

**CONDITIONS OF SALE, QUOTATION AND ORDER CONFIRMATION**

By the Purchaser accepting the Quotation and/or Order Confirmation for the purchase of products from P+F, the Purchaser shall be bound by the below mentioned terms and conditions of sale.

All quotations, order confirmations and sales are therefore made subject to the following express conditions:

**PRICE**

The goods forming the subject matter of the sale, shall be sold at the prices ruling at the date of dispatch from P+F's office and/or warehouse in terms of P+F's price list current as at that date.

**PAYMENT TERMS**

Strictly cash on delivery.

The purchase price shall be paid directly to P+F at the address appearing on the statement or at such other place as the company may in writing direct within 30 (thirty) days of the date of the first invoice reflecting such sale in South Africa, without any deduction, set-off or settlement discount

Account holders are required to pay 30 days net monthly.

All payment must be made free of any deduction or set-off.

**INTEREST ON LATE PAYMENT**

P+F reserve the right to charge interest on all late payments. Such interest will be charged at a rate of 15.5% per annum.

P+F shall be entitled, at its discretion, to appropriate any payments made towards the reduction of any indebtedness to it and any interest due in respect thereof prior to appropriation.

The Purchaser will be liable for all legal expenses, on an Attorney own client scale, incurred by P+F in recovery of any amounts due and outstanding.

**RETENTION OF TITLE**

Notwithstanding prior delivery and the passing of risk, ownership of and title to the products shall remain vested in P+F until the full purchase price, and any other amounts owing to P+F in respect of the products or arising from a credit application with P+F have been paid in full.

**DAMAGE, PACKING AND INSURANCE**

P+F do not accept liability for any damage caused to goods whilst in transit.

Any damage caused in transit must be reported to the carriers and a copy of the report setting out the damage suffered must be provided to P+F within two working days of the receipt of the goods.

Any special packaging and insurance will be charged to the Purchaser's account if applicable.

**DELIVERY**

Any time or date for delivery specified by P+F or the Purchaser in respect of any sale shall be approximate only.

Should P+F for any reason whatsoever, not be able to effect delivery of any goods on the date stipulated by itself or the Purchaser, the Purchaser shall be obliged to take delivery as and when P+F could conveniently effect such delivery.

In the event of P+F, for any reason whatsoever, not being able to effect delivery of all the goods, P+F may at its sole discretion, effect delivery of such of the goods as it may then be able to do so and the Purchaser is obliged to accept delivery of such goods notwithstanding partial delivery thereof.

The Purchaser agrees that its signature or the signature of its employees or any person purporting to represent it on the official delivery note or waybill of the company and/or on the delivery note of any carrier will constitute sufficient proof of delivery of the goods.

The Purchaser will be liable for any delivery charges and charges related thereto if applicable.

**DISCREPANCIES**

The Purchaser is obliged to examine the delivered products immediately after receipt thereof and inform P+F within 48 hours of any discrepancies, defects or faults in respect of the delivered products.

Unless the Purchaser gives timeous notice of short delivery, the Purchaser shall be deemed to have received the goods set out in the relevant delivery note.

Should the Purchaser have any claim whatsoever arising out of the short delivery of goods, the Purchaser shall notify P+F thereof, in writing, on delivery of the goods, by endorsing the relevant delivery note accordingly.

**RETURNS**

All returns are subject to P+F's return policy (a copy of which is annexed hereto) and the Purchaser is required to make itself aware of such policy.

Prior to the return of any goods, the Purchaser's intention must be communicated in writing to P+F, and proof of the return must be retained.

Depending on the goods supplied the Purchaser may be requested to complete the P+F Declaration of Contamination form. Should the Purchaser fail to return the aforementioned form, P+F will not process any such returns.

P+F reserves the right and has sole discretion to charge the Purchaser a reasonable handling and re-stocking fee for any such goods returned.

**VALUE ADDED TAX**

Value added tax shall be applicable at the prevailing rate on all transactions.

**NON VARIATION**

No addition to, variation, or consensual cancellation of the conditions of sale detailed in this document shall be of any force or effect unless expressly agreed in writing and signed by or on behalf of the parties by an authorised representative. This includes any standard terms which may appear in any other purchase documents, quotations, order confirmations or other communications relating to the goods and or services supplied by P+F.

**GUARANTEE**

No agreement, warranty, condition representation, promise, statement or undertaking, whether made before, or after, a sale, shall be binding on P+F unless contained herein or confirmed officially in writing under the company's signature.

P+F does not give any warranty against defects, be they patent or latent, nor does P+F give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the goods or of their fitness for any particular purpose, other than any warranty or guarantee that may have been expressly given in writing. P+F shall be deemed to be unaware of the particular purpose for which the goods or any product made there from is required.

The liability of P+F is limited to the repair or replacement of goods showing defects arising solely from faulty materials and or workmanship. P+F's product guarantee and liability is valid for one year from the date of dispatch of the goods from P+F's works. All other warranties whether implied by statute or common law or otherwise are hereby expressly excluded. Defective goods returned should be sent, (shipping and packaging paid by the Purchaser) to: Pepperl+Fuchs (Pty) Ltd, 1st Floor Zerwick Forum, 8 Glen Eagle Office Park, Cnr of Monument rd and Braambos Street, Glen Erasmia, Kempton Park 1619, South Africa

**SPECIAL CONDITIONS**

In the event of the Purchaser's order documentation containing special printed conditions, the order for the goods will only be accepted by P+F on the understanding that those conditions are not at variance with the conditions set out herein or, if there is any variance, that such conditions are deemed to have been waived by the Purchaser unless prior written agreement has been received.

**DAMAGES**

P+F shall not be held responsible for any consequential or special damages howsoever arising from the use of any of its products or defects thereof.

P+F shall not be liable, under any circumstances whatsoever, for any loss of profit or other special damages or any indirect or consequential damages arising out of any breach by it or any of its obligations under this contract or any act of negligence or omission on the part of P+F and/or its employees or for any reason whatsoever.

**FORCE MAJEURE**

P+F shall not be liable for any default in respect of the conditions of sale due to any act of God, war, strike, lock-out, industrial action, fire, flood, draught, tempest or other even beyond the reasonable control of either party. As a result of any of the aforesaid events, delivery dates may be subject to change as advised by P+F.

**CREDIT BUREAU**

In the event of any default by the Purchaser of any provision of this agreement, the Purchaser hereby consents and authorises the company to furnish the name, credit record and repayment history of the Purchaser to any credit bureau as a delinquent debtor, it is also agreed that the P+F may use any means to verify the information contained in this document.

**DISPUTES**

Any and all disputes arising out of these conditions of sale, shall, be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators agreed to between the parties to the dispute and failing such agreement within three days of a request therefore by any party, appointed by the AFSA. The ruling/award made by AFSA shall be final and binding on all parties.

For the purposes of having any award made by the arbitrator/s being made an order of Court, each of the parties hereby submits to the High Court of South Africa.

Notwithstanding anything to the contrary, any party shall be entitled to apply for, and if successful, be granted, an interdict from any competent Court having jurisdiction in South Africa.

The Purchaser hereby consents and submits to the jurisdiction of the High Court of South Africa having jurisdiction in respect of any dispute or claim arising out of or in connection with these conditions of sale.

Any and all rulings made by the High Court of South Africa will prevail and such ruling will be final and binding on all parties.

**DOMICILIUM CITANDI ET EXECUTANDI**

The purchaser hereby elects, as its domicilium citandi et executandi, at which it will accept service of any process of notice in terms hereof, the physical trading address listed on the quotation or order confirmation.

**Pepperl+Fuchs (Pty) Ltd**

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