directors and or shareholders has their Estate sequestrated.
 - d) The CUSTOMER commits any act of Insolvency.
 - e) The CUSTOMER enters into any compromise with creditors.
 - f) The CUSTOMER fails to satisfy any Court Judgement granted against it within 7 (SEVEN) days after Judgement has been granted.
14. No amendment or variation to the agreement shall be binding unless reduced in writing and signed by both parties.
15. The CUSTOMER acknowledges that the COMPANY and or its employees has given no warranties, express or implied save as expressly stated in the order.
16. If any amount owing by the CUSTOMER to the COMPANY is not paid on due date, the CUSTOMER shall be obliged to pay interest thereon at the maximum prescribed by law, from time to time and shall forfeit any cash discount granted to it.
17. In the event of the COMPANY instructing any Attorney to enforce its right herein against any party to this order, it shall be entitled to claim all its Attorney and own client costs incurred such costs to include collection commission.
18. Both parties elect their domicilium citandi et executandi addresses at those addresses set out on the reverse side of this document.
19. These conditions are binding on acceptance of the order of the invoice where no written order is given.