



TERMS AND CONDITIONS

This is an excerpt of the complete Terms and Conditions. It is a special condition of any quote by LAG Supplies, that it is made subject to all terms and conditions appearing hereon including the complete version. Acceptance of a quote will constitute an acceptance of all the terms and conditions by the buyer herein and insofar as you may seek to impose further or differing conditions in accepting this quotation, such further or differing conditions shall not be binding upon us unless specifically agreed to by us in writing after being notified thereof. LAG Supplies reserve the right to amend these terms and conditions at any given time without notifying any new or existing clients and it will be binding and will overwrite any previous versions even though signed for.

1) ACCEPTANCE:

- a) It is an express condition of our quote that the acceptance thereof be accompanied by enough information to enable us to proceed with the whole of the order forthwith.
- b) Acceptance must be for goods as quoted by us. Drawings, dimensions, and weights submitted must be taken as approximate only and do not form part of the Quote.
- c) All extras and accessories ordered but not specified in our quote will be charged for separately as will the cost of all tests, alterations, additions, and other work undertaken at the Buyer's request.
- d) Acceptance of any quote will be in the form of a signature and/or payment to LAG Supplies.

2) LIMITS OF AGREEMENT: All quotes include only such goods and/or equipment, materials, accessories, and work as specified therein.

3) PRICES:

- a) The price/s quoted above is/are valid for 7 days from date of quote and unless stated does not include transport.
- b) All prices quoted are subject to alteration without notice to take account of fluctuations in current suppliers' prices, prevailing rates of exchange, freight transport insurance, labour, importing landing and clearing charges and customs duties. Any variation in any of the foregoing between the date of any quote and the time or times of delivery which results in an increase in cost of the goods and/or equipment as tendered will also increase the set price proportionately and all such disputes shall be referred for decision to arbitration in terms of the Arbitration Act of the Republic of South Africa of 1965.
- c) We shall be entitled to adjust the price to take account of any delay on the part of the Buyer in supplying information required to complete his order or of any alteration made by the Buyer to specifications or other information supplied by the Buyer.

4) TERMS OF PAYMENT:

- a) For R.S.A orders unless otherwise specified on the face hereof the terms of payment shall be in advance prior to delivery. No delivery will be executed without receiving the full amount for the goods quoted.
- b) Outside R.S.A orders – Payment in advance in USD, ZAR, Euro, or British Pounds which will include all taxes and cost as may be applicable within the borders of South Africa but may exclude certain taxes and duties applicable within the country of delivery.
- c) Any cash deposits will accumulate a 2.5% banking fee.
- d) Use the Estimate No as the reference for your payment.
- e) If you're using a different bank than Mercantile Bank and require your item as quickly as possible, please ensure to do an Immediate payment to avoid unnecessary time delays. (Mercantile Bank is a division of Capitec Bank Pty Ltd).
- f) As soon as the money reflects in the account, the process will start.
- g) It can take up to 7 business days for the warehouse to unpack, assemble the product & test that it is in excellent working condition.
- h) Once this process is done you will be contacted when your product is ready for collection or delivery.

5) GUARANTEE:

