



## STANDARD TERMS & CONDITIONS OF BUSINESS OF N AND Z INSTRUMENTATION AND CONTROL (PTY) LTD (REGISTRATION NO: 1965/003646/07) AND/OR N AND Z INSTRUMENTS CAPE (PTY) LTD (REGISTRATION NO: 1988/006911/07)

1. Notwithstanding anything to the contrary, quotations are made and orders accepted only subject to the following:
2. **PRICE:** Quotations are based on **rate of exchange** as noted and rates and costs such as taxes, transport costs including ocean freight or airfreight, loading charges or dock dues, insurance, duty and surcharges, railage, wages, statutory allowances and expenses, and costs of materials and services ruling. **N&Z reserves the right to vary prices in accordance with variations in the foregoings.** Where N&Z makes such adjustments it will not be obliged to produce supporting proprietary documentation such as invoices, details of payment to suppliers or bills of entry, etc.
3. **DELIVERY:** Whilst delivery times are given in good faith and we will endeavour to comply therewith, we cannot accept any responsibility for any loss or damage incurred by the Purchaser on account on any delay or failure to deliver, arising through any cause, whether beyond our control or not, nor can we make any allowance whatsoever on that account, whether by penalty, deduction from the contract sum or otherwise. The Purchaser shall accept delivery when delivery is tendered and shall not be entitled to resile from the contract on account of delay in delivery. N&Z may make staged deliveries and charge for goods and services as they are provided. The period/s of delivery as specified by us date from receipt of a full, firm and final order to allow us to proceed with uninterrupted completion of contract. Time shall not be the essence of the contract.
4. **COMPLIANCE WITH PURCHASER'S SPECIFICATIONS:** Equipment offered may not necessarily meet with the exact specifications as laid down by the Purchaser. Every effort has been made to offer equipment that conforms as closely as possible to those specifications but Purchasers should refer to specifications as laid down by us and in the manufacturer's specification sheets when the latter are included.
5. **MATERIALS OF CONSTRUCTION:** When requested, recommendations regarding suitable materials of construction are made in all good faith, but we cannot accept responsibility if any equipment supplied fails in an adverse environment. Purchasers should satisfy themselves that the materials offered are suitable for the application.
6. **INSTALLATION, COMMISSIONING AND OTHER OUTSIDE WORK:** Unless specifically stated otherwise, the prices quoted in this tender do not include for any installation, commissioning and other outside work.
7. **ACCEPTANCE OF OFFER:** Purchasers accepting our offer must do so in the form of a full, firm and final order allowing us to proceed with uninterrupted completion of contract. The tender includes only the supply of the material and or performance of services therein specified. Any additional goods required or any additional work to be carried out by reason of the purchaser's instruction shall be charged for additionally. Any revision or cancellations charges resulting from revisions or cancellations after a detailed order has been placed will be for the Purchaser's account.
8. **FORCE MAJEURE:** We accept no liability whatsoever for failure to deliver, or to delay in delivery due to happenings so exceptional or extraordinary as not to be foreseeable, or forces which cannot be controlled by us.
9. **DOCUMENTATION CHARGES:** We reserve the right to levy charges for documentation on equipment supplied to countries outside the Republic of South Africa.

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10. **DISCOUNTS:** Discounts (where applicable) relate only to the price of goods and do not apply to other items such as postage or VAT. All discounts are forfeit if payment is not received by us within 30 days from date of invoice.
11. **RISK:** Risk in the goods shall pass to the customer on delivery.
12. **OWNERSHIP:**
  - (a) Risk in the goods shall pass on delivery but ownership in any goods delivered remains vested in us until the entire contract price shall have been paid. All such goods, whether affixed to immovable property or to other goods, shall be deemed to remain movable property and severable without injury to such immovable property or other goods.
  - (b) In order to protect our rights of ownership in our goods, we reserve the right to circulate to all parties who will be contracting with the buyer, a notice pointing out that ownership of our goods remains vested in us until the contract price has been paid in full.
13. **SUBJECT TO PRIOR SALE:** Any offer to deliver ex stocks on order, is made subject to such stock being unsold prior to receipt of order.
14. **WARRANTY:** N&Z warrants that all goods sold by it will be free from defects in material and workmanship for a period of **12 months** from date of dispatch. If any defect within this warranty appears
  - (a) The Purchaser shall notify N&Z immediately.
  - (b) N&Z agrees to repair or furnish a replacement for, but not install, any product which within one year from date of shipment by N&Z shall, upon test and examination by N&Z, prove defective in the above warranty. No product will be accepted for return or replacement without the written authorization of N&Z. Upon such authorisation and in accordance with the instructions of N&Z, the product will be returned, shipping charges prepaid by the Purchaser.

