



Standard Terms and Conditions of Sale

Terms and Conditions of Sale

1. Definitions

- 1.1. "Customer" means the person who buys or agrees to buy the Goods from the Seller
- 1.2. "Conditions" means the terms and conditions of sale set out in this document and any specific terms and conditions agreed in writing by the Seller.
- 1.3. "Delivery Date" means the date specified by the Seller when the Goods are to be delivered.
- 1.4. "Goods" means the goods which the Customer agrees to buy from the Seller
- 1.5. "Price" means the price for the Goods excluding transport, packing, insurance, and VAT
- 1.6. "Seller" means Grinding Techniques PTY (Ltd)

2. Conditions Applicable

- 2.1. The Customer agrees that this Agreement represents the entire Agreement between the Customer and Grinding Techniques (PTY) LTD. (hereinafter called Grinding Techniques and/or the seller) and that;
- 2.2. No alterations or additions to this agreement may be affected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Grinding Techniques.
- 2.3. These conditions shall apply to all contracts for the sale of Goods/services rendered by the Seller to the Customer.
- 2.4. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.
- 2.5. Acceptance of delivery of Goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.6. The Customer agree that the risk of damage to, destruction or theft of goods shall pass to the Customer on delivery, ownership of the goods will not pass to the Customer until payment have been made in full for the said goods.
- 2.7. All information which derives from either party shall remain confidential to the other party, shall at all times be treated as trade secrets and shall not be disclosed to any third party without prior written consent except to the extent that the same is or becomes public knowledge without breach of these Terms and Conditions by the other party or is in their possession prior to its receipt with rights to use and/or disclose the same without reference to the party disclosing the information.
- 2.8. Any variation to these Conditions (including any specific terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2.9. The Customer agrees that no indulgence whatsoever by Grinding Techniques will affect the terms of this agreement or any of the rights of Grinding Techniques and such indulgence shall not constitute a waiver by Grinding Techniques in respect of any of its rights herein. Under no circumstances will Grinding Techniques be stopped from exercising any of its rights in terms of this Agreement

2.10. The sale of goods is subject to the Conditions of Sale, available for view or download from <https://www.grindtech.com/> and may be subject to change without any prior notice.

2.11. This agreement and its interpretation are subject to South African Law and the Customer consents to the exclusive jurisdiction of the South African courts.

2.12. If Grinding Techniques agrees to engage a third party to transport the goods, Grinding Techniques is hereby authorized to engage a third party on the Customer's behalf and on the terms deemed fit by Grinding Techniques.

3. Offers and orders

3.1. The offers made by The Seller are subject to confirmation and to a 30-day limit. Orders placed by Customers require an acceptance by written confirmation on the part of the Seller in order to become effective.

Such confirmation of the order shall contain a comprehensive specification of all deliveries and services in connection with the order.

3.2. Any further deliveries and services shall be charged separately.

Particulars regarding measures and weights, illustrations and descriptions in printed matter, advertising material and other publications are not binding.

3.3. Unless otherwise agreed separately, deliveries under call off orders shall be called within twelve months after confirmation of the order. If deliveries are not called off within that time limit, the Seller shall have the right to bill the Customer for the remainder of the order.

3.4. Any order is subject to cancellation by Grinding Techniques

3.5. Any order is subject to cancellation if the Customer breaches any term of this agreement or makes any attempt to compromise either through liquidation, sequestration, termination, or any judgement recorded against the Customer or any of its principals.

3.6. Force Majeure -Any order is subject to cancellation due to acts of God from any cause beyond the control of Grinding Techniques, including (without restricting this clause to these instances): inability to secure Labour, power, materials or supplies, war, civil disturbances, riot, state of emergency, strike, lockout, or other Labour disputes , fire, flood, drought or legislation.

3.7. The Customer agrees that Grinding Techniques will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 3 above occur.

3.8. Grinding Techniques reserves the right at its reasonable discretion to provide goods of the same quality and quantity at the prevailing prices and corresponding prevailing VAT Rate to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

3.9. Any item handed in for alterations may be sold by Grinding Techniques to defray the cost of such repairs if the items remain uncollected within 30 days of the alterations being completed.

3.10. All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Grinding Techniques and the prices quoted are subject to any increases in the cost price, including currency fluctuations, before acceptance of the order.

3.11. Grinding Techniques shall be entitled at its reasonable discretion to split the delivery/performance of the goods or services ordered in the quantities and on the dates it decides.

3.12. Grinding Techniques shall be entitled to invoice each delivery/performance made, separately. Any delivery notes and/or waybill and/or job card (copy of original) signed by the Customer or a third party engaged to transport the goods and held by Grinding Techniques shall be prima facie proof that delivery was made to the Customer.

3.13. The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and 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. Price and Payment

4.1. The Price shall be the Seller's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.

4.2. The prices are net prices, ex works, unless otherwise stated and according to the relevant INCOTERMS, without taxes, including standard product packaging.

4.3. All quotations issued in a foreign currency are based on the prevailing exchange rate as at the date of quotation. Should the exchange rate vary by more than 1% between the quotation date and the date of payment, the Company reserves the right to adjust the contract price accordingly.

