

GEARBOX CENTRE: TERMS AND CONDITIONS

- 1) **DEFINITIONS:**
 - 1.1 "Goods" means any goods and/or services provided by the Company as ordered by the Client.
 - 1.2 "Company" means Gearbox Centre.
 - 1.3 "Customer" means the person, firm or company placing an order with the Company.
- 2) **APPLICATION:**

These terms and conditions apply to any provision of services or materials by the Company to the Client.
- 3) **FORMATION OF CONTRACT:**

All goods sold by the Company are sold subject to the Company's standard terms and conditions and shall be subjected to the terms and conditions set out hereunder notwithstanding that such arises from:

 - 3.1 An offer to Purchase by the Customer which is accepted by the Company,
 - 3.2 A quotation furnished by the Company which is then accepted by the Customer;
 - 3.3 The placing of orders by the Customer with the Company which are subsequently invoices to the Customer.
 - 3.4 Normal cash sales across the counter.
- 4) **PAYMENT:**
 - 4.1 Unless agreed to the contrary by the Company in writing, all payments are due on the basis of cash against delivery
 - 4.2 Where delivery is made in part only, the Purchase price pertaining to such part of the goods delivered shall also be payable against delivery hereof.
 - 4.3 Where delivery is to be affected by any public carrier, the public carrier shall be deemed to be the agent of the Customer and the purchase prices shall become due and payable upon delivery to such public carrier unless otherwise indicated on the front hereof.
 - 4.4 Where the company has entered into an agreement with the Customer for payment to be effected at a date after delivery, such payment shall become due and payable by not later than thirty(30) days from the end of the month following that in which delivery was made.
 - 4.5 Any discount to which the Customer may be entitled shall be strictly in accordance with those specified on the front hereof as reflected under discount. Any other amount not paid strictly on due date shall lead to forfeiture of the discount allowance specified above.
- 5) **GOODS SOLD:**

The final invoice shall cover the specific quantities of items listed on the face thereof (the "Goods").
- 6) **INCREASES IN PRICES AND QUOTATIONS:**
 - 6.1 It is recorded that the purchase price quoted to the Customer is based on the Company's costs and expenses at the time of the quotation or furnishing of such prices. Should any increase occur in the costs and expenses of importing and/or obtaining goods, whether by reason of any increase in rail road freight or shipping tariffs, sales, tax, import or excise duties, difference in the rate of exchange from the date of quotation to the date of delivery then the purchase price of goods to the Customer may at the discretion of the Company be increased by a proportionate amount to cover such increased costs and expenses. The prices, quantities and delivery time stated in any quotation are not binding the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.
 - 6.2 When a quotation is not accepted, the client has a 90day period to collect the goods. If the goods are not collected within 90days, then there will be a storage fee applicable to one year at R100 per day. After the one year period, the goods will be scrapped or used to defray any costs.
- 7) **VIS MAJOR:**

The Customer shall not have any claim against the Company by reason of the Company's failure to carry out it's obligations in regard to any sale which failure arises as a result of vis major(which shall include political and/or civil disturbance, the actions of any State Government authority which is beyond the Company's control.) Furthermore the Company shall not become liable in the event of any shortage of goods due to any trade embargo, strike, lock-out at any factory or supplier and/or natural disaster which has the effect of disrupting supply of freight traffic.
- 8) **DELIVERY OF GOODS:**
 - 8.1 Unless it's agreed otherwise in writing, delivery shall be effected to the Customer at the business premises of the Company or, where applicable, by handing over the goods to the public carrier at the Company's premises, or at the Carrier's premises.
 - 8.2 The Customer shall be responsible for the collection of goods from the Seller's premises and their delivery to the destination of the Customer.
 - 8.3 Whenever it's agreed that the goods are to be delivered by the Company the Customer or to a public carrier, then it's understood that all risk in and to the goods shall pass to the Purchaser at the moment that the goods leave the premises of the Company.
 - 8.4 It's understood that all dates quoted by the Company for the supply and/or delivery of the goods as the case may be are approximately only and that time shall under no circumstances be of the essence unless the Company shall have agreed thereto in writing. All deliveries shall be subject to:
 - 8.4.1 the ready availability of the goods;
 - 8.4.2 the receipt of any orders and/or specifications from the Customer;
 - 8.4.3 delivery taking place within a reasonable time of their becoming available to the Company from any importers/overseas supplier.
 - 8.5 In respect of tools specially manufactured the Customer agrees to accept a ten percent variance in quantity ordered.
- 9) **PASSING OF RISK:**