This warranty is in lieu of and excludes all other expressed or implied warranties of merchantability of fitness, or otherwise. Components or products manufactured by any supplier other than N&Z shall bear only the warranty of the manufacturer of that product and N&Z assumes no responsibility for the performance or reliability of the unit as a whole. The warranty does not extend to any product sold by N&Z, which has been subject to misuse, neglect, accident or improper installation or use. The warranty does not extend or apply to any unit, which has been repaired or altered at any place other than at N&Z's premises or services locations by any persons not expressly approved by N&Z.
15. **LIABILITY:** Notwithstanding anything to the contrary, **N&Z's liabilities howsoever arising is limited** to the replacement or repair of any defective goods returned by the Purchaser to N&Z, or at N&Z's discretion the charge in respect of such returned defective goods may be cancelled. In no event shall N&Z be liable for any damages nor shall the liability of N&Z arising in connection with any of its services or products, howsoever arising, exceed the actual amount paid by the customer to N&Z for such services or products.
16. **PACKAGING & DOCUMENTATION:** N&Z reserves the right to charge for packing and documentation.
17. **CREDIT:** Quotations are subject to our approving purchasers' credit.
18. **PAYMENT:**
  - 18.1. Where adequate credit facilities have been approved by N&Z and are available, payment shall be made free of any deductions within **30 days from date of statement**.
  - 18.2. Where credit facilities have not been approved or are inadequate to cover the total credit requirement, payment with order is required.
  - 18.3. N&Z reserves the right to make part deliveries and payment for part deliveries is required as per the above, notwithstanding that there may be further products or services to be delivered.
  - 18.4. Other than when advised by N&Z in writing, all payments are due 30 days from date of statement. Interest is payable on all overdue amounts at 2% per month or part thereof. All payments made to N&Z will firstly be allocated to interest.
  - 18.5. Goods remain the property of N&Z until paid for in full.
  - 18.6. N&Z reserves the right to apply Exchange Rate Adjustments as applicable.

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19. N&Z shall have the right to suspend any deliveries if any amount due by the Purchaser is unpaid. Where payment is not received by due date, **interest is payable** in terms of Section 1 of the Prescribed Rate of Interest Act 55 of 1975, with effect from due date and without any further notice of this from N&Z.

N&Z shall have the right forthwith to terminate any contract and/or repossess its goods and/or claim from the Purchaser immediate payment of any money owing by the Purchaser under any contract, notwithstanding any earlier agreement for credit and whether same is due for payment or not, if the Purchaser fails to pay any amount due to N&Z or any of its Holding, Subsidiary or Associated Companies on due date thereof; or is placed under a provisional or final order of sequestration, liquidation or judicial management; or commits any act of insolvency; or enters into any compromise with his/its creditors or fails to satisfy a judgement granted against him/it within seven (7) days after the date of judgement; or passes any goods acquired from N&Z or any of its Holding, Subsidiary or Associated Companies on to any third party for resale without the prior consent of N&Z; or changes the structure of its ownership; or deviates from its former method of trading.

In the event of N&Z instructing its attorneys to recover money or goods from the Purchaser, the Purchaser shall be liable for and shall pay all legal costs incurred by N&Z on the attorney-and-client scale including collection commission.

At the option of N&Z any claim against the Purchaser may be brought in any Magistrate's Court, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

20. **TERMINATION; CANCELLATION; RETURNED GOODS:** The purchaser may not cancel, alter or terminate an order except by agreement of N&Z and the payments of costs incurred. Returned goods will only be accepted at N&Z's sole discretion and a handling charge of a minimum of 25% will be made.
21. **INSURANCE:** Where N&Z insures goods being transported from N&Z's premises to the Purchaser, N&Z may charge the Purchaser for such insurance. The Purchaser must notify N&Z in writing of all claims with three (3) days of delivery.
22. **CUSTOMER SPECIFICATIONS:** All design and products supplied on a Purchaser's specification shall be at the Purchaser's risk.
23. **ERRORS:** N&Z reserves the right to correct errors and omissions.
24. **TAXES:** Prices exclude VAT.
25. N&Z reserves the right at its sole discretion to accept or reject any order or part thereof, irrespective of whether the order was in response to an official quotation or not.

**26. CONSTRUCTION, INSTALLATION, COMMISSIONING, CALIBRATION, REPAIRS AND OTHER SERVICES ON-SITE OR AT N&Z WORKSHOPS**

It is N&Z's aim to give you quality, cost effective service whether we are performing work at our premises or on site. However especially when it comes to site work there are many factors which are unknown or beyond our control (or your control) which impact on our costs and time scales. All our proposals and quotations assume the optimal situation as stated below.

1. We are supplied timeously with all the relevant information relating to the installation and the application.
2. Direct access to site without induction, medicals, safety plans, etc., except as defined in our quotation.
3. We are met on site by the relevant authorized people who have the necessary permits, keys, transport, etc.
4. Uninterrupted access to equipment and site, and any specific plant operation that may be required for installation, commissioning, etc.
5. The site is completely prepared including civils, trenching, conduits, cable trays, instrument stands, etc., except as defined in our quotation.

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6. A suitable power point within 5 meters of the installation point of our equipment, or our working area.
7. When our equipment is to be connected to any other equipment, that equipment is installed and commissioned, and the relevant people are available on site to co-ordinate any connections and commissioning that we are required to do.

If any of the above is not in place, we reserve the right to either put the project on hold or to proceed with the work, invoicing you for the project and additional time, travelling, material and other costs incurred as per our rate at that time.

We agree to the above for and behalf of:

Business Name: \_\_\_\_\_

Business trading Name: (if applicable) \_\_\_\_\_

Business Registration No: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

DATE: \_\_\_\_\_

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