



IAN DICKIE & CO (PTY) LTD

GENERAL CONDITIONS OF SALE

The following terms and conditions apply to all sales of goods by the Company.

1. Payment of the purchase shall be made within 30(thirty) days of date of the tender of delivery goods.
2. Delivery of the goods shall take place at the Company's works or warehouse and the risk in the goods shall pass to the purchaser upon tender of delivery thereof.
3. Notwithstanding delivery thereof ownership in the goods shall remain with the Company until payment therefor has been made in full.
4. Interest on all overdue amounts shall be paid at 2.5% above the current prime bank lending rate.
5. Time is not of essence and dates for delivery of the goods are approximate dates and only subject to the availability of the goods.
6. The company shall have the right to cancel the contract and the purchaser shall have no claim of any nature whatsoever arising from such cancellation –
 - 6.1. Should the fulfilment of the contract be delayed and/or rendered impossible through war, invasion, insurrection, riot, order of any government or civil authorities, non-availability of the required import permits, breakdown, accidents, labour disputes, force majeure, acts of God or through any other cause beyond the reasonable control of the Company and/or the Company's suppliers thereof.
 - 6.2. If the purchaser commits a breach of any terms or conditions of the contract or is provisionally or finally sequestrated or placed under judicial management or in liquidation or if any judgement is granted against the purchaser and remains unfulfilled for a period of 7 (seven) days from date thereof.
7. All performance figures or results furnished by the Company are based on its general experience and expectations and the Company makes no representation and gives no warranty as to the accuracy thereof or the suitability or use of the goods for any purpose whatsoever and shall accordingly only be bound by the extent specifically guaranteed by the Company in writing.
8. The liability of the Company shall be limited to rectifying any defects or effecting any replacements or repairs to the goods and the purchaser shall not have any further claim of any nature whatsoever for any loss or damage suffered by the purchaser whether direct or indirect, consequential or otherwise arising from any cause whatsoever.
9. The goods shall be supplied by the Company in its standard packing unless otherwise agreed by the Company in writing.
10. Should payment for the purchase of price not be effected on due date the Company shall be entitled to sue for payment thereof or alternatively cancel this contract, reclaim possession of the goods, retain all amounts paid on account thereof and recover any damages which the Company may have suffered without prejudice to any other claim the Company may have.
11. No goods invoice may be returned without prior permission. A 10% handling charge will be made.
12. The purchaser/hirer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court Act No. 32 of 1944, as amended for all claims the Company may have against it.
13. No relaxation of waiver of these conditions of any occasion shall be prejudicial to or binding on the Company and no variation to these conditions shall be of any force or effect unless reduced to writing and signed by the parties.

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