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Labcon Terms and Conditions of Sale

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1. Definitions

- 1.1 In this agreement, unless the context indicates otherwise, a reference to any gender shall include the other genders. The singular shall include the plural and the following words and expressions shall have the meanings respectively assigned to them in this clause:
 - 1.1.1 `Supplier` means LABCON LABORATORY EQUIPMENT (PTY)LTD;
 - 1.1.2 `Purchaser` means the person, firm, company, or another legal person who places an order for the goods with the Supplier and includes any user, potential user or successive Purchaser;
 - 1.1.3 `Goods` means the products ordered by the Purchaser which products are the subject of the contract and includes the use of the word `product`
 - 1.1.4 `contract` means this agreement of purchase and sale between the Supplier and the Purchaser;
 - 1.1.5 `invoice` means the document recording the sale and containing information relating to the goods and the amount payable by the Purchaser in respect thereof as well as other salient information;
 - 1.1.6 `the parties` means the **Supplier** and the **Purchaser**;
 - 1.1.7 Words importing natural persons shall include a corporate body.
 - 1.1.8 `COD` means cash on delivery/collection.

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2. Recital

- 2.1 The **Supplier** shall deliver the **goods** to the **Purchaser** subject to the terms and conditions herein prescribed which shall be final and binding on the parties.
- 2.2 Acceptance by the **Supplier** of any order from the **Purchaser** for the **goods** shall be on the terms and conditions as are contained herein and shall be binding on the parties.

3. Purchase price

- 3.1 The price of the **goods** shall be the **invoiced** amount which shall be fixed and not be subject to a discount unless otherwise clearly stated.

4. Purchaser Orders

- 4.1 A purchase order from the **purchaser** must be sent to the **supplier** in writing. The purchase order must stipulate the **goods** purchased, specifications of **goods**, special instructions, and the accessories.
- 4.2 The **supplier** will not be held liable for any **goods** supplied other than what has been stipulated on the purchase order.

5. Terms of Payment

- 5.1 The **Supplier** shall **invoice** the **Purchaser** once the **goods** are completed and ready for dispatch, which date may precede the estimated completion date indicated in the order of purchase.
- 5.2 COD orders shall be paid in full before dispatch of the **goods** from the **Supplier's** premises. The amount on the **invoice** must reflect in the **Supplier** bank account before the **goods** are dispatched.
- 5.3 **Purchasers`** enjoying credit terms with the Supplier shall pay strictly in accordance therewith, as per credit application form (LC-9-FRM-002-0) and not later than the last business day of the month following the month in which the **goods** were **invoiced**, unless payment terms are otherwise stated on the **invoice**. The **Purchaser`s** indebtedness shall arise on the completion date and not the delivery date.
- 5.4 Credit terms are strictly COD unless a credit application form (LC-9-FRM-002-0) has been submitted and approved.
- 5.5 All orders exceeding an amount of R150 000-00(ZAR) will be deemed as a Project Purchase, which will not have any credit extended to the order. All Project Purchases will be subject to the following terms of payment:
 - 5.5.1 60% payment on the total order amount at the placement of the order, before order, will be processed.
 - 5.5.2 30% payment on total order amount at completion of order, before the order can be collected.
 - 5.5.3 10% payment on total order amount, 30 days after collection of the order.
- 5.6 Interest at the maximum rate permissible in law on all overdue payments may be charged by the **Supplier** at its sole discretion on any amounts not paid by the due date.
- 5.7 The **Supplier** may at its discretion suspend the performance of its obligations under this **contract** if the **Purchaser** fails to make a payment on the due date.

6. Reservation of Ownership

Notwithstanding delivery, ownership in the **goods** shall not pass to the **Purchaser** until payment in full of all amounts owing in terms of the **contract** having been received by the **Supplier** and therefor pending such passing of ownership, the **Purchaser** warrants that it shall not subject the **goods** to any lien, hypothetic or other rights of retention.

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7. Delivery

- 7.1 The **Supplier** may at its discretion, and as a result of the non-availability of materials, components or inability to manufacture for any valid reason such as strike, riot, damage to premises, etc., cancel this agreement and in such event the **Purchaser** shall have no claim for damages of whatever nature arising from such cancellation.
- 7.2 Except where otherwise agreed in writing, delivery shall be made to the **Purchaser** at the **Supplier`s** premises.
- 7.3 Delivery shall be completed when the **goods** are handed to the **Purchaser** or its agents at the **Supplier`s** premises and before loading commences.
- 7.4 The **Supplier** shall in no circumstances be liable for any damage or inoperability of the **goods** following delivery. It is recorded that all **goods** are inspected and tested before dispatch. The **Purchaser** may at its sole discretion and cost have the **goods** inspected before packaging at the **Supplier`s** premises. Defects arising after delivery will be handled strictly following the provisions of the Warranty.
- 7.5 In the event of the **Supplier** engaging a carrier to transport the **goods** on behalf of the **Purchaser**, then:
 - 7.5.1 The **Supplier** is authorized to engage a carrier on such terms and conditions as it deems fit;
 - 7.5.2 The carrier will at all times be and remain the **Purchaser`s** agent for all purposes concerned.
- 7.6 Save where the contrary has been agreed in writing:
 - 7.6.1 The time of delivery shall not be of the essence of the **contract**;
 - 7.6.2 The **Supplier** shall not be liable for any delay in delivery (whatever the cause of such delay) nor any loss or damage caused thereby, whether of a direct or indirect or consequential nature.
- 7.7 The **Supplier** reserves the right to effect part-deliveries and failure to effect full delivery shall not constitute a breach of the **Supplier`s** obligations in terms hereof.
- 7.8 If the **Purchaser** fails to accept **goods** from any carrier the **Supplier** shall be entitled to arrange for the return and storage of the **goods** either at the **Supplier`s** premises or elsewhere and all charges and expenses for such return and storage shall be recoverable from the **Purchaser**.

