



Always Advancing In Everything We Do

Reg. No 2020/848500/07 | Giba Business Park | Off Stockville Road | Giba Gorge | Westmead | Pinetown | 3610

STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Any quotation, order and contract of sale between **COMIX READY MIX CONCRETE (Pty) Ltd** and the client respect of Goods and any variation shall be subject to the terms and conditions contained in these Terms
2. By placing the order and thereby accepting these terms, the client shall be deemed to have agreed that all existing arrangements between **COMIX READY MIX CONCRETE (Pty) Ltd** and the client in respect of goods shall be governed by these Terms and Conditions.

PAYMENT TERMS

1. The client shall pay to **COMIX READY MIX CONCRETE(Pty) Ltd** the full amount reflected on the invoice issued by **COMIX REDAY MIX CONCRETE (Pty) Ltd** –in case of a Credit Approved clients, within 30days (thirty) from the date of invoice the payment should be paid to **COMIX READY MIX CONCRETE (Pty) Ltd** designated bank account written on the invoice as confirmed by **COMIX REDAY MIX CONCRETE (Pty) Ltd**
Authorized bank –First National Bank
2. All products delivered to the client shall serve as a pledge in favor of **COMIX READY MIX CONCRETE (Pty) Ltd** for present and past debts.
3. The client agrees to pay the amount on the invoice at the offices of **COMIX REDAY MIX CONCRETE (Pty) Ltd** or through the bank transfer to the Account of **COMIX READY MIX CONCRETE (Pty) Ltd** which is stipulated on the invoice submitted to them
4. **COMIX READY MIX CONCRETE (Pty) Ltd** does not accept payments made by cheque
5. The client shall not withhold payment and agrees honor the terms of payments as agreed upon or otherwise extended to customer by
6. **COMIX READY MIX CONCRETE (Pty) Ltd**, such terms or variation thereof if so applicable to be reduced to writing and signed by client and a duly authorized representative of **COMIX READY MIX CONCRETE(Pty) Ltd**.
7. The client is not entitled to offset any amount due to the client by **COMIX READY MIX CONCRETE (Pty) Ltd** against any debt whatsoever, without the written consent of a representative of **COMIX READY MIX CONCRETE (Pty) Ltd** duly authorized to do so.
8. The client agrees that the payment due and payable to **COMIX READY MIX CONCRETE (Pty) Ltd** may be determined and proven by a certificate issued and signed by any Director or similar senior person carrying such authority on behalf of **COMIX READY MIX CONCRETE(Pty) Ltd**, whose authority need not be proven or any independent auditor, such certificate shall be binding and shall be prime facie proof of indebtedness of the clients responsibility to ensure that the representative of **COMIX READY MIX CONCRETE (Pty) Ltd** who signs on behalf of the company is appropriately authorized to act in such manner

9. The client agrees that interest may be levied at the maximum permissible interest provided for by the legislation from time on any overdue amounts due to **COMIX READY MIX CONCRETE(Pty) Ltd** herein or if otherwise provided and **COMIX READYMIX CONCRETE (Pty) Ltd** need not to notify the customer that it intends to levy such interest.
10. **COMIX READY MIX CONCRETE (Pty) Ltd** reserves its rights at its sole discretion to continue extending or withdraw credit facilities should the client be in breach of its terms at any time.
11. In the event of cancellation, the client shall be liable to pay the (1) difference between selling price and the value of goods at the time of possession (2) all other costs incurred in the repossession the goods
12. The client authorizes **COMIX READY MIX CONCRETE (Pty) Ltd** to enter the client's premises to repossess any delivered and **COMIX READY MIX CONCRETE (Pty) Ltd** shall be liable for any damage relating to the removal of repossessed goods which might be caused by its client's agents or representatives during such repossession.
13. The client shall be liable to **COMIX READY MIX CONCRETE (Pty) Ltd** for all legal expenses on attorney and own client scale of attorney and counsel incurred by **COMIX READY MIX CONCRETE (Pty) Ltd** in the event of (1) any default by the client (2) any litigation in regard to the validity and enforceability of its agreement. The client shall also be liable for any tracing fees, collection commission or valuation fees incurred as well as for any costs including stamp duties for any form of security that **COMIX READY MIX CONCRETE (Pty) Ltd** may demand.

