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# CONDITIONS OF SALE

**Incorporating:**      **Electrocomp (Pty) Ltd**  
                              **Transtronics (Pty) Ltd**  
                              **(hereinafter referred to collectively and individually as**  
                              **“the Company”)**

## **1. GENERAL:**

All contracts and orders as well as all tenders and quotations and all orders and/or contracts resulting there from are subject to the following conditions except where otherwise agreed to in writing by the Company.

## **2. CONDITIONS OF SALE:**

Notwithstanding any contrary conditions made at any time by any client these conditions of sale shall apply to all sales of goods by the Company.

## **3. CLIENT TO SATISFY HIMSELF:**

Subject to the terms hereof the client shall be deemed to have satisfied himself as to and has accepted all the conditions, representations, warranties and circumstances affecting each order and contract.

## **4. PRICES:**

- (a) The Company's listed prices are subject to alteration at any time without prior notice.
- (b) The prices quoted in estimates, specifications, acceptance of orders or contracts are based on the quantities specified therein and the Company reserves the right to revise prices in the event of the quantities being reduced or increased.
- (c) All prices quoted by the Company are subject to exchange rates, duties, surcharges, freight and transport costs, and clearing agent's charges ruling at the time. Any subsequent changes will be for the client's account, unless quoted as "fixed".
- (d) The Company takes great care in basing prices on the correct customs tariff. Should Customs however charge a different tariff to that used by the Company, the difference will be for the client's account.
- (e) Should overseas suppliers increase their prices, the Company shall be entitled to pass on these increases to the client unless quoted as "fixed".

## **5. TERMS:**

In tenders and quotations all prices quoted exclude VAT unless otherwise stated. The Company's tender or quotation, unless otherwise agreed in writing, is open for acceptance within thirty days from date hereof.

## **6. CARRIAGE:**

- (a) Unless otherwise specified, prices quoted are "free Johannesburg, Pretoria, Cape Town and Durban"
- (b) All other delivery or transport costs by rail, road or air are for the client's account.

## **7. DELIVERY:**

- (a) Delivery times are estimated as accurately as possible and the Company will use its best endeavours to adhere to such estimated times. However delivery times are not guaranteed unless otherwise agreed by the Company in writing. Accordingly, the Company shall not be liable for any delays, which are not so guaranteed. Delivery times are also subject to revision without notice and the Company cannot accept any liability for late deliveries. The period specified for delivery on the Company's quotation: Shall commence from final settlement of details and specifications, and not from the date of order, tender or contract.
- (b) Goods required to be delivered by the Company shall be received, off-loaded, stored and protected by the client and thereafter shall be at the client's risk.

## **8. END USE:**

The suitability of the goods for the use contemplated by the client is the sole responsibility of the client and the Company shall in no way be responsible for the suitability of the goods sold for any particular end use.

## **9. VARIATION:**

No variation of these conditions shall be binding on the Company unless such variation is agreed to in writing by the Company.

## **10. RISK:**

- (a) All goods shall be at the Company's risk until delivery in terms of their order unless otherwise agreed to in writing by the Company.
- (b) All goods duly delivered to clients shall be at the client's risk.

## **11. DAMAGE, SHORTAGE OR LOSS INTRANSIT:**

The Company does not accept responsibility for any damage, shortage or loss, unless either:

- (a) Damage or shortage is notified in writing both to the Company and to the carriers within 7 days of receipt of goods and the relevant waybills/consignment notes have been endorsed accordingly by the consignee.

