

HELTRONIC CAPE PTY LTD TERMS AND CONDITIONS

HELTRONIC CAPE PTY LTD
76 Denton Street
Parow Industria
7493

1. **CONDITIONS OF SALE**

2. **GENERAL:** The acceptance of this order confirmation includes acceptance of the following terms and conditions.
3. **VALIDITY:** Unless stated to the contrary, this quotation is open for acceptance within 30 (thirty) days and is subject to confirmation by the seller.
4. **LIMITS OF CONTRACT:** The order confirmation includes on the supply of the machines, material and services specified herein. Any additional goods delivered or work carried out by reasons of the purchaser's instructions, shall be extra to the quoted price.
5. **DELIVERY:** All delivery and completion times are given in good faith and every endeavor will be made to effect delivery within the period or periods specified. The purchaser acknowledges that when goods are shipped, an exact date and time for delivery cannot be provided as there are many factors, beyond the control of the seller, which may affect the delivery date and time of the goods. In any event the Seller shall not be liable for consequential damage. Ownership of the goods will rest with Heltronic Cape Pty Ltd until payment has been received in full. Payment of the full value of the order is required before Heltronic Cape Pty Ltd will deliver or before we can authorize collection and or as per agreement.
6. **INCREASE IN TAXES, ETC:** Any increases in taxes, duties, customs or other charges imposed by Government Authority after date of this order confirmation are for the account of the purchaser.
7. **INCREASE IN COST OF PRODUCTION AND DELIVERY:** "If the cost of production and/or delivery are increased through any cause consequent to war, or through reasons of a general social or economic character, civil disturbances etcetera, the purchaser will be informed and the purchaser have the option to proceed or cancel the order/transaction. Should the purchaser elect to proceed with the order/transaction the additional costs will be for the purchaser's account.
8. **EXCHANGE:** Subject to any contrary provisions in the body of this order confirmation changes in price due to variations in exchange rates between the local currency and the currency of the country of origin shall be for the buyer's account.

9. **OWNERSHIP:** Notwithstanding anything elsewhere provided or implied, the ownership in the goods sold, both before and after delivery, shall remain with the Seller pending payment in full whether on the due date or during default but the risk in the goods shall pass to the purchaser on delivery.
10. **DAMAGES:** The Seller shall not be liable for any unforeseen loss or damage of any direct/indirect nature whatsoever, as a result of goods being unsafe and/or defective and/or failing due to fair wear and tear, misuse and/or abuse caused by the purchaser, or to any other specification or performance figures or result of any service rendered by a 3rd party or as a result of incorrect or late delivery for any reason beyond our reasonable control.
11. **ACCEPTANCE OF ORDER:** Terms and conditions on the purchaser's order at variance with the terms and conditions stated herein are binding on us only if the Seller specifically accept them in writing.
12. **MAINTENANCE:** The purchaser will ensure that his staff are familiar with the methods of operating and maintaining the equipment, failure on the part of the purchaser to comply with the provisions of this condition will allow us, at our discretion not to fulfill our obligations in terms of any guarantee/warranty.
13. **WHOLE AGREEMENT:** The document contains the entire agreement between the Purchaser and the Seller. Neither party will have any right, nor remedy, arising from any undertaking, warranty or representation not included in this document.
14. **VARIATION:** This contract cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written agreement between the Purchaser and the Seller.
15. **RELAXATION OF TERMS:** No relaxation of the terms of this agreement and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be waiver of his rights, or in any other way limit, alter, or prejudice those rights.
16. **INSTALLATION:** Where equipment is quoted on delivered and erected basis, this will not include costs involved where alterations to the building is required, eg: removing of windows, widening of doorways or strengthening of floor, etc., and the electrical connections to the machine, unless stated in writing.
17. **WARRANTY:** One year - parts and labour including installation thereof during normal working hours i.e: 08h00 – 16h00. Warranty shall be excluded in the case of repairs or modifications by others, incorrect use of goods or tampering therewith by others. The warranty will be based on a normal 40hour week.

18. **REFUND POLICY:** The Customer must choose products carefully and correctly. We do not normally give refunds if the Customer simply changes his mind or make the wrong decision. The Customer can choose between an exchange, repair and or refund, where goods are determined to be as defective within the warranty period within 7 business days days the goods are wrongly described, different from the sample shown to you or do not perform. If the product is amended, misused, altered or cannot be returned due to public health reasons we will not accept a return of the product unless defective. We may charge a handling fee if the return is accepted by Management.
19. **FORCE MAJEURE:** If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labour troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this Agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except if any delay exceeds six months, then the part entitled to such performance shall have the option to terminate this Agreement.