Any increase resulting from such fluctuations shall be payable by the Customer.

4.4. The Customer agrees that all amounts not paid on the due date shall bear interest at a rate equal to the maximum interest rate permitted under the National Credit Act 34 of 2005 (as amended from time to time), calculated daily and compounded monthly in arrears, from the due date until the date of final payment in full.



Such interest shall accrue automatically and without the need for any further notice or demand.

4.5. Notwithstanding the granting of credit facilities, Grinding Techniques shall be entitled at any time, and in its sole discretion to withhold such facilities & require repayment for any account.

4.6 The customer hereby agree that it shall not be entitled to withhold payment of any account for any reason whatsoever

4.7. All quotations will remain valid for the stated validity period from the date of the quotation or until the date of issue of a new Price List, whichever occurs first. The change in the underlying prices may be affected without notice notwithstanding 4.3 above for foreign currency quotations.

5. The Goods

5.1. The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these conform in all aspects to the quality and quantity ordered and are free from any defects.

5.2 New goods are guaranteed according to the manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded.

5.3. Services carry no guarantee. Liability under clause is restricted to the cost of alteration or replacement of faulty goods or services or granting of credit at the sole discretion of Grinding Techniques. To be valid, all claims must be supported by the original TAX invoice.

5.4 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.

6. Warranties liability and Returns

6.1. Where the Goods are made to the Customer's specification, instructions or design, the Customer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Seller against any infringement of any patent, registered design, trade mark, trade name or copyright and any such loss, damage or expense which it may incur by reason of such infringement in any Country.

6.2. The Customer agrees to pay reasonable additional costs resulting directly from any acts or omissions by the Customer including modification of requirements, failure, or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

6.3. The Customer shall return any defective movable goods to the premises of Grinding Techniques at the Customer's own cost and packed in the original or suitable packaging.



6.4. All guarantees are immediately null and void should any goods be tampered with or should the goods be used or stored outside the manufacturer's specification. Refer to the website for such terms at www.grindtech.com.

6.5. Under no circumstances shall Grinding Techniques be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.

6.6. In the event that the Goods are returned subsequently assessed and found to be free of any faults the Sellers reserve the right to make a reasonable charge for time spent.

6.7. Cancellations for Custom or Make-to-Order Items where the Customer has placed an order for custom or make-to-order items (e.g., wheels), and production has not yet commenced, the Customer may cancel the order without penalty.

6.8 If production has already commenced, or if any components required for manufacturing have been ordered, the Customer shall remain liable for the full quoted cost of the order.

7. Delivery of Goods

7.1. Delivery of Goods shall be made to the Customer's address or as instructed by the Customer on the Delivery Date. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.2. The delivery dates agreed to are given in good faith and all reasonable efforts will be made to comply with such, but they shall be treated as approximate only and shall not be made the essence of the contract.

7.3. While the Seller will endeavor to deliver by any date or within any period agreed upon such dates and periods are estimates only given in good faith and the Seller will not be liable for any failure to deliver by such a date or within such a period.

7.4. The Seller is entitled to make deliveries exceeding or falling short of the quantities ordered by 10 percent per order. Unless otherwise agreed in writing, the forwarding charges shall be paid by the Customer.

7.5. The Seller is entitled to make partial deliveries or advance deliveries and to submit separate invoices for such deliveries.

7.6. In case of non-compliance with agreements regarding payment or of delay in payment, as well as if the time agreed for payment is exceeded or if the Customer is or becomes insolvent or overindebted, the Seller shall be entitled to terminate any contract for delivery without granting a grace period.

7.7. The products shall be packed according to the Seller's discretion, and the packing materials will not be taken back. Any packing expressly requested by the Customer shall be charged separately.

7.8. As a matter of principle, samples and specimen products are only delivered against payment, unless the parties have otherwise agreed in writing. In any case, they remain the property of the Seller until full payment has been affected.

7.9. In case of forwarding of products, the Seller is entitled to choose the means of transport and the forwarding route; any liability in this connection is excluded.

8. Acceptance of Goods

8.1. The Customer shall be deemed to have accepted Goods 24 hours after delivery to the Customer.

8.2. After acceptance, the Customer shall not be entitled to reject Goods which are not in accordance with the Contract.

8.3. Returns are only accepted by prior arrangement and may by discretion of the Seller be subjected to a 10 percent handling charge.

8.4. All goods returned must be in a condition suitable for re-sale. Goods that have reached or exceeded the expiry date will not be accepted for credit. Specially manufactured items, for which there is no ready re-sale market, will not be considered for return.

9. Force Majeure and Related Insurance clause

9.1. If compliance with these terms and conditions or any obligation hereunder is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the Seller, the Seller (upon giving prompt notice to the Customer) shall be excused from performance to the extent of the prevention, restriction or interference but the Seller shall use its best endeavors to avoid or remove the causes of non-performance and shall continue to comply with these terms and conditions with the utmost dispatch whenever such causes are removed or diminished.

9.2. For the avoidance of doubt, the Customer shall be entitled to request within a reasonable period and the Seller shall provide a statement indicating whether the contract to which these terms and conditions are capable of being performed within a reasonable period and the Seller shall be entitled to terminate the contract if in its reasonable opinion such termination is appropriate.

