



## CONDITIONS OF SALE

### 1. GENERAL

- a. In these conditions which shall be applicable to all transactions between the Supplier and the Customer.
- b. 'the Supplier' means Beckhoff Automation (Pty) Ltd.
- c. 'the Customer' means a person, firm, company or association buying from the supplier.
- d. The supplier reserves the right to reject any orders in whole or in part placed by the customer with its sale representatives.
- e. These conditions of sale shall be binding on all transactions between the supplier and the customer and no variations, alterations, additions or cancellation of these terms shall be binding unless such is in writing and signed by both parties.
- f. All orders accepted by the supplier will be confirmed in either electronic format or by means of fax to the customer. If at any time the value of any items on the order differs from the current listed price in current pricelist, or from the specified values from a valid quotation, the order will be rejected. The responsibility lies with the customer to ensure that all orders were received and accepted by the supplier.

### 2. PRICES

- a. Any discounts allocated by the supplier can be revoked by the supplier and are on a per order basis. Therefore the customer may not assume discounts for an order, based on previous discounts allocated.
- b. Prices quoted are exclusive of sales tax.
- c. Notwithstanding the provisions of 2a and 2b, should the cost of the supplier of the goods ordered be increased, the supplier may increase the price of the goods to the customer proportionately to the increase in the cost.

### 3. CREDIT

- a. Under no circumstances shall the duration of any transaction exceed thirty (30) days from date of statement. No transactions and/or credit given to the customer shall at any stage exceed thirty (30) days.

### 4. DELIVERY

- a. Whilst every effort will be made to deliver and/or dispatch the goods as advised on the order form, the supplier does not guarantee delivery and/or dispatch on any specific date and shall not be liable for any damage or failure to deliver/dispatch timeously for any reason whatsoever.
- b. The customer shall not be entitled to cancel an order by reason of any delay, and all orders are irrevocable, unless and until rejected by the supplier.
- c. **CARRIERS AND COURIERS**
  - i. Unless otherwise agreed between the supplier and the customer in writing, any carrier shall be deemed to be the agent of the customer. The risk in the goods, not the ownership, shall pass upon delivery to such carrier, and thus on to the customer, even in the event of the supplier appointing the carrier. Should the supplier accept the transport costs of the courier, these costs shall not include insurance costs. Any and all forms of insurance costs related to carriage of products remain those of the customer. Unless otherwise agreed in writing between the supplier and customer, the supplier shall not arrange for any form of insurance for products dispatched via any carrier.
  - ii. The supplier is entitled to recover the cost of delivery from the customer. All products are sold "Ex-Works" from the suppliers registered business address. If the supplier chooses to contribute the costs of a courier service, it is at the discretion of the supplier and the customer may not assume that the supplier will also carry the courier costs on any other orders.
  - iii. The supplier may insure the goods in transit and may recover the cost of insurance from the customer if requested to do so by the customer, but failure to ensure pursuant to any such request shall not give rise to any claim by the customer against the supplier.



- iv. No claim by the customer against the supplier in connection with goods purchased by the customer from the supplier shall be enforceable unless the customer shall have notified the supplier in writing of such claim, specifying the particulars thereof in sufficient detail to enable the supplier to deal therewith, within seven days of receipt of the goods. The supplier shall not in any circumstances incur any liability to the purchaser for any consequential loss or damage of whatsoever nature arising from alleged non-performance or improper performance by the supplier of its obligations to the customer, or for any other reason whatsoever.

## 5. OWNERSHIP

- a. Ownership of the goods shall not pass to the customer until the full purchase has been paid. Where goods are sold by the customer on credit, the customer remains liable for their own bridging finance in order to settle their account with the supplier within the agreement of the standard payment terms.
- b. The supplier shall have the right forthwith to terminate any contract and/or repossess its goods and/or claim from the customer immediate payment of any monies owing by the customer under any contract, notwithstanding any earlier agreement for credit and whether same is due for payment or not of the customer fails to pay any amount due to the supplier 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 creditor or fails to satisfy any judgement granted against him/it within seven days after date of judgement; or passes any goods acquired from the supplier to any third party for resale with on the prior written consent of the supplier.

## 6. PAYMENT

- a. The supplier shall have the right to suspend any deliveries if any amount due by the customer is unpaid according to prescribed payment terms.

## 7. INTEREST

- a. Interest on overdue amounts shall be charged to the customer at a rate of 25% per annum.

## 8. LEGAL COSTS

- a. In the event of the supplier instructing its attorneys to recover money or goods from the customer, the customer shall be liable for and shall pay all legal costs incurred by the supplier on the attorney and client scale, including collection commission.
- b. Jurisdiction:  
The applicants consents to the jurisdiction of any magistrate's court, having jurisdiction by virtue of section 28 of the Magistrate's Court Act, for the determination of any claim which the supplier may at any time have against the customer, arising out of the supply of goods /services, and which would otherwise be beyond the jurisdiction of the magistrate's court, because of the amount of the claim. Notwithstanding the aforementioned, the supplier shall be entitled in its discretion to institute legal proceeding in any other court of competent jurisdiction.

## 9. GENERAL

- a. No variation of these conditions shall be of any force or effect unless it is recorded in writing and signed by the company's authorised officer for the time being.
- b. No indulgence, extension of time, relaxation or latitude which the company may permit at any time in regard to the carrying out of any of the customer's obligations shall prejudice the supplier in any matter whatever or be a waiver by the supplier of any of its rights against the customer.