

TERMS & CONDITIONS OF SALE

1. GENERAL

- 1.1 These conditions of sale are applicable to all Orders, whether verbal or in writing, placed on Nu-Quip A Division of Brandcorp (Pty) Limited without variation and alteration and no waivers are valid unless committed to writing and signed by an authorised representative of Nu-Quip A Division of Brandcorp (Pty) Limited.
- 1.2 Any illustrations, diagrams and specifications supplied or published by Nu-Quip A Division of Brandcorp (Pty) Limited are to be regarded as a guide for information purposes only. If specific parameters are required these must be specified and confirmed at the time of placing the order.

2. PRICES

- 2.1 All Prices quoted exclude value added Tax, are ex works Durban and are valid for acceptance within 7 days of quotation date unless otherwise stated in writing.
- 2.2 In the absence of a written quotation prices ruling at the time of order will be applicable for delivery ex-works Durban.

3. PAYMENT TERMS

- 3.1 Unless otherwise specified in writing payment is due and payable 30 Days from Statement date.
- 3.2 An early settlement discount of 2,5 % is applicable for all payments **received within** 30 days. Any discounts taken on payments which are not received within 30 Days will be disallowed.
- 3.3 Credit Limits are requested by the Creditor at the time of application for Credit. Accounts which reach their limit will be suspended until a payment is received to bring the Account within its limit or an application, in writing, is received to increase the limit.

4. DELIVERY

- 4.1 Any Delivery times quoted will be calculated **from the date of receiving the official Order.**
- 4.2 No liability whatsoever can be accepted for delayed deliveries due to circumstances beyond our control, subject to there being no negligence or misconduct on the part of Nu-Quip.

5. VALIDITY

- 5.1 Unless otherwise stated in writing all quotations verbal or written are valid for **7 Calendar Days** from the date of the Quotation.

6. **CLAIMS**

- 6.1 Your Company Representatives signature on the Delivery Note signifies acceptance of the Delivered Goods without qualification and no claims for shortages will be recognized unless made at the time of delivery and notated on the relevant Delivery Document.
- 6.2 Any Claims for defective goods must be made within 14 Calendar Days of Delivery and will only be accepted after our examination of the goods confirms the claimed defect.
- 6.3 Our Liability for defective goods is limited to replacement or repair at our discretion and we shall not be liable for any consequential loss or damage in any form whatsoever or charges arising there from, subject to there being no negligence or misconduct on the part of Nu-Quip. We furthermore agree that the Parties shall not be liable to each other for indirect or consequential loss.

7. **OWNERSHIP**

- 7.1 Our responsibility for the goods ceases at the point of delivery, notwithstanding the fact the ownership vests with us until paid for in full.
- 7.2 Since ownership vests in us until fully paid, we shall, in the event of default, be entitled to forthwith attach and remove the goods to be held as security pending full settlement.

8. **LEGAL**

- 8.1 All quotations and orders as a result thereof, are subject to the laws, of the Republic of South Africa.
- 8.2 Any and all costs of legal proceedings and/or collection costs occasioned by any breach of our Conditions of Sale by the Purchaser shall be for the Purchasers account and shall include such costs as tracing expenses and collection commissions.

9. **TERMINATION OF CREDIT FACILITIES**

- 9.1 Nu-Quip A Division of Brandcorp (Pty) Limited reserves the right to terminate any and all Credit Facilities granted in terms of this Application, for whatsoever reason, at the discretion of its management.