



Terms and Conditions of Sale

In these terms and conditions the words “we”, “us” and “our” all mean Global Grinders (Pty) Ltd, Registration No. 1997/017006/07

1. SOLE CONDITIONS

- 1.1 These conditions are the sole conditions on which we sell. All orders are accepted and all sales and deliveries are made subject to these conditions. If not previously accepted by The Buyer, these conditions shall be deemed accepted on delivery.
- 1.2 Any conditions stipulated by The Buyer, whether in his order or before or after ordering, which are in conflict with these conditions, are expressly repudiated and shall not be binding on us, save to such an extent as we may specifically accept them in writing.

2. PRICES

The prices of goods shall be quoted to The Buyer by our duly authorised representative; provided that we shall be entitled to stipulate to any buyer that an order verbally placed by that buyer in respect of which a price has been verbally quoted by our duly authorised representative, shall only be accepted by us upon The Buyer placing a written order (including a faxed or emailed order) reflecting the type of goods ordered and the price so quoted for such goods. The said prices include packing to our normal standards.

3. DELIVERY

- 3.1 Every effort will be made to deliver the goods promptly, but time shall not be of the essence and failure to deliver promptly shall not involve us in any liability. Without detracting in any way from the foregoing generality, we shall not be responsible for delays in delivery or for non-delivery resulting from breakdown of machinery, strikes, labour disputes, war, riot, civil commotion, via major, casus fortuitus, acts of God, acts of terrorism, shortage of components or materials, delays in delivery by our suppliers, transport delays, Government regulations or any other cause beyond our control.
- 3.2 The Buyer shall not be released from his order by reason of any delay, unless the delay is unduly prolonged, in which case The Buyer, or we ourselves, shall be entitled to cancel the order or the balance of the order without liability to the other.
- 3.3 We shall be entitled to make deliveries in parts or instalments, and The Buyer shall be obliged to accept and pay for any part or instalment so delivered.
- 3.4 Delivery of goods shall be given and taken:
 - (a) In the event of delivery of goods being effected by sea or air transport, upon acceptance of the goods for carriage by the carrier
 - (b) In the event of The Buyer collecting goods from our premises using its own or its agent's transport, upon collection of the goods at our premises

The cost of delivery shall be for The Buyer's account and is not included in the price of the goods unless otherwise agreed by us prior to, or at the time of acceptance, of The Buyer's order.

4. PAYMENT

Unless the terms of payment are specifically stipulated by us prior to or at the time of acceptance of your order, as being C.O.D. or cash in advance or as being subject to a cash discount (which we reserve our rights to do), the terms for payment shall be full payment without retention, deduction or setoff to us within 30 (thirty) days from date of statement or otherwise as per mutual agreement.

5. SHORTAGES OR DAMAGE

No claim for shortage or damage will be considered and we shall not be liable unless the claim is received by us within 15 (fifteen) days from the date of actual receipt of the goods by The Buyer.

6. WARRANTY

- 6.1 We warrant to and in favour of The Buyer that the goods will be free from defects in material and workmanship.
- 6.2 Any goods falling within the provisions of our said warranty shall be replaced free of charge; provided that The Buyer both notifies us of the alleged defect and delivers the allegedly defective goods to our factory within NINETY (90) days of receipt of the goods.
- 6.3 Our said warranty is given in lieu of all other warranties, guarantees, representations, and obligations, whether express or implied and, if implied, whether by law or otherwise, which warranties, guarantees, representations and obligations are hereby expressly excluded.
- 6.4 Notwithstanding the provisions below, no agent or representative of ours has authority, express or implied, to vary the terms of this clause 5 of these terms and conditions.

7. LIMITATION OF LIABILITY

Under no circumstances shall we be liable for loss of The Buyer's profit or for any consequential or indirect damages; and under no circumstances shall we be liable for any claim in excess of the purchase price of the goods.

8. BUYER'S WARRANTY AND INDEMNITY

The Buyer warrants in our favour that any plan, drawing, design, description or specification provided by The Buyer to us and in accordance with which any order is executed by us shall not infringe the rights of any third party under any trade mark, trade name, copyright, design or patent. The Buyer hereby indemnifies us and holds us harmless against all actions, claims for damages, costs, penalties or otherwise, arising out of any breach by The Buyer of the aforesaid warranty.

9. RISK AND OWNERSHIP

The risk in the goods shall pass to The Buyer on delivery to him, but ownership shall not pass to The Buyer until the purchase price has been paid in full.

10. GENERAL

10.1 No variation or addition to these terms and conditions shall be binding on us unless it is in writing and signed by our duly authorised representative.

10.2 These terms and conditions shall in all respects be governed by and construed in accordance with the law of the Republic of South Africa.

10.3 The Buyer shall not, without prior consent, cede or assign any of its rights and/or obligations under these terms and conditions. The Buyer hereby consents to any cession or assignment of all our rights and/or obligations under these terms and conditions.

10.4 Every effort is made to ensure that the products ordered and supplied conform to the product specification. Generally acceptable levels of non-conforming products should not exceed 1% of total order.

10.5 We reserve the right to affect changes to any product or packaging to ensure continuous improvements and upgrade modifications to ensure the best quality possible.