

TERMS AND CONDITIONS OF SALE

1. All clients enter the seller's premises at their own risk; the seller will not be liable for any loss or damage whatsoever.
2. Due to the nature of many of the products sold, there is an allowance for a 6% breakage on all deliveries/Collections. There will be no refunds or replacement for breakages of 6% or lower.
3. Deliveries cannot be guaranteed. The seller will not be held responsible for any loss or costs whatsoever due to delayed deliveries for any reason whatsoever.
4. All delivery vehicles enter private property at customer's risk. By placing an order with the seller, the customer accepts all risk & liability for delivery vehicles entering private property.
5. Any discrepancies whatsoever must be noted on the delivery note at the time of delivery and reported to the seller both verbally and in writing within 24 hours.
6. Please note that all collections must be completed within 14 days from date of invoice. If materials are not collected, all outstanding items will be forfeited and goods will be sold to defray storage and handling costs, as well as any other losses that may arise due to non-collection of goods.
7. Original documentation is mandatory for all collections. Goods will not be released without original documentation.
8. All refunds or credits require original documentation and will be processed after 48 hours. There will be a minimum handling charge of 15% on all goods correctly invoiced.
9. Transport cannot be refunded on goods already dispatched and then returned for any reason whatsoever.
10. No refunds will be processed after 7 days.
11. All goods sold by the seller to the purchaser shall be sold at the seller's list price at the time the goods are delivered to the purchaser. The list price is subject to change without notice.
12. The seller shall not be obliged to accept any order from the purchaser, nor be responsible for any loss or damage arising from any failure on the part of the seller to deliver any goods to the purchaser either timorously or at all.
13. All goods sold by the seller to the purchaser are sold F.O.B. Fourways in respect of goods transported by road. In the absence of specific written instructions, the seller shall select the carrier and such carrier shall be the agent of the purchaser. All costs of transport shall be for the account of the purchaser.
14. Before delivery of the goods to the carrier/purchaser, the risk of loss or damage shall be borne by the seller. At and after delivery of the goods to the carrier or to the purchaser, as the case may be, the risk of loss or damage thereto shall *be* borne by the purchaser
15. While the seller shall make every effort to ensure that the goods sold are in accordance with its specifications and / or other requirements agreed to in writing between the parties, the seller gives no warranty, either expressed or implied in regard to the goods, the workmanship and / or materials therein or that the goods are fit for any particular purpose. The goods are sold to the purchaser on a voetstoots (as is) basis.
16. Without derogating from the generality of the foregoing and without the seller waiving its rights in term of paragraph 15 above, in the event of the seller being held liable for any defect in the goods sold such liability shall be limited to the replacement of the defective goods only.
17. These terms and conditions shall take precedence over any terms and conditions contained in any order, purchase note, requisition or other document submitted to the seller by the purchaser. The terms and conditions contained in any of the above-mentioned documents shall be regarded as pro non-script
18. The seller shall not be obliged to accept the return of goods and / or credit the purchase thereof unless it is agreed thereto in writing. No oral agreement in this regard shall be binding on the seller.

19. The purchaser shall pay for all the goods delivered to it by the seller before delivery / collection of goods to the purchaser. Failure on the part of the purchaser to make payment within the aforesaid period shall render the purchaser liable for interest on the outstanding amount due at 2per cent above the prime overdraft rate charged by FNB Limited from the date the goods *were* delivered to the date of payment.
20. Ownership of all goods delivered to the purchaser shall remain vested in the seller, until the price of such goods has been paid in full.
21. The failure of the seller to enforce any of these terms and conditions shall in no way be construed as a waiver on such terms and conditions or to be an estoppels or notation or in any way affect the validity hereof.
22. The seller and the purchaser agree to the jurisdiction of the Magistrates court having jurisdiction over the purchaser in respect of any dispute arising between the parties notwithstanding that the amount in dispute may exceed the jurisdiction of such Magistrate court.
23. The purchaser shall be liable for and undertakes to repay all monies that the purchaser may disburse on account of legal costs relating to the enforcement of these terms and condition on the Attorney and Client scale.