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SPECIAL ELECTRODES, SEMI-AUTOMATIC WIRES, WIRES AND FLUX CORDED-WIRES

120 Sixth Street
Northmead, Benoni, 1501
Private Bag X043
Benoni, 1500

TEL: (011) 425-6661
Cell: 0716723846
FAX: (011)8492795
EMAIL: admin@soundalloys.co.za

STANDARD TERMS AND CONDITIONS FOR THE SALE AND SUPPLY OF GOODS AND SERVICES

1. For the purpose of these Terms of Sale, the word "Company" means Sound Alloys CC or any of its subsidiary or associate companies.
 - 1.1. For purpose of this agreement, the singular shall include the plural, and any reference to male gender shall include the female gender.
 - 1.2. "Customer" shall mean the natural or legal person who has made application to open a new account.
2. These are the terms on which Sound Alloys CC and its associate and subsidiary companies contract for the sale and supply of goods and services. These terms shall prevail over any terms or conditions stipulated or referred to by the customer in any order or in any negotiations preceding the placing of any order.
3. No representations or warranties made by the company to a customer whether before or after the conclusion of any sale shall be applicable to such sale if in conflict or at variance with these terms of sale.
4. No variation of these terms of sale shall be of any force or effect unless such variation is reduced to writing and is signed by a duly authorised representative of the Company.
5. Any sale between the Company and a customer cannot be cancelled without the written consent of a duly authorised representative of the Company.
6. In the absence of an agreed price, the price of any goods sold by the Company to a customer is that which is in force on the date on which the sale is concluded. If between the date of sale and the date of delivery, the cost to the Company of such goods is increased for whatever reason, the price payable by the customer shall be increased proportionately to the amount of such increase in cost.
7. Any time or date for delivery specified by the Company in respect of any sale shall be approximate only. If the Company cannot effect delivery of any goods on the date specified by it, the sale shall continue in force until such time as the Company is able to effect delivery. The Company shall not be liable for any damages, loss of profits or loss of contracts sustained or suffered by the customer as the result of any such delay in delivery.



 **SOUND ALLOYS^{cc}**
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8. Unless otherwise recorded in writing, the price of goods is quoted net cash without discount ex works at the Company's warehouse and does not include installation costs or delivery charges. If goods are delivered by the Company free of charge, then such free delivery will end at the normal ground floor entrance of the customer's premises. Or at the building in which the customer's premises are situated.
9. If any goods are sold by the Company to the customer, then the ownership of such goods shall not pass to the customer until such time as the purchase price of such goods have been paid in full by the customer to the Company. Notwithstanding the preceding provisions of this Clause 9, the risk of any goods sold shall pass to the purchaser upon delivery.
10. In the absence of any written arrangement to the contrary, payment of the price of any goods shall be made by the customer in accordance with the terms appearing on any order or invoice relating to a sale between the Company and a customer or if no such terms appear within thirty (30) days of the date of any sale.
11. Payment of any amount owing by the Customer shall become due and payable thirty (30) days after the date of statement issued by the Company to the Customer, and any amounts overdue in excess of thirty (30) days after date of statement shall bear interest at the rate 1% (one percent) more than the prime interest rate charged by Standard Bank to its clients as it may be from time to time. Should the Company institute legal proceedings for the collection of any amount overdue, the Customer shall pay all costs occasioned as a result thereof, on the scale as between attorney and client, including collections commission and tracer's fees.
12. Goods may not be returned to the Company without prior written consent of a duly authorised representative of the Company and in the event of such consent being granted and the customer will not be entitled to a credit for returned goods unless, when returning such goods, its simultaneously advises the Company in writing of the original delivery note number of the original invoice number (see Clause 13).
13. Should any goods be returned to the Company with its written consent as provided for in these terms, a charge totalling 50% of the value of the invoice will be levied by the Company. Should any returned goods have been specially imported for the customer in transporting the goods from the overseas supplier to the Company, including all duties and surcharge applied to that import.



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14. Should the customer:

- 14.1. have received the incorrect goods,
- 14.2. the incorrect quantity,
- 14.3. damaged goods,
- 14.4. or defective goods, then the Customer shall be obliged to advise the Company in writing of its complaint within seventy two (72) hours of delivery having been effected, failing which the Customer shall be deemed to have received delivered goods in good order, and the Customer shall have no further claim against the Company as a result of such incorrect goods, incorrect quantity, damaged goods or defective goods.

15. Failure by the Company to enforce any of these terms shall be construed as a waiver by the Company of its right to enforce such terms on future occasions.

16. The Company shall be obliged to deliver goods in accordance with the general description under which they are sold whether or not any special or particular description shall have been given or be implied by Jawor otherwise or be contained in any illustration, specification, or statement. Any description or sample given of any goods is by way of identification only and does not constitute a sale by description or sample and the Company does not warrant the fitness of any goods for any particular purpose unless an express written guarantee is given to the customer separately in respect of each sale.

17. Where goods are sold on the basis that the customer will take delivery of such goods from the Company's premises, the customer will be obliged to take delivery of such goods within 3 (three) days of being notified that they are available to be collected failing which Company will be entitled to levy a storage charge. From the time that the customer is notified that any goods are available to be collected, such goods will remain on the Company's premises at the risk of the customer.

18. In terms of clause 9 it is agreed that the risk shall pass to the customer on delivery, and the customer undertakes to effect insurance on same for the benefit of the Company, for so long as ownership vests in the Company. The Company shall have the right to call for proof of such insurance, and if same is not received within 10 days of such request, to forthwith insure the goods with its own insurance the goods with its own insurance company, for account of the customer, and to hold such policy as security.



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19. "On Approval" orders are accepted by the Company on the condition that the goods are invoiced out on a sale or return basis. After expiration of three (3) weeks after delivery, if the Company has not been notified that the goods (or part thereof) are not required, or alternatively if the customer has not returned the goods, the Company shall be entitled to treat the order as confirmed and the customer shall then be deemed to have purchased the goods subject to the terms and conditions herein stated. Any goods returned will be returned in the condition in which supplied, and any damage caused will be for the account of the customer. If the goods cannot be put into said condition by the Company, because of the nature of the damage, the Company shall be entitled to the full price of the goods against which delivery of same will be tendered to the customer.
20. The Customer consents to the jurisdiction of the Magistrates Court which has jurisdiction over the Customer, for purposes of any legal proceedings between the Customer and the Company, notwithstanding that the amount of the Company's claim may exceed the jurisdiction of the Magistrates Court.
21. In the event of any cheque or bill being dishonoured on presentation, or in the event of any amount which is payable to the Customer becoming overdue, the entire balance payable by the Customer to the Company shall become immediately due and payable, notwithstanding any prior credit arrangements or arrangements for payment in instalments.

For the purpose of any legal proceedings, a Certificate of Balance signed by any manager of the Company, whose authority it shall not be necessary to prove, indicating the balance due, owing and payable by the Customer to the Company shall be prima facie proof of such indebtedness. All payments shall be effected by the Customer to the Company at a place nominated by the Company from time to time, and shall be made free of bank charges.

The risk in and to any goods purchased by the Customer, shall be deemed to have passed to the Customer upon goods leaving any premises of the Company, notwithstanding that delivery to the Customer may only be effected subsequently.

22. Any person placing an order on the Company shall be deemed to be authorised by the Customer to pay such order, and the Customer shall bear the onus to prove any lack of authority of the person placing an order on the company.