

TERMS AND CONDITIONS OF SALE: ROBOTIC STEELWORKS

"Customer" means the person who is purchasing the goods and/or whose name appears on the quotation or invoice which these conditions are printed on or the individual who signs this agreement on behalf of the Customer.

"Robotic Steelworks" means Robotic Steelworks CC, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa with Registration No: 2006/097625/23.

"Goods" means any items or products whatsoever nature, that are supplied to the Customer in terms hereof.

1. QUOTATIONS

- 1.1 Quotations are valid for 30 days from date of the quotation or until issue date of a new Price List, whichever occurs first.
- 1.2 All quotations are subject to the availability of the goods and subject to correction of good faith errors by Robotic Steelworks.
- 1.3 **Prices quoted are subject to price increases on date of delivery/collection.**

2. PAYMENT

- 2.1 When the Customer's deposit payment in reply to a quotation is received, and/or when work or capital expenditure has commenced in execution of the order, whichever is first, a contract is established between Robotic Steelworks and the Customer.
- 2.2 The Customer agrees that the amount contained in a Quotation/Tax Invoice issued by Robotic Steelworks shall be due and payable unconditionally in cash or electronic transfer as follows:
 - 2.1.1 **A deposit of 75% is payable against the quotation/order; and**
 - 2.1.2 **The 25% balance of the Quotation/Tax Invoice BEFORE delivery or collection of goods or on day of final installation**
 - 2.1.3 **Interest on all outstanding accounts will be charged at Prime plus 2%.**
- 2.3 Payment by cheque is subject to a seven (7) working days clearance period and NO goods will be released until the cheque has cleared and the payment from the Customer reflects on Robotic Steelworks' bank statement.
- 2.4 **Robotic Steelworks bank with ABSA Bank and the Customer should make provision for electronic transfer payments ("EFT") and allow 48 hours for payments from a financial institution other than ABSA Bank. NO goods will be released until the payment from the customer's bank is received and reflects on Robotic Steelworks' bank statement.**
- 2.5 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer.
- 2.6 All discounts, if any, shall be forfeited if payment in full is not made on the due date.
- 2.7 No representative of Robotic Steelworks is authorised to negotiate or provide any discounts on any products on behalf of Robotic Steelworks. Discounts are the sole decision of the owner and will only be valid when confirmed in writing.

3. INSTALLATION

- 3.1 Installation dates and times are merely estimates and are not binding on Robotic Steelworks.
- 3.2 **Electricity must be available for all installations. If not, all costs incurred by Robotic Steelworks for a generator and fuel, will be for the customer's account.**

4. DELIVERY

- 4.1 The Customer hereby confirms that the goods on any Tax Invoice issued duly represent the goods ordered by the Customer the prices agreed to by the Customer and, where delivery has already taken place, that the goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 4.2 Robotic Steelworks shall be entitled in its sole discretion to split the delivery / performance of the goods ordered in the quantities and on the dates the company decides.
- 4.3 Robotic Steelworks shall be entitled to invoice each delivery / performance actually made separately.
- 4.4 Any delivery note (copy of original) signed by the Customer or a third party engaged to transport the goods or and held by Robotic Steelworks shall be prima facie proof that delivery was made to the Customer.
- 4.5 Unless otherwise agreed by the Parties in writing, delivery shall take place ONLY when the Customer has made the full and final payment of the total order/invoice amount/balance outstanding.
- 4.6 **The risk of damage to, destruction or theft of the goods, shall pass to the Customer on delivery.**
- 4.7 Delivery and performance times quoted are merely estimates and are not binding on Robotic Steelworks. Robotic Steelworks will make every effort to ensure that the estimated delivery dates are honoured, but the Customer acknowledge that circumstances beyond the control of Robotic Steelworks may cause delivery dates to be changed.
- 4.8 Robotic Steelworks shall not be responsible for any loss incurred by the Customer as a result from delays in delivery or erection of products occasioned by strikes, lockouts, delays of suppliers or any other causes beyond the control of the company. The order or contract or project may not be cancelled by the Customer on the ground of delay in delivery.
- 4.9 If Robotic Steelworks agrees to transport and deliver the goods, an additional charge for delivery will be levied by Robotic Steelworks according to their then standard delivery rates. The Customer warrants that the delivery address is correct.

5. LIMITATION OF LIABILITY

- 5.1 Under no circumstances shall Robotic Steelworks be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.
- 5.2 Robotic Steelworks will not be liable for any damages arising from any misuse, abuse or neglect of goods.

6. OWNERSHIP

- 6.1 **All goods sold, supplied and delivered by Robotic Steelworks remain the property of Robotic Steelworks until such goods have been fully paid for.**
- 6.2 **Goods will remain the property of Robotic Steelworks and kept in storage until the full outstanding amount or 25% balance amount on the order/Tax Invoice is paid. Storage will be charged according to 7.1**

7. GENERAL

- 7.1 Any goods not collect by the Customer when advised of its availability, will be subject to a monthly storage fee at a rate confirmed by the Landlord.
- 7.2 Robotic Steelworks will not accept returned goods where the goods have been damaged, disassembled, physically altered by the Customer or used contrary to Robotic Steelwork's instructions and/or have been subjected to misuse or abuse.
- 7.3 In the event that the Customer wants to return the goods due to an alleged defect, Robotic Steelworks at its sole discretion, will assess the goods to determine the reason for the defect in the goods.
- 7.4 It is agreed and understood that any order of goods are custom made according to the Customer's specifications and requirements and may not be cancelled and no refunds or exchanges will be made.
- 7.5 Any variations from the original Quote/Order shall be dealt with as an authorized extra or omission and the value thereof added to the Quote/Tax Invoice amount.
- 7.6 The Customer shall be liable to Robotic Steelworks for all legal expense, tracing and collection fees incurred by the Customer.
- 7.7 The Customer hereby consents that Robotic Steelworks shall have the right to institute any legal action in either the Tshwane Magistrate's Court or High Court and these SA courts shall have exclusive jurisdiction in any litigation between parties.
- 7.8 Any order is subject to cancellation by Robotic Steelworks, or in the discretion of Robotic Steelworks, to extension, due to acts of God or any circumstance beyond the control of Robotic Steelworks, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies from factory, civil disturbance, riot, state of emergency, strikes, lockout, or other labour disputes, fire, flood, drought, transport or legislation, without any liability.
- 7.9 This Agreement and its interpretation are subject to South African law.

I, the undersigned am duly authorized to sign on behalf of the Customer and I agree that all transactions concluded with Robotic Steelworks shall be subject to the terms and conditions specified herein and agree to be bound by all such terms and conditions without limiting the generality thereof.

CUSTOMER NAME & SURNAME:

SIGNATURE:

DATE:

Physical address:

Rosslyn Business Park U2
1 Potgieter Street
Rosslyn, 0200
Tel: +27 12 541 4750
Fax: +27 86 644 6454

Postal address:

PO Box 40020
Moreletapark ,0044
South Africa
info@roboticsteelworks.co.za
www.roboticsteelworks.co.za

Account name:	Robotic Steelworks CC
Bank:	ABSA Bank
Branch code:	632005
Type:	Cheque account
Reference:	QUOTE or INVOICE NO.