PRICE FOR GOODS SUPPLIED

- 1 Whilst every effort will be made to record the clients verbal or telephonic instructions accurately, it is the responsibility of the client to check the details of the order and notify **COMIX READY MIX CONCRETE (Pty) Ltd** of mistakes in writing immediately or within 2 (two) working days to our offices by email on the client's letter head.
- 2 All telephonic orders made by client must be confirmed in writing within 12 (twelve) hours of placing the order.
- 3 Quotations are valid for a limited 7 days
- 4 All prices are strictly net and exclusive of Value Added Tax of 15% according to South African Law
- 5 In case of delivery, prices are subject to adjustment in respect of any increase or decrease in the cost of delivery arising directly or indirectly from any one or more causes in particular any delays in the acceptance of the goods beyond the validity period of the quote or delays because of the inability of the clients to take delivery would be subject to increases as published.
- 6 In case of delivery by rail or road any increase in Transnet or transport rates or any other costs including fuel, costs will be for the client's account
- 7 Any law or regulation, bye law or notice having the effect of law which have an effect of increasing the price of goods shall be for the client's account
- 8 All prices reflected on **COMIX READY MIX CONCRETE (Pty) Ltd** price list is subject to change with reasonable notice to the client
- 9 **COMIX READYMIX CONCRETE (Pty) Ltd** shall not be bound by any quotation, tender, or other offer or by the acceptance of any order or other offer, unless and until approved by the Director in writing.

RETURN OF GOODS

- 1 All goods returned shall be subject to administration, handling, and transport fees at the discretion of **COMIX READY MIX CONCRETE (Pty) Ltd** payable up to 15% of the order and any other charges incurred.
- 2 **COMIX READY MIX CONCRETE (Pty) Ltd** shall have the right, in its discretion to accept or refuse to grant credit note or replace the returnable goods
- 3 No claim under this agreement shall arise unless the client has within 2 (two) days of the alleged breach of defect occurring, given **COMIX READY MIX CONCRETE (Pty) Ltd** 30 (thirty) day's written notice by repaid registered mail to be supported by original of the breach agreement
- 4 To be a valid, all claims must be supported by the original delivery note or invoice

- 5 All guarantees are null, and void should any goods be tempered with or should goods have stored badly or otherwise handled in a manner not considered appropriate while in the client's possession
- 6 **COMIX READY MIX CONCRETE (Pty) Ltd** shall not be liable for any consequential damages or direct liability of any nature under whatsoever circumstances
- 7 **COMIX READY MIX CONCRETE (Pty) Ltd** shall not be liable for any damage or mishandling of goods while on the client's possession and **COMIX READY MIX CONCRETE (Pty) Ltd** reserves the right to accept the goods that are damaged or not in a good condition.
- 8 **No credit shall be allowed on all used, damaged or used goods, and the client shall bear the cost of any labor, damaged and transportation associated costs of goods returned to COMIX READY MIX CONCRETE (Pty) Ltd premises.**

RISK OF GOODS

- 1 The risk of damage, destruction or theft of goods shall pass to the client on tender delivery and client undertakes to comprehensively insure the goods until paid for in full and **COMIX READY MIX CONCRETE (Pty) Ltd** shall remain the lawful owner of such goods and hold a lien over any material thing which services was rendered upon, meaning: lien shall automatically revive if possession was lost at any time if possession is obtained once again by **COMIX READY MIX CONCRETE (Pty) Ltd**. Until full payment has taken place by the client.
- 2 The client shall insure the Goods against loss and damage until the Goods are paid in full
- 3 Until all Goods are paid in full, the client shall not encumber the goods or transfer ownership of goods to any third party and shall advise third parties of **COMIX READY MIX CONCRETE (Pty) Ltd** rights in the goods
- 4 The client authorizes **COMIX READY MIX CONCRETE (Pty) Ltd** to enter premises and repossess the goods delivered or supplied and indemnifies **COMIX READY MIX CONCRETE (Pty) Ltd** and holds it harmless against any damage relating to the removal of such goods
- 5 Where ownership of goods to be repossessed has passed to the client or third party by operation of the law, the client shall procure the re-transfer of such goods to **COMIX READY MIX CONCRETE (Pty) Ltd** at its own cost

