



Lowveld Cooling and Engineering (Pty) Ltd

STANDARD TERMS AND CONDITIONS OF AGREEMENT

LOWVELD COOLING & ENGINEERING (PTY) LTD hereby agrees to the following conditions of sale relate to offers and contractors for the supply, and/or installation, and repairs and maintenance of road / transport refrigeration equipment, self-contained warehouse refrigeration units, commercial refrigeration units, domestic refrigeration units, ammonia refrigeration plants and equipment, refrigerated Reefer containers and air-conditioning.

1. All orders placed by the customer shall be in writing and not be cancelled without prior written consent of LOWVELD COOLING & ENGINEERING (PTY) LTD.
2. Services and goods will only be rendered and delivered upon written confirmation that the quotation was accepted by the customer.
3. Any representative of the customer signing any order or document hereby warrants his authority to bind such principal.
4. Terms and conditions on the customer's order or tender documents of any variance with these conditions are binding on LOWVELD COOLING & ENGINEERING (PTY) LTD only accepted by LOWVELD COOLING & ENGINEERING (PTY) LTD in writing. Only when LOWVELD COOLING & ENGINEERING (PTY) LTD receive the signed orders and/or acceptance of quotations, and/or deposit if required, will orders be processed and goods to be ordered from suppliers.
5. Notwithstanding delivery of goods, material or accessories (hereinafter referred to as "the goods") hereby sold or to be sold in future, it is expressly agreed by the customer that ownership in the said goods shall remain vested in LOWVELD COOLING & ENGINEERING (PTY) LTD and ownership shall not pass to the customer until whole of the purchase price shall have been paid by the customer to LOWVELD COOLING & ENGINEERING (PTY) LTD.
6. The customer undertakes not to part with possession, display for sale, create any charge upon or dispose of the said goods until they have been paid in full. The customer acknowledges that if the said goods thereto should be lost, destroyed or damaged before payment of the full purchase price, the customer shall not on that account be entitled to rescission of the contract or abatement of the price.
7. No claim for defective goods and or services shall be entertained unless such claim is made in writing but no later than 14 (fourteen) days after delivery of the goods or rendering of the service. Should no such claim be handed in it is hereby agreed that all goods and services were supplied and rendered to the satisfaction of the customer.
8. Should the prices on any quotation at which LOWVELD COOLING & ENGINEERING (PTY) LTD obtain any goods or material in respect of any quotation given, be at any time increased, the amount of the quotation shall be increased irrespective of the date upon which the quotation was accepted.
9. If Any Claim is Made against LOWVELD COOLING & ENGINEERING (PTY) LTD, Customer is liable for the 10% Excess Fee upon Insurance Claim Made.
10. The customer chooses his domicilium citandi ET executandi address, as stated on the front page of the agreement for the services of all letters and/or notices. If the customer wishes to change the address aforementioned, he shall inform LOWVELD COOLING & ENGINEERING (PTY) LTD accordingly in writing, within 3 days before changing his address.
11. Goods' will, as far as possible, be supplied and/or installed within the period specified in any order. However, whilst LOWVELD COOLING & ENGINEERING (PTY) LTD undertakes to take all reasonably possible precautions to avoid or reduce any delay in the supply of goods, it shall under no circumstances whatever be responsible for any damages of whatever nature, which may be sustained by the customer by reason of the goods not being supplied within the period specified in any order, no matter what the reason for such delay. The customer shall be obliged to accept supply and/or installation against tender by LOWVELD COOLING & ENGINEERING (PTY) LTD and LOWVELD COOLING & ENGINEERING (PTY) LTD shall be entitled to invoice the customer for the costs of such goods against its tender of supply and/or installation.
12. Where LOWVELD COOLING & ENGINEERING (PTY) LTD quotation includes installation, this covers only the installation of the equipment to previously prepared panels of cold rooms. All such preparatory work which includes the making of holes into which the equipment is to be fitted and/or strengthening of the panels, is not included in the quotation. In the case of warehouse refrigeration units the supply and installation of the necessary electrical cables and/or isolators are not included in the quotation unless so stated in writing. In the case of unforeseen situations / circumstances that may arise, there will be additional costs to the installation fees to that which was quoted.
13. Payment of the total quotation price, alternatively of the invoice, shall be made in full on completion of work.
14. Payment must be made in full without any deductions being made.
15. Payment shall be made in cash unless otherwise agreed to in writing.
16. The quoted price is based, insofar as it relates to the supply of imported equipment and/or components, upon the official rate of exchange prevailing as at the date of tender / quotation between the Republic of South Africa and the country or countries from which such equipment and/or components are to be imported. Should there be any variance in the exchange rate and such variation results in an increase in the costs to LOWVELD COOLING & ENGINEERING (PTY) LTD of payment for the said equipment and/or components, or any part thereof, then the quoted price shall be increased by an amount equivalent to the amount of such variation is the exchange rate.
17. Should the customer fail to pay LOWVELD COOLING & ENGINEERING (PTY) LTD the monies owing by it to LOWVELD COOLING & ENGINEERING (PTY) LTD on the due date thereof: or
18. Should an application be granted for judicial management order or a winding up order (whether, in either instance, provision or final) against the customer, if a person, an order of sequestration, whether provisional or final, or voluntary surrender order, or if the customer shall call a meeting if its shareholders with a view to going into voluntary liquidation or should the customer suffer a default judgment to be entered against it an fail with seven days after such entry of judgement to satisfy or take steps to rescind the same or should the customer call a meeting of its creditor with view of compromising their claims or commit an act of insolvency: or
19. Should the customer commits any breach of any of the provisions of the conditions:
20. THEN in any of the above-mentioned events LOWVELD COOLING & ENGINEERING (PTY) LTD shall be entitled by written notice given to the customer to such effect, to declare the full balance of all monies then outstanding and owing it by the customer in respect of the quotation sum, to be immediately due and payable.
21. Any Legal action that might arise out of any order placed on LOWVELD COOLING & ENGINEERING (PTY) LTD shall fall under the jurisdiction of the Magistrates Court notwithstanding that the value of such claim might exceed the jurisdiction of the Magistrates Court.
22. The customer shall be liable for the payment of all expenses incurred by LOWVELD COOLING & ENGINEERING (PTY) LTD in recovery of any amount owing, including all tracing costs, collection commission, legal expenses and fees as between attorney and own client.
23. No relaxation by us of any of these conditions and no indulgence shown by us to the customer shall be deemed in any way to affect, prejudice or derogate from our rights hereunder and, in particular, no acceptance of any amount due to us in respect of the contract sum after the due date thereof shall be deemed to constitute consent on our part to any future payment being made after due date.