
Terms and Conditions

Definitions

- 1.1 The Company shall mean B&R Metrology Solutions
 - 1.2 The "goods" shall mean the items forming the subject matter of the contract
 - 1.3 Reference to "the Principals" shall mean the manufacturers/suppliers of the goods
-
1. This quotation is valid for 14 days and it is subject to confirmation on receipt of order.
 2. Delivery takes between 8 to 12 weeks from order. To be confirmed on date of order. Max. 20 week(s) from receipt of technically cleared order.
 3. Payment terms are as follows:
30% payable on order – delivery period starts from receipt of payment
60% payable upon Bill of Lading
10% payable on commissioning
 4. In the event an account is subject to be handed over to a third party for collections, a R5,000.00 penalty fee will be added to any outstanding balance for administrative purposes.
 5. Product warranty as specified in the corresponding quote unless otherwise agreed upon.
 6. If quoted in Rands the price quoted is based on the Euro/Dollar/Pound or other currencies to South African Rand exchange rate. The exchange rate is obtained from <https://www.fnb.co.za/rates/ForeignExchangeRates.html> on the date of quotation.
 7. Any changes in principal list prices, freight and transportation costs, foreign exchange, import duty or other import charges and/or levies and insurance cost are to be adjusted upon final invoicing and is for the customer's account.
 8. Forward cover may be purchased upon the customers' written request. All quoted forex rates will be confirmed with the customer prior to invoicing. If quoted in Euro/Dollar/Pound or other currencies the exchange rate will be confirmed on the day of invoicing.
 9. All listed prices are VAT exclusive.
 10. The offered quotation is subject to standard terms and conditions for the supply of goods and associated services referenced.
 11. The contemplated sale is subject to applicable export license regulations and delivery time start from receipt of export approval.
 12. This proposal by B&R Metrology Solutions contain proprietary commercial, financial and technical information and is being furnished to you only for the purpose of evaluating the proposal. Further

use by you, disclosure to or use by others, except as required by law, is strictly prohibited without the prior written consent of B&R Metrology Solutions.

13. Training can be arranged at an additional cost.
14. Typing and clerical error shall be subject to correction by the Company in any documentation
15. There shall be no binding contract unless an order placed on the Company has been accepted by the Company in writing which acceptance shall constitute the whole contract between the Company and the Customer. If a formal written acceptance of the customer's order is not issued, the issue of the Company's invoice shall constitute such written acceptance. The customer shall not be entitled to withdraw his order pending by the Company.
16. Other than the terms and conditions contained herein, no terms, conditions, representations, warranties or variations not expressly recorded herein shall be of any force or effect unless agreed and confirmed by the Company in writing.
17. Orders accepted by the Company cannot be cancelled or varied without the agreement and confirmation of the Company in writing.
18. Unless specially stated to the contrary, the Company's prices do not include delivery, off-loading, installations, erection, starting up, commissioning or demonstration, unless provision of these services has been agreed at the time of accepting the order.
19. Payment of all accounts due to the Company shall be made in accordance with the Company's prevailing standard terms of payment or as agreed at the time of accepting the order.
20. Ownership of the goods shall remain with the Company until payment therefore has been made in full. The Company shall be entitled to inspect such goods at all reasonable times. The Company shall be entitled to take possession and dispose of such good should payment therefore not be made on due date without prejudice to any other rights or remedies the Company may have, including the right to claim payment for any damages suffered by it as a result of such a breach. Until the goods have been paid for in full, the customer shall not take any action or so dispose of the goods in anyway which will prejudice the Company's rights to repossess the goods.
21. Should any dispute arise with regards to the goods supplied by the Company in terms of an order, the goods shall not be used in any way and the customer shall store the goods at his risk and expense until the dispute has been settled.
22. Notwithstanding any dispute which may exist between the Company and the customer, the latter shall not be entitled to withhold payment of any amounts due to the Company or to apply set-off in respect of any amounts due.
23. The Company she be entitled, without prejudice to its other rights or remedies, either to terminate the contract between it and the customer wholly or in part or to suspend any further deliveries under the contract in any of the following events:

- a. If any debt which is due and payable by the customer to the Company is unpaid;
 - b. If the customer has failed to provide within the time specified by the Company any letter or credit, bills of exchange or any other security required by the Company;
 - c. If the customer has failed to take delivery of any goods under any contract between it and the Company otherwise than its accordance with the customer's contractual rights;
 - d. If the customer compounds or attempts to compound with its creditors or commits any acts of insolvency or allows any final judgement to remain unsatisfied for seven days or longer or being an individual, surrenders his estate or its sequestrated or being a company is placed under an order for judicial management or liquidation (whether provisional or final) in either case
 - e. Time for delivery by the Company of all goods shall not be of the essence of the contact and dates for delivery shall be approximate dates only. Any delay from any cause whatsoever shall not give rise to any claims against the Company.
24. Delivery shall be made by handing over the goods to the customer or any of the customer's employees or agents (including the South African Transport Services or other licensed carrier) or obtaining a signature for the delivery of such goods from the customers, employee or agent.
25. If delivery of the goods in whole or in part is delayed at the request of the customer, payment of the full amounts shall fall due in accordance with paragraph 7 given above with effect from the date on which delivery is tendered by the Company.
26. The Company's liability in respect of each claim the customer may have against it shall be limited to the claim which the Company may have against its Principal in respect of such liability. The Company shall not be liable for any consequential loss or damage suffered by the customer arising from any cause whatsoever.
27. No relaxation or indulgence which the Company may have extended to the customer under the contract and no waiver by the Company of any of its rights with respect to any breach of the contact shall in any way prejudice its rights or be deemed to be or operate as a waiver of any subsequent breach.
28. Specifications, illustrations, drawings, production figures or performance criteria given by the Company are general and for information purposes only and do not form the subject matter and are not part of any contact concluded between the Company and the customer. The customer assumes liability for the fact that the capacity and performance of the goods are sufficient and suitable for the customer's purposes and that the customer's premises are suited to the installation and operation of the goods.
-

-
29. Any notice under the contact shall be sufficiently served personally or left at the registered offices or principal place of business of the customer and shall in the case of posting be deemed to have been served on the fifth business day after posting.
 30. The customer consents in terms of Section 45 of Magistrate's Courts Act No. 32 of 1944 as amended to the company taking any legal proceedings of enforcing any of its rights under this agreement in the Magistrate's Court of any district having jurisdiction in respect of the customer by virtue of Section 28(1) of the aforesaid Act.
 31. The contract with the customer shall be governed according to the laws of the Republic of South Africa and shall be subjected to the jurisdiction of the South African Courts.
 32. Goods may not be returned for credit without our consent and if consented to, a handling fee of 10% of the purchase price will be charged.
 33. All risks in the goods shall be deemed to have passed to the customer upon delivery thereof to the customer.

Acceptance of terms and conditions

We accept the above Terms and Conditions and wish to purchase the items initialed in the corresponding quotation.

Name: _____

ID No: _____

Signature