- a) Any part/s of goods sold to the Buyer which are proven to be defective will be replaced by the supplier based on the terms and conditions of the said supplier and not by us.
- b) The guarantee contained in paragraph (a) of the Condition only extends to articles of suppliers. Such articles carry only the manufacturers' guarantee (if any), and the Buyer is entitled to the benefit of that guarantee only so far as we have power to transfer it.
- c) The guarantee contained in paragraphs (a) of this Condition will be invalidated if without our consent, the Buyer makes, causes or allows any alterations or repairs to be made to goods, or fits accessories not supplied by us, or if any defect in or breakdown of the goods is due to improper handling or negligence on the part of the Buyer, its servants, agents or contractors or to any other cause outside our control.
- d) Save as aforesaid, there are excluded from the agreement with the Buyer all conditions, guarantees or warranties, (including conditions, guarantees and warranties as to the capacity quality performance or description of any goods supplied by us or their suitability or fitness for any purpose) which but for these Conditions of Sale would or might be deemed to be implied by statute or common law or otherwise or would or might be deemed to apply by reason of any representation whether express or implied and whether orally or in writing.
- e) Save as expressly provided in these Conditions we shall be under no liability whatsoever in respect of any loss, damage, injury, or expense whatsoever arising from any defect in the goods and in particular (but without prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects.
- f) The Buyer will indemnify us in respect of any liability, loss, claim or proceeding whatsoever arising whether under statute or at common law in respect of any damage to property or the death of or injury only such death or injury shall be proven to have been caused by our negligence or that of our employees.
- g) Furthermore, we do not guarantee the fitness of any goods and/or equipment sold to you by us, and any suggestions or representations made by our employees, or any freelance sales representatives are only given to assist you and are not binding on us in any way whatsoever. We do not admit responsibility, nor shall we accept liability for consequential damages arising from any cause whatsoever.
- h) Any product/s or good/s sold "voetstoots", "as is" or "second-hand" will not have a guarantee from the supplier, seller, or us in any form whatsoever and the client will take full responsibility in ensuring that the products is in the condition as per the quote, and by viewing the product or good before payment as well as on the day of delivery or pick-up from the seller or location provided.

6) VALIDITY OF QUOTE: 7 days or as may be expressed on the body of the quotation

7) DELIVERY AND RISK TO THE GOODS:

- a) We will use our best endeavours to comply with our quoted delivery dates, but we will not be liable for any loss, damage, injury, or expense either direct or indirect and including, but not limited to, loss of profit or liability to third parties which may be suffered by the Buyer by reason of late delivery of the goods from whatever cause such late delivery may arise.
- b) We shall not be responsible, nor shall we be liable for any loss or damage direct or consequential arising from delays in delivery due to Act of God, breakdowns of machinery, strikes, labour disputes, war, riot, civil connotation, delays of manufacturers or transportation, accidents, regulations, or orders of any Government or to any other cause whatsoever beyond our control.
- c) Where delivery is required, our quote will include a delivery fee, or the buyer can opt to use his/her own delivery service for the goods and/or equipment. LAG Supplies does not take responsibility, and/or risk for any shipping/delivery.
- d) Courier packages can take between 3-5 business days to arrive at your premises after it is booked in.
- e) Goods sold "Ex supplier's or our Premises", or ex pickup point will be dispatched in accordance with the Buyer's instructions and the risk of such Goods will pass to the Buyer from the time of loading at our location or supplier location or any other given location as per the goods or products sold.
- f) Goods sold "Delivered" will be dispatched by whatever means of transport we choose unless a specific method of transport has previously been agreed in writing. LAG Supplies do not have their own trucks for deliveries and therefore we make use of third-party courier and/or shipping companies to manage our deliveries, and therefore we do not take responsibility for any damages nor for loss due to theft or any acts of God etc, once the product leaves the supplier's property.
- g) It is the clients responsibility to have some form/means of offloading equipment to offload the item(s) from the truck as the trucks we use does not have offloading equipment.
- h) **STORAGE:** If within seven days after we dispatched our notification to the buyer that the goods sold Ex our Premises are ready and the Buyer has not made arrangements for the collection or storage of the goods, we shall be entitled to arrange storage either at our location or elsewhere on the Buyer's behalf and all charges for storage and/or insurance shall be for the account of the Buyer.

9) CLAIMS:

- a) No claim by the Buyer shall be entertained by us for shortages in the goods and/or equipment purchased nor for any defect therein nor for any claim otherwise arising out of or in connections with the said goods and/or equipment unless within 48 hours of the time of delivery or pickup written notification is received by us of the claim in question.
- b) In connection with any product/s and/or good/s supplied by us or the installation or erection by us of any machinery or equipment in terms of this agreement we shall under no circumstances be responsible for any loss of profit or any direct or indirect consequential losses, damages or other charges or costs howsoever arising suffered by the Buyer.
- c) Should any dispute arise regarding the product/s and/or good/s in terms of the order, then the product/s and/or good/s shall not be used in any way and the Buyer shall be obliged to store the product/s and/or good/s at his risk and expense until settlement of the dispute.