DELIVERY OF GOODS

- 6 **COMIX READY MIX CONCRETE (Pty) Ltd** shall provide the dates and times of delivery of goods in good faith and shall not be liable to the clients for any subsequent variations
- 7 **COMIX READY MIX CONCRETE (Pty) Ltd** shall be entitled to divide the goods in appropriate quantities on the dates and times it decides and invoice separately each delivery
- 8 Any delivery of goods by **COMIX READY MIX CONCRETE (Pty) Ltd** to the client shall be deemed to be completed when the goods are off loaded and signed by the client representative at the delivery address of the client, failing which the premises of the client or the goods are handled over to the third party engaged to transport the goods on behalf of the client
- 9 The client shall provide suitable access roads to and level ground at the point of offloading at the delivery address or premises of the client
- 10 Delivery will be in full economical loads and at one point only
- 11 Should **COMIX READY MIX CONCRETE (Pty) Ltd** agree to engage a third party to transport the Goods, **COMIX READY MIX CONCRETE (Pty) Ltd** is hereby authorized to engage, at client cost such third party on client's behalf and terms deemed fit by **COMIX READY MIX CONCRETE (Pty) Ltd**, the client indemnifies

COMIX READY MIX CONCRETE (Pty) Ltd and holds it harmless against any claims that may arise from such agreement.

- 12 The client hereby confirms that the goods on invoice issued duly represent the goods ordered by the client at the price agreed to by the clients and delivery or performance has already taken place that the goods were inspected, and that the client is satisfied that these confirm in all respects to the quality and quantity ordered and are free from defects.
- 13 The signature of employee or representative of the client on **COMIX READY MIX CONCRETE (Pty) Ltd** delivery Notice (Copy or original) shall be prima facie proof that the type and quality of goods are correct and were properly delivered to and accepted by the client
- 14 Should the client fail to inform or notify **COMIX READY MIX CONCRETE (Pty) Ltd** of any defects within **7 (seven)** calendar days from the date of delivery, **NO CLAIMS SHALL BE ACCEPTED BY COMIX READY MIX CONCRETE (Pty) Ltd.**
- 15 Once goods are ordered by signing **COMIX READY MIX CONCRETE(Pty) Ltd** with approved purchase order, whether such goods are delivered to the client or not, **NO RETURNS OR CANCELLATION OF ORDER SHALL BE ACCEPTED BY COMIX READY MIX CONCRETE (Pty) Ltd unless agreed in writing by COMIX READY MIX CONCRETE (Pty) Ltd.**
- 16 Transporter is not allowed to enter Private Property unless given a written permission from the client, any damages is not transporters responsibility.
- 17 Damages to Tar, Pavers, Domestic sewer covers, Gates, intercoms, walls, and water pipes/Meters, Low gutters, all not listed will not be **COMIX READYMIX CONCRETE (Pty) Ltd** Responsibility.
- 18 All Quotations must be signed and all Terms and Conditions Read before delivery is carried out. All Deliveries **STRICTLY ON VERGE –APPROXIMATELY 1, 5 meters from the Main Road, in case of individuals to houses**
- 19 Client or its Representative shall be prepared to off load, receive and accept the goods at the specified on the delivery Note and the client shall provide assistance in delivering of the goods including but not limited to assisting in stacking and directing **COMIX READYMIX CONCRETE (Pty) Ltd** delivery truck at the site, providing proper access to the delivery site that is acceptable to **COMIX READYMIX CONCRETE(Pty) Ltd** deliver vehicles, While on site ,the driver has a right to refuse entry to site with bad access and the client has full responsibility to **COMIX READYMIX CONCRETE(Pty) Ltd** delivery vehicles in case of damage to property and all listed in clause 17.
- 20 **COMIX READYMIX CONCRETE(Pty) Ltd** will not be responsible for costs incurred in case of the **COMIX READYMIX CONCRETE(Pty) Ltd** delivery vehicle/s get stuck on the clients site and all costs to pull out **COMIX READYMIX CONCRETE(Pty) Ltd** delivery vehicles will be clients' account.
- 21 **COMIX READYMIX CONCRETE (Pty) Ltd** has a 1 (one) hour policy to off load the goods, all excessive off loading or stand by time resulting in client site conditions will be charged at the rate of R380.00 per hour on client's account.
- 22 If for any reason **COMIX READYMIX CONCRETE(Pty) Ltd** cannot off load the goods at the time of delivery, client shall be responsible for all standing time at the rate of R400.00 per hour

