

CONDITIONS OF SALE OF AUTOTRONICS FLEET MANAGEMENT CC
“THE COMPANY”

The Company contracts with the customer on the following terms and conditions (save to the extent expressly otherwise agreed in writing.)

1. **ACCEPTANCE**
No tender submitted or order placed shall be deemed to be binding unless officially confirmed in writing by the company.
2. **DELIVERY**
 - 2.1. Delivery dates are given in good faith and the company shall make every endeavour to implement delivery timeously, but such dates are estimates only.
 - 2.2. The company, without prejudice to any other rights and remedies which it may have, may charge storage and transportation expenses if the customer fails to accept or permit delivery at the times specified in the tender or offer or at such other times as the company is able to deliver.
 - 2.3. The company shall load the goods in the manner usually employed by it.
 - 2.4. No claim shall be accepted by the company in respect of shortages of or damages to goods supplied unless the claim is made in writing to the company within 7 days of delivery.
 - 2.5. The company shall only accept goods returned which are in the company's opinion in good condition provided that the company shall have the right to levy a reclamation charge of 10% of the contract price on the customer and that the cost of return shall be borne by the customer.
 - 2.6. Goods that have been specifically manufactured in terms of customers orders are not returnable.
 - 2.7. Where applicable the cost of loading, delivery and unloading shall form a separate charge and be for the customers account.
 - 2.8. Acts of God and Force Majeure of every description including but not limited to labour disputes, fire , war, insurrection, pestilence, lawful regulations and directions of any competent authority and all other circumstances and events beyond the control of the seller and the buyer, as the case may be, which render the contract between the seller and the buyer either wholly or partially impossible or performance shall relieve the party unable to perform from any legal liability for such failure during the period of the impossibility. The fact that a labour dispute may be capable of resolution by acceding to the demands of employees shall not remove such a dispute from the ambit of this clause.
3. **OWNERSHIP**
Ownership of the goods shall only pass to the customer against payment in full of the contract price.
4. **PRICE**
Variations in the cost of labour and/or materials and/or transport between the date of tender or Order, as the case may be, and the date of dispatch, shall be added to or subtracted from the contract price.
5. **PAYMENT**
 - 5.1. Payment up to 30 days from invoice date will be strictly nett.
 - 5.2. Interest on overdue accounts shall attract interest at the rate of 2% (two percent) per month.
 - 5.3. Any overdue account may be suspended at the company's discretion without prior notification.
 - 5.4. The company reserves the right to refuse to supply goods on credit where the credit limit has been reached and/or exceeded, without prior notification.
 - 5.5. The contract price is exclusive of Value Added Tax.
 - 5.6. Payment shall, unless other arrangements to the satisfaction of the company are made, be cash against order or by bank guaranteed cheque.
6. **LIABILITY**
The company's limit of liability whether in contract or delict shall be in accordance with the company's product guarantee which shall be considered in each and every respect as forming part of this contract.
7. **PATENTS**
Insofar as the company manufactures a product or uses a method either or both of which are stipulated by the customer, the customer warrants that the company shall not infringe the patent rights of any third party in relation to such product or method.
8. **LICENSES**
Insofar as the company manufactures a product or uses a method, either or both of which are stipulated by the customer, the customer hereby licenses the company, its agents and employees to utilize any copyright which the customer may have relating to such product or method and the customer warrants that any such utilization shall not infringe the copyright of any third party and indemnifies the company accordingly.
9. **DRAWINGS**
Any drawings, illustrations, descriptive matters, weights, dimensions and shipping specifications submitted with a tender are approximate only insofar as they are intended merely to present a general idea of the goods described herein and the company shall not be held responsible for the loss due to discrepancies therein.
10. **EXPORTS**
The customer shall not export goods purchased in terms of this contract without the prior consent of the company first being obtained.
11. **CONTRACT – TENDER**
 - 11.1. Any quotation or offer made by the company shall expire one month following the date it is made unless earlier accepted or extended and may be withdrawn either in writing, by cable telez or orally at any time prior to acceptance.
 - 11.2. No agent or representative of the company is authorized to make any representations, statements, warranties, conditions or agreements not expressly set forth in writing in the contract and the company is not in any way bound by any such unauthorized statements nor can any such statement be taken to form a contract or part of a contract with the company collateral to the main contract.
 - 11.3. Where any quotation or offer made by the company specifically includes progress payments in the event of a progress payment being in arrears in terms of the quotation or offer, the company reserves the right to suspend its obligations in terms of the quotation or offer until such progress payment is made.
12. **JURISDICTION**
It is hereby specifically consented, in terms of section 45 of the Magistrates' Court Act (No.32 of 1944 as amended) to the Jurisdiction of the Magistrates' Court having Jurisdiction over the Applicant for the determination for any action or proceeding otherwise beyond the Jurisdiction of the said court which may be brought by the Creditor and that all costs including those on an Attorney/Client Scale and Attorney's Collection Commissions will be paid by the Applicant.
13. **GENERAL**
 - 13.1. The above conditions and terms of contract apply to all goods supplied by the company.
The acceptance by the customer of any tender or offer made or the placing of any order shall be governed solely by the conditions hereinafter set out to the exclusion of any condition(s) to the contrary specified in the customers' acceptance or order.
 - 13.2. The company reserves the right to amend these terms and conditions from time to time as it may deem fit.
 - 13.3. Any rights which might accrue to the company under any of the terms and conditions contained herein shall be without prejudice to any other rights which the company might have in law.
 - 13.4. These terms and conditions do not constitute a waiver by the company of any of its rights under the common law.
 - 13.5. Order cannot be canceled without the company's consent in writing.