
B&R 3D Solutions Terms and Conditions

Definitions

- 1.1 The Company shall mean B&R 3D Solutions (Pty) Ltd
 - 1.2 The "goods" shall mean the items forming the subject matter of the contract
 - 1.3 Reference to "the Principals" shall mean the manufacturers/suppliers of the goods
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1. This quotation is valid for 14 days and it is subject to confirmation on receipt of order.
 2. Delivery takes anything between 2 to 12 weeks from order, depending on the equipment purchased, and will be confirmed on final quotation once confirmed with suppliers on date of order. The delivery period commences on the later of the date of order confirmation, receipt of the deposit payment referred to in paragraph 3, and (where an export licence is required) receipt of the necessary export approval.
 3. Payment terms are as follows:
 - 3.1 For equipment with a delivery period longer than two (2) weeks, supplied on an Ex Works (EXW, Incoterms® 2020) basis, payment is due as follows:
 - (a) 30% payable on order — the delivery period commences only from receipt of this payment;
 - (b) 60% payable upon Bill of Lading;
 - (c) 10% payable on commissioning.
 - 3.2 For equipment with a delivery period of two (2) weeks or less, 100% is payable on presentation of invoice.
 - 3.3 Where commissioning is delayed for reasons not attributable to the Company, the 10% commissioning payment referred to in 3.1(c) shall in any event fall due within thirty (30) days of delivery, or of the Company notifying the customer that the equipment is ready for commissioning, whichever occurs first.
 4. In the event an account is subject to be handed over to a third party for collections, a R5,000.00 penalty fee will be added to any outstanding balance for administrative purposes.
 5. Product warranty as specified in the corresponding quote unless otherwise agreed upon. Demo units older than a year, warranty is void.
 6. Any equipment purchased that needs compressed air and a power supply, it is highly recommended that these be installed close to the purchased equipment.

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7. Where the price is quoted in South African Rand, it is based on the exchange rate between the Rand and the relevant foreign currency (Euro, US Dollar, Pound Sterling or other applicable currency), obtained from <https://www.fnb.co.za/rates/ForeignExchangeRates.html> on the date of quotation. The indicative rate applied is stated on the face of the quotation (for example, 1 USD = R16.80).
- (a) The quoted Rand price is based on this indicative rate only. Any variation in the exchange rate (whether up or down) between the date of quotation and the date on which the Company settles payment to the supplier/Principal will be adjusted on final invoicing and is strictly for the customer's account.
- (b) Forward cover may be purchased at the customer's written request. Alternatively, the Company may purchase forward cover or currency at the time its payment to the supplier/Principal falls due, which may occur before or after shipment, depending on the terms agreed with the Principal.
- (c) It is the customer's responsibility to monitor the exchange rate and to advise the Company in writing when to fix the rate. If no such written instruction is received, the Company reserves the right to fix the rate at the time of shipment or of payment to the Principal, whichever occurs first.
8. Any changes in principal list prices, freight and transportation costs, foreign exchange, import duty or other import charges and/or levies and insurance cost are to be adjusted upon final invoicing and is for the customer's account.
9. Forward cover may be purchased upon the customers' written request. All quoted forex rates will be confirmed with the customer prior to invoicing. If quoted in Euro/Dollar/Pound or other currencies the exchange rate will be confirmed on the day of invoicing.
10. All listed prices are VAT exclusive.
11. The offered quotation is subject to standard terms and conditions for the supply of goods and associated services referenced.
12. The contemplated sale is subject to applicable export license regulations and delivery time start from receipt of export approval.
13. This proposal by B&R 3D Solutions (Pty) Ltd contain proprietary commercial, financial and technical information and is being furnished to you only for the purpose of evaluating the proposal. Further use by you, disclosure to or use by others, except as required by law, is strictly prohibited without the prior written consent of B&R 3D Solutions (Pty) Ltd.
14. Training can be arranged at an additional cost.
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15. Typing and clerical error shall be subject to correction by the Company in any documentation
 16. There shall be no binding contract unless an order placed on the Company has been accepted by the Company in writing which acceptance shall constitute the whole contract between the Company and the Customer. If a formal written acceptance of the customer's order is not issued, the issue of the Company's invoice shall constitute such written acceptance. The customer shall not be entitled to withdraw his order pending by the Company.
 17. Other than the terms and conditions contained herein, no terms, conditions, representations, warranties or variations not expressly recorded herein shall be of any force or effect unless agreed and confirmed by the Company in writing.
 18. Orders accepted by the Company cannot be cancelled or varied without the agreement and confirmation of the Company in writing.
 19. SHIPPING & PORTS:
 - (a) Shipping and freight pricing is based on average costs prevailing at the date of quotation. Should any material discrepancy arise, the Company will address it with the customer prior to dispatch.
 - (b) Global shipping conditions, port congestion and terminal delays may from time to time affect lead times and result in additional storage, demurrage or handling charges. Such charges are beyond the Company's control and are for the customer's account.
 - (c) Where shipping capacity is constrained and space is unavailable at contracted rates, the Company will provide a per-shipment rate proposal at out-of-contract terms for the customer's approval prior to booking.
 - (d) Carriers may implement general rate increases and additional surcharges from time to time. Any such increases applicable to the shipment are for the customer's account.
 20. Unless specially stated to the contrary, the Company's prices do not include delivery, off-loading, installations, erection, starting up, commissioning or demonstration, unless provision of these services has been agreed at the time of accepting the order.
 21. Payment of all accounts due to the Company shall be made in accordance with the Company's prevailing standard terms of payment or as agreed at the time of accepting the order.
 22. Ownership of the goods shall remain with the Company until payment therefore has been made in full. The Company shall be entitled to inspect such goods at all reasonable times. The Company shall be entitled to take possession and dispose of such good should