All risk in and to the goods shall pass to the Customer upon the collection thereof by the Customer at the premises of the Company upon the departure of the goods from the premises of the Company en route to the Customer irrespective of whether such goods are collected by the public carrier, or delivered by the Company itself
- 10) **RESERVATION OF OWNERSHIP:**

Notwithstanding anything to the contrary herein contained, and notwithstanding delivery of any such goods to the Customer, the company shall retain ownership thereof until it has received payment in full of the purchase price and all other charges and expenses in connection therewith from the Customer.
- 11) **COMPANY'S OBLIGATIONS MAY BE SUSPENDED:**

If the Customer should fail to pay the Company on due date any amount due to the Company or breach any other terms or conditions of these conditions of sale then the Company shall have the following rights:

 - 11.1 The Company may require that all amounts then owed by the Customer to the Company from any cause whatsoever and whether or not immediately due and payable shall become immediately due and payable at the Customer;
 - 11.2 The Company may retain in its possession any part of any shipment of any goods due to the Purchaser which has not been dispatched.
 - 11.3 The Company may terminate all any credit facilities afforded to the Customer by the Company in respect of that particular purchase or of any other purchase;
 - 11.4 The Company may retain any payment made by the Customer in connection with any other matter as appropriate such payment to the outstanding balance due in respect of the instant matter.
- 12) **CANCELLATION:**
 - 12.1 The Company may at its entire and absolute discretion, cancel the contract or any portion thereof which has not been completed should:
 - 12.1.1 The customer commit any of the acts of insolvency as set out in the insolvency Act No 24 of 1936 amended;
 - 12.1.2 The Customer fail to pay the amount due in terms of the contract on due date;
 - 12.2 Such cancellation shall not be without prejudice to the Company's rights at common law to claim, in addition any damages which it may have suffered as a result of such breach and/or of the cancellation by the Company.
- 13) **NO RELAXATION:**

No action by the Company in permitting late payment or in accepting late payment at any state shall stop the Company from requiring strict and punctual performance by the customer of its obligations and there shall be no waiver or novation of this contract by reason of such indulgence of or acceptance of late payment by the Company.
- 14) **LAW OF THE CONTRACT:**

The law applicable to the interpretation and enforcement of this contract shall be the law of the Republic of South Africa, notwithstanding where the sale may have been concluded.
- 15) **JURISDICTION:**

The Customer agrees that the Company may in its opinion, institute any action against the Customer in any Magistrate's Court in the Republic of South Africa having jurisdiction in regard to the person of the Customer in terms of Section 28 of the Magistrate's Court Act No 32 of 1944 as amended, notwithstanding that the amount in dispute may otherwise be beyond the jurisdiction of the Court. Notwithstanding the above, the Company may as its entire option institute action in the Supreme Court of South Africa, in the Division having jurisdiction in regard to the dispute or claim.
- 16) **COSTS:**

It is agreed that in the event of the Company having to obtain any legal advice or having to institute action against the Customer for any breach of the Customer's obligations in terms of these Conditions of Sale, the Company shall be entitled to recover all its legal cost from the Customer including costs as between attorney and client as usually incurred by the Company.
- 17) **WARRANTIES/ GUARANTEES:**

The Company does not warrant to the Customer that the goods are fit for the purpose sold and/or are free from any defects whether latent or patent. Wherever possible, the Company will endeavour to pass on the benefit of any manufacturer's guarantee but apart therefrom there shall be no liability whatsoever attaching to the Company in respect of goods sold to the Customer. Under no circumstances shall the Company be liable for any consequential loss whatsoever. Warranty 12 months
- 18) **FAILURE BY:**

Lack of oil, broken gears, faulty clutch & Propshaft the warranty shall become null and void.
Retarders – any gearbox failure caused by the retarder, that was not serviced by the Company, the warranty shall become null and void.
Coolers - Flushing of the cooling system is mandatory. Failure of the gearbox due to a blocked/dirty system, the warranty shall become null and void.
- 19) **WARNING:**

Any problems with unit contact GEARBOX CENTRE before removing from vehicle.
No warranty on electrical components and switches.
If unit is tampered with or stripped by any other company besides Gearbox Centre the warranty shall become null and void.
- 20) **GEARBOX CENTRE does not cover any down time.**