10) DRAWINGS SPECIFICATIONS ETC:

- a) Dimensions details and statements as to capacity, or performance specified or contained in any manufacturers or suppliers' drawings, quotations, catalogues, specifications etc. though based on wide experience and carefully given, are not intended as a contractual obligation and accordingly the customer shall have no right of cancellation or any claim whatsoever against us arising therefrom.
- b) We reserve the right that the supplier and/or manufacturer make changes at any time and without notice in the materials dimensions and designs of their product/s and/or good/s and such changes shall not affect the validity of any Agreement between us and the Buyer.
- c) In the event of the supplier and/or manufacturer having produced a later model of the equipment to which this tender or any part thereof relates delivery of such later model shall be deemed to be full compliance by us with all the terms and conditions thereof.

11) PERMITS AND LICENCES: All quotes when accepted shall be conditional upon and shall be of no force and effect unless any necessary import permit and/or export licence is made available within a reasonable time after such acceptance. We shall use our best endeavours to produce such permit and/or licence and the Buyer shall on our request sign all application forms and other documents and furnish all such particulars as may be required for this purpose.

12) OWNERSHIP: The goods and/or equipment supplied by us in terms of any quote are sold subject to the suspensive condition that until payment has been made to us in full of the total purchase price, the ownership therein shall not pass to the Buyer but shall remain exclusively ours notwithstanding that the said goods and/or equipment or any other portion thereof may whether with our knowledge or not have been delivered and/or erected and/or fixed in any building or on any land occupied by the Buyer. Pending payment in full of the purchase price as aforesaid the Buyer shall not under any circumstances be entitled to sell, alienate, pledge, or encumber the said goods and/or equipment nor render or supply the same goods and/or equipment to be subject to any landlord's or any other lien or right of retention. The risk of the goods and/or equipment purchased in terms hereof shall pass to the Buyer notwithstanding anything to the contrary hereinbefore contained immediately upon delivery thereof.

13) BUYER'S CONDITIONS: It is an express condition of any quote that conditions of sale stipulated on Buyer's correspondence whether incorporated in the acceptance of any quote or not shall not annul or modify any of our conditions of sale or be additional thereto unless expressly agreed to by us the Buyer's conditions shall not be binding upon us.

14) DEFAULT: In the event of the Buyer failing to take delivery when intended of the goods and/or equipment hereby sold or failing to make payment of the purchase price thereof on due date/s of payment thereof or failing to fulfil any other obligation undertaken by him under the terms and conditions of this agreement and remaining in default or breach of such obligation after having received 7 days written notice from us requiring him to remedy or cure such default or breach then we shall be entitled at our option either to enforce the agreement, a Law or to cancel the same and in the event of our electing to cancel the same such cancellation shall be without prejudice to and under reservation of our right to recover from the customer any and all loss and damage sustained by us by reason of such default or breach.

15) AVAILABILITY OF GOODS AND/OR EQUIPMENT: Any quote is subject to the goods and/or equipment to which it relates being available to us from the supplier and/or manufacturer.

16) TRADEMARKS: No trademark or name carried on goods supplied by us may be erased or replaced without our consent.



TERMS AND CONDITIONS

- 17) **NOTICES:** Where a notice is required to be served on us by the Buyer or on the Buyer by us such notice must be served in writing. Any notice to us shall be sent to the address given on the face of our quotation and any notice to the Buyer shall be sent to the Buyer at the address given in his order or acceptance of our quote. Wherein these Conditions a period is specified within which notice is to be given, such notice must reach the party to which it is addressed within that period.
- 18) **CANCELLATION:**
- 19) The Buyer shall not be entitled to cancel the agreement or any part thereof nor to require delay in its performance without our written consent which will only be given on terms which will indemnify us against loss.
- 20) REFUNDS or cancellations will be liable to a 25% handling fee.
- 21) **LEGAL CONSTRUCTION:**
- a) This agreement shall constitute the full agreement in all respect be construed and operated as a South African agreement in conformity with the Law of the Republic of South Africa.
- b) The Buyer hereby consents in terms of the Magistrates Act, Section 45 of Act 32 of 1944 to the Seller taking any legal proceedings for enforcing any of its rights in terms hereof in the Magistrate's Court of Randfontein, having jurisdiction in respect of Section 28(1) of the said Act.

