



TERMS AND CONDITIONS OF SALE

These are our terms and conditions of sale and they, together with our Quotation, will apply to all orders placed on us and will constitute the agreement between you and us ("the/this Agreement"). In this Agreement, the customer identified in our Quotation is referred to as "you/yours" and the equipment specified in our Quotation is referred to as "equipment".

1. Notwithstanding delivery of the equipment, or partial payment to us of the purchase price, ownership of the equipment vests in us until the purchase price has been paid in full. The purchase price is payable as specified in our Quotation. Until the full purchase price has been paid the equipment may not be made subject to any builder's lien or retention or Landlord's tacit hypothec and cannot be bonded, alienated or otherwise encumbered without our prior written consent.
2. In the event that an order is cancelled before manufacturing, 100% of the deposit will be refunded to you.
3. All prices quoted are subject to the prevailing Rand/US Dollar exchange rate and any fluctuations resulting in an increased cost to us of supplying the equipment to you will result in an automatic equivalent increase in the quoted price - except in such case, our Quotations are fixed for the period stipulated therein.
4. An order will not be processed, and no work will commence until;
 - 4.1. Our written order form, properly completed and signed by you, has been provided to us, and
 - 4.2. the deposit required by us has been paid.
5. Any additional work or deviations from the original order specifications must be in the form of a written variation order. Should the variation result in a higher purchase price, the deposit required will be automatically adjusted (to the same percentage specified in our Quotation, but in respect of the higher amount) and must be paid before the variation order will be processed or any work commenced.
6. Where equipment is ordered for delivery outside the Republic of South Africa, you will be responsible for all costs and charges in respect of transport and any customs, excise, or other taxes and duties.
7. While anticipated delivery dates are quoted by us in good faith, and every reasonable step will be taken by us to ensure timeous delivery, we cannot be held responsible in any manner for the late delivery or commissioning of equipment arising out of circumstances beyond our reasonable control.
8. Should the equipment be required to be delivered, installed, tested or commissioned over week-ends or outside of regular working hours, over-time or additional charges (at our then prevailing rates) will be payable by you.
9. Your electrician or electrical contractor is responsible for ensuring the connection of any electrical equipment.
10. Please note: Our installation price is based on normal circumstances. Should the installation be delayed for whatsoever reason, beyond our control (weather, other contractor delays etc.), the quoted amount will be increased with each additional day needed to complete the installation.
11. While every reasonable precaution is taken during the delivery, installation, testing and commissioning of the equipment, we cannot be held liable for any damages to the installation premises or interruption to your business activities. Wherever possible you must ensure that areas such as floors and walls are painted after the installation of the equipment. In any event, we cannot be held liable for any damage to painted surfaces.
12. We cannot be held liable for any loss or damage suffered by you arising out of any interruption to your business activities as a result of any maintenance for or repair work to the equipment undertaken by us, whether or not at the installation premises and whether or not the equipment or any component thereof is removed from the installation premises.
13. Notwithstanding the provisions of Clause 1 above, the risk in and to the equipment passes to you on delivery to the installation premises or, where you arrange for delivery, at our premises on delivery to you or your delivery agent.
14. The equipment is guaranteed against defective workmanship and materials for a period of 6 (six) months calculated from the date of delivery of the equipment to you and provided, in our reasonable opinion, the equipment has been properly maintained and has not been subjected to abuse, misuse or negligence by you or any third party. Any other applicable warranties are specified in our Quotation.
15. Where the provisions of this Agreement are contradicted by or are at variance with any other document, the provisions of this Agreement will be over-riding. Where there are any conflicts between the provisions of our Quotation and those of these terms and conditions, those of these terms and conditions will prevail.
16. This Agreement constitutes the entire agreement between you and us. No prior representations or warranties have induced this Agreement and no amendment, variation or cancellation of this Agreement will be of any force or effect unless in writing and signed by us.
17. No verbal discounts will be granted unless agreed by two of our members in writing.
18. No verbal agreements will be binding on us.



PANELWORLD^{CC}

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19. We will not be subject to any penalty clauses imposed by any main contractor or any other party with whom you may have contracted in respect of the equipment and you indemnify us in respect of all such penalties.
20. Induction courses will be quoted for separately.
21. We cannot under any circumstances other than as provided for in any applicable legislation, be held liable for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in your and/or our contemplation or not, which you may suffer in connection with the equipment or anything which we may do or not do.
22. Should you:
 - (i) fail to pay any amount due to us on its due date, or
 - (ii) commit any act of insolvency, be sequestered or liquidated (whether provisionally or finally) or enter into judicial management or business rescue proceedings or pass a resolution to do so, or
 - (iii) commit any other breach of this Agreement and fail to remedy such breach within 5 (five) business days after receiving written notice from us to do so,we will, without prejudice to any other remedy or rights which we may have, be entitled to cancel this Agreement summarily, retain any amounts paid by you and claim such further damages from you as we may be entitled to.
23. We are entitled to charge interest on all overdue amounts at the rate of 2% above the prime lending rate charged by our bankers at the time.
24. A certificate signed by any of our members or other duly authorised person (whose authority need not be proved), certifying the amount due by you to us will be presumed to be correct until it is disproved.
25. None of your rights under this Agreement may be ceded nor any of your obligations delegated without our prior written consent.
26. No relaxation or waiver by us of any of the terms of this Agreement will prejudice our right to enforce such terms on any subsequent occasion.
27. Should this Agreement be cancelled at any stage prior to payment in full for the equipment being made, you consent to the decommissioning and/or removal of the equipment from the premises at which they are installed. If the equipment is to be installed at premises other than your own, you must procure the written consent, to such decommissioning and/or removal, of the owner and, if relevant, the tenant using the equipment, prior to the delivery thereof – should such consent not be forthcoming, the equipment will not be delivered and you will have no claim against us for any resultant delays in delivery.
28. You warrant that:
 - (i) in relation to the National Credit Act 34 of 2005 as amended, you have assets and/or achieve an annual turnover in excess of R2 000 000; and
 - (ii) should you be subject to the provisions of the Public Finance Management Act, of 1999 or the Municipal Finance Management Act 56 of 2003, as amended, that the provisions of the applicable Act will have been fully complied with in relation to this Agreement.You indemnify and hold us harmless against any loss, claim or expense incurred by us associated with any warranty under this clause.
29. You warrant that the person placing an order on us and/or signing this Agreement has the authority (by office, resolution or requisite delegation) to do so and to bind you to this Agreement. This Agreement will be binding upon you on placement of your order whether or not you have signed below.
30. This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.
31. Any proceedings against you under this Agreement may be instituted under any Magistrate's Court having jurisdiction over you notwithstanding that the subject matter of such proceedings exceeds the jurisdiction of such court. Should we succeed in any such proceedings, we will be entitled to costs on the attorney and client scale (including, but not limited to the costs of counsel as marked on brief).
32. If any term of this Agreement is determined by a court to be unenforceable, the remaining terms will remain unaffected.
33. You choose as your address for the service of all process upon you, the address at which the equipment is to be installed or your current place of business address. You accept that any notice which we may give you under this Agreement may be dispatched to the telefax number or e-mail address reflected in your order and that such notices will be deemed received on the date of transmission or sending. Any notice actually received by you will be deemed to have been properly given even though not addressed to such telefax number or e-mail address.
34. This Agreement constitutes the whole agreement between you and us and you agree that no other terms, conditions, warranties or representations, other than those stated in this Agreement, are binding upon us.