payment therefore not be made on due date without prejudice to any other rights or remedies the Company may have, including the right to claim payment for any damages suffered by it as a result of such a breach. Until the goods have been paid for in full, the customer shall not take any action or so dispose of the goods in anyway which will prejudice the Company's rights to repossess the goods.

23. Should any dispute arise with regards to the goods supplied by the Company in terms of an order, the goods shall not be used in any way and the customer shall store the goods at his risk and expense until the dispute has been settled.
24. Notwithstanding any dispute which may exist between the Company and the customer, the latter shall not be entitled to withhold payment of any amounts due to the Company or to apply set-off in respect of any amounts due.
25. The Company shall be entitled, without prejudice to its other rights or remedies, either to terminate the contract between it and the customer wholly or in part or to suspend any further deliveries under the contract in any of the following events:
 - a. If any debt which is due and payable by the customer to the Company is unpaid;
 - b. If the customer has failed to provide within the time specified by the Company any letter of credit, bills of exchange or any other security required by the Company;
 - c. If the customer has failed to take delivery of any goods under any contract between it and the Company otherwise than in accordance with the customer's contractual rights;
 - d. If the customer compounds or attempts to compound with its creditors or commits any acts of insolvency or allows any final judgement to remain unsatisfied for seven days or longer or being an individual, surrenders his estate or is sequestrated or being a company is placed under an order for judicial management or liquidation (whether provisional or final) in either case
 - e. Time for delivery by the Company of all goods shall not be of the essence of the contract and dates for delivery shall be approximate dates only. Any delay from any cause whatsoever shall not give rise to any claims against the Company.
26. Delivery shall be made by handing over the goods to the customer or any of the customer's employees or agents (including the South African Transport Services or other licensed carrier) or obtaining a signature for the delivery of such goods from the customer, employee or agent.

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27. If delivery of the goods in whole or in part is delayed at the request of the customer, payment of the full amounts shall fall due in accordance with paragraph 3 (Payment terms) given above with effect from the date on which delivery is tendered by the Company.
 28. The Company's liability in respect of each claim the customer may have against it shall be limited to the claim which the Company may have against its Principal in respect of such liability. The Company shall not be liable for any consequential loss or damage suffered by the customer arising from any cause whatsoever.
 29. No relaxation or indulgence which the Company may have extended to the customer under the contract and no waiver by the Company of any of its rights with respect to any breach of the contract shall in any way prejudice its rights or be deemed to be or operate as a waiver of any subsequent breach.
 30. Specifications, illustrations, drawings, production figures or performance criteria given by the Company are general and for information purposes only and do not form the subject matter and are not part of any contract concluded between the Company and the customer. The customer assumes liability for the fact that the capacity and performance of the goods are sufficient and suitable for the customer's purposes and that the customer's premises are suited to the installation and operation of the goods.
 31. Any notice under the contract shall be sufficiently served personally or left at the registered offices or principal place of business of the customer and shall in the case of posting be deemed to have been served on the fifth business day after posting.
 32. The customer consents in terms of Section 45 of Magistrate's Courts Act No. 32 of 1944 as amended to the company taking any legal proceedings of enforcing any of its rights under this agreement in the Magistrate's Court of any district having jurisdiction in respect of the customer by virtue of Section 28(1) of the aforesaid Act.
 33. The contract with the customer shall be governed according to the laws of the Republic of South Africa and shall be subjected to the jurisdiction of the South African Courts.
 34. To the extent that the customer is a juristic person whose asset value or annual turnover, at the time the transaction is concluded, equals or exceeds the threshold determined by the Minister in terms of section 6 of the Consumer Protection Act No. 68 of 2008 ("the CPA"), or where the transaction otherwise falls outside the scope of the CPA, the provisions of the CPA do not apply to this agreement. Where the CPA does apply, nothing in these terms is intended to limit or waive any right conferred on the customer by the CPA, and these terms shall be read subject to the CPA.
 35. Goods may not be returned for credit without our consent and if consented to, a handling fee of 10% of the purchase price will be charged.

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36. All risks in the goods shall be deemed to have passed to the customer upon delivery thereof to the customer.
37. By signing this agreement you agree to B&R 3D Solutions (Pty) Ltd. POPI Act policy

Acceptance of terms and conditions

We accept the above Terms and Conditions and wish to purchase the items initialed in the corresponding quotation.

Name: _____

ID No: _____

Signature: _____