8. Defects and Warranty

- 8.1 The **Supplier** warrants to the **Purchaser** its products against defects in the **Supplier`s** materials and/or workmanship for 12 (twelve) months from the date of delivery of the products, provided that they are used under normal and appropriate conditions and following the applicable operating and maintenance instructions.
- 8.2 The Warranty is conditional upon the products being shipped, prepaid and at the **Purchaser`s** cost, to the **Supplier`s** factory premises at Chamdor, Mogale City, Gauteng for warranty repairs to be carried out. If the product cannot be so shipped, then all expenses, except for the cost of direct labor and spare parts incurred in effecting repairs to the product on any other premises, will be charged. The **Supplier** shall not be liable for any damages of whatsoever nature arising from the defective repair of products carried out by persons other than employees of the **Supplier**. Parts and accessories manufactured by others are warranted in terms of such manufacturers` warranty only in so far as they are transferable by the **Supplier** to the **Purchaser** or user. Parts replacement does not constitute an extension of the original warranty period. This warranty is the only valid warranty and it becomes void if the user does not provide the products with the continuous electrical power at a constant voltage, consistent with the specification of this product, and/or if any repairs are carried out by persons not authorized by the **Supplier**. The **Supplier** shall not be liable for damage of whatsoever nature resulting from the use of its products including the malfunctioning of the product. Tampering with the product is expressly forbidden and shall nullify the warranty.

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- 8.3 The **Supplier** does not warrant the workmanship of other parties and any defect arising after delivery is excluded from the warranty set out in 7.1 above.
In this regard, the **Supplier** shall not be held liable for any defect arising in respect of powder-coating, electroplating, painting, etc. services provided by another party.
- 8.4 The **Purchaser** shall establish the suitability of the **goods** for its/their intended use and shall assume all the risk and liability of whatsoever nature in connection with the use of the **goods**, beyond those warranties which may be specifically provided by the **Supplier** concerning the **goods**.
- 8.5 The remedy above is the sole and exclusive remedy available to the **Purchaser** and is given in lieu of all other warranties representations or undertakings in that regard expressly or implied by law and in lieu of any remedies imposed by the operation of the law. The **Purchaser** moreover indemnifies the **Supplier** against any claim which may be brought against the **Supplier** by any third party arising out of the condition, state, quality or fitness of the **goods** for any purpose over the liability of the **Supplier** resultant from the specific warranty by the **Supplier** pertaining to the **goods**.
- 8.6 The **Purchaser** indemnifies the **Supplier** from all claims which may be brought against the **Supplier** due to any act or omission or default by any servant or agent or representative of the **Purchaser**.

9. Breach

Should:

- 9.1 The **Purchaser** fail to make payment of any amount owing on the due date;
9.2 The **Purchaser** fail to remedy within 10 (ten) days a breach of any terms and conditions;
9.3 The **Purchaser** be sequestrated, be subject to a winding-up order or be placed under curatorship;
9.4 The **Purchaser** is subject to an attachment order:
9.4.1 The **Supplier** may in its sole discretion terminate with immediate effect and without notice the **contract** and may claim the **goods** not yet paid by the **Purchaser**.

10. Jurisdiction

The parties consent to the jurisdiction of the Witwatersrand Local Division of the Supreme Court of South Africa.

The **contract** shall be subject to the laws of the Republic of South Africa as interpreted by its courts.

11. Certificate of Indebtedness

The indebtedness of the **Purchaser** to the **Supplier** in terms of the **contract** shall be determined and conclusively proved for all purposes by a certificate signed by any manager of the **Supplier** whose appointment as such it shall not be necessary to prove.

12. Return of Goods

In no circumstances, unless by agreement with a Director of the **Supplier**, will **goods** be accepted for return.

13. Costs

The **Purchaser** shall pay all legal costs on an attorney and client scale which may be incurred by the **Supplier** as a result of a breach by the **Purchaser** of any provisions of the **contract**.



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14. General

- 14.1 The terms and conditions specified in the **contract** shall form an integral part and shall be read and interpreted in conjunction with the **invoice**;
- 14.2 No relaxation of a right by the **Supplier** shall preclude the subsequent enforcement of that right against the **Purchaser** by the **Supplier**;
- 14.3 All previous versions of the Terms and Conditions of Sale before 30.09.2015 are revoked.
- 14.4 Only the **Supplier** may, in writing, vary any of the terms of the **contract**;
- 14.5 Only the terms of the **contract**, supplemented by the **invoice**, will constitute the whole agreement;
- 14.6 The **Supplier** will not be bound by any representations, warranties or undertakings made or allegedly made on its behalf except that the same are expressly repeated herein or on the **invoice** in writing and signed on behalf of the **Supplier** by an officer of the **Supplier**. The **Purchaser** undertakes to inform any subsequent **Purchaser** of this term of the **contract**.

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