9.3. Title and risk

9.3.1. The Goods shall be at the Customer's risk as from delivery.

9.3.2. Despite delivery having been made ownership in the Goods shall not pass from the Seller until

- 9.3.2.1. The Customer shall have paid the Price plus VAT in full
- 9.3.2.2 No other sums whatever shall be due from the Customer to the Seller

9.3.3. The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that the ownership in any of the Goods has not passed from the Seller.

9.4. Until such time as ownership of the Goods passes from the Seller to the Customer, the Customer shall, upon the Seller's written request, immediately deliver up to the Seller any Goods that have not been resold or that remain in existence. Should the Customer fail to comply with such request, the Seller (or its duly authorized representatives) shall be entitled, without prejudice to any other rights or remedies available, to enter upon any premises owned, occupied, or controlled by the Customer where the Goods may be located, and to repossess such Goods. Upon the making of such request, all rights of the Customer in and to the Goods shall forthwith cease

9.5. The Customer shall not pledge, encumber, or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller.

Without prejudice to any other rights or remedies of the Seller, should the Customer do so, all amounts whatsoever owing by the Customer to the Seller shall forthwith become due and payable

9.6. The Customer shall insure and keep insured the Goods, at their full Price, against all risks to the reasonable satisfaction of the Seller until ownership in the Goods passes from the Seller to the Customer. The Customer shall, whenever requested by the Seller, produce a copy of the insurance policy.

Without prejudice to any other rights or remedies of the Seller, should the Customer fail to comply with this obligation, all amounts whatsoever owing by the Customer to the Seller shall forthwith become due and payable.

9.7. The goods should be insured against "all risk" the repayment of any amount due to Grinding Techniques is not conditional of the full or partial payout of the insurance claims.

9.8. In case of an enforcement of claims by third parties, the Customer shall be obligated to draw attention to The Seller's title to the products and to inform The Seller immediately in writing, to enable The Seller to claim its property. Insofar as the third party is not able or not obligated to compensate The Seller for the costs of asserting its rights of ownership, the Customer shall reimburse The Seller for the costs incurred. This applies equally if the assertion of rights was rendered necessary by any action on the part of the Customer.

9.9. If the products are resold before the Price including all ancillary charges and fees has been paid in full, the claim against the third party for the Price created by the resale transaction shall be regarded as having been assigned to the Seller in place of the reservation of title.

- a. Such assignment for security purposes shall be entered into the books of account of the Customer (Customer account as well as list of outstanding items), indicating the date of formation of the contract and the full firm's name of The Seller (assignee).
- b. The Customer undertakes to inform the third party of the assignment and the Seller of the sale as soon as possible, but not later than on the date the contract with the third party is entered.



- c. Additionally, the Customer irrevocably authorizes the Seller to inform the third party of the assignment in its name. It further undertakes to deposit the proceeds realized, if any, separately and to hand them over to the Seller as soon as the claims of the Seller fall due.

10. Remedies of Customer

- 10.1. Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by the Seller to supply Goods which conform to the Contract of sale.
- 10.2. Where the Customer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Customer in respect of those Goods.
- 10.3. The Seller shall not be liable to the Customer for late delivery or short delivery of the Goods.
- 10.4. The provisions of this clause shall apply to rights claims or liability arising directly, consequentially, or otherwise.

11. Miscellaneous

- 11.1. The Seller is entitled to correct obvious errors (errors in spelling and calculation) in offers, cost estimates, delivery notes, invoices any other supporting documents at any time.
- 11.2. If any individual provision of these Terms and Conditions is found to be wholly or partly invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a valid provision shall be deemed to have been agreed which, as far as legally possible, achieves the same economic purpose as the invalid or unenforceable provision.
- 11.3. Written declarations shall be regarded as having been received if they are sent to the address most recently communicated by the relevant other contractual party.
- 11.4. Any deviation from these Terms and Conditions as well as from the formal requirements mentioned in these Terms and Conditions requires an express written agreement. The Customer is aware of the fact that persons employed by the Seller or third parties whose services are used by the Seller are not entitled to give promises which are at variance with the contractually agreed main points of performance (such as agreements concerning payments, quality undertakings, terms and conditions of delivery).
- 11.5. The use of the Seller trademarks by the Customer requires the prior written consent of the Seller.
- 11.6. The Customer acknowledge all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to Grinding Techniques.
- 11.7. The Customer shall indemnify Grinding Techniques against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark, or design supplied by the Customer.



11.8. These Terms and Conditions supplement the contracts entered into by and between the Seller and the Customer. In case of contradictions to the provisions of the contract or if the contract contains more detailed provisions, the contract shall take precedence over the Terms and Conditions.

11.9 The Customer acknowledges and consents that the Seller may collect, process, store and share the Customer's / and or sureties personal information for purposes related to this Agreement, including credit assessment but not limited to fraud prevention, tracing, and compliance with applicable legislation.

12. Proper Contract of Law

This agreement and its interpretation are subject to South African Law and the Customer consents to the exclusive jurisdiction of the South African courts.