EXCLUSION OF LIABILITY

- 1 **COMIX READY MIX CONCRETE (Pty) Ltd** shall not be liable to the clients for any loss or damage arising out of the improper or negligence use of goods and the client indemnifies **COMIX READY MIX CONCRETE (Pty) Ltd** against any claims arising from the use of the goods by thirty party
- 2 **COMIX READY MIX CONCRETE (Pty) Ltd** will not be liable to the client for any loss resulting in or cancellation of the client's order arising from a cause beyond **COMIX READY MIX CONCRETE (Pty) Ltd** control but not limited to inability to get labor, and Act of God, War, Civil disturbance, riot state of emergency, strike. Lock down, labor disputes, fire, floods or other not mentioned.
- 3 **COMIX READY MIX CONCRETE (Pty) Ltd** will not be liable for employee's negligence
- 4 **COMIX READY MIX CONCRETE (Pty) Ltd** will not be liable for the loss of profit
- 5 **COMIX READY MIX CONCRETE (Pty) Ltd** will not be bound by any contracts entered by the client prior to signing the client's agreement or not fulfilment of their duties towards there contractors and any term condition contrary to the terms and conditions

BREACH

1. If the client has not paid **COMIX READY MIX CONCRETE (Pty) Ltd** in full by the due date or breaches any other term of these Terms or **COMIX READY MIX CONCRETE (Pty) Ltd** gets into any situation that compromises with creditors then **COMIX READY MIX CONCRETE (Pty) Ltd** shall have the right in its sole discretion and without prepuce to any other right it may have in law
 - Cancel the contract
 - Repossess and recover any goods delivered to the client whether attached to property or not
 - Take action against the client to recover outstanding amounts which shall be due and payable to them
 - To the supply of goods and demand payment for goods supplied to them

PURCHASE ORDERS OF GOODS

1. All purchase orders should sign before goods are put into production by the client and **COMIX READY MIX CONCRETE (Pty) Ltd** if not part or whole order may not be cancelled without the consent of **COMIX READY MIX CONCRETE (Pty) Ltd**.
2. Purchase orders shall be considered as approved by the client confirming acceptance of purchase order, either by signing the order, agreeing via email or other electronic form of confirmation. By doing so with **COMIX READY MIX CONCRETE (Pty) Ltd** the client immediately becomes bound by the terms and conditions as stipulated herein
3. **COMIX READY MIX CONCRETE (Pty) Ltd** reserves the right to revise the prices of the purchase order where the validity period of such orders expires by reason of time or otherwise as agreed with the client
4. **COMIX READY MIX CONCRETE (Pty) Ltd** has the right to change the price after the expiry date of the purchase order and not obliged to inform the customer of such increase in price.
5. **COMIX READY MIX CONCRETE (Pty) Ltd** will not be held liable for any damages once the purchase order has been signed
6. **COMIX READY MIX CONCRETE (Pty) Ltd** reserves the right to suspend the clients account once the amount ages into 60 (six) days and all accounts will be places on hold until the amount due is paid in full and **COMIX READY MIX CONCRETE (Pty) Ltd** reserves the right to do so without the further notification to the customer.
7. If the client and **COMIX READY MIX CONCRETE (Pty) Ltd** upon signing and **COMIX READY MIX CONCRETE (Pty) Ltd** receives the acceptance of order from the client, a contract of sale shall be deemed to have been concluded between the client and **COMIX READY MIX CONCRETE (Pty) Ltd** in respect of products which **COMIX READY MIX CONCRETE (Pty) Ltd** has agreed to supply **COMIX READY MIX CONCRETE (Pty) Ltd** would produce the goods based on the information contained in the order received from the client of which once orders are produced, shall not be subject to cancellation or amendment of the order by the client in any manner whatsoever. Notwithstanding the acceptance of the cancellation or amendment of the order by **COMIX READY MIX CONCRETE (Pty) Ltd**, **COMIX READY MIX CONCRETE (Pty) Ltd** shall be entitled to recover all damages incurred by it arising from or in connection with such cancellation or amendment, including but not being limited to all costs, expenses and loss of profit
8. **COMIX READYMIX CONCRETE (Pty) Ltd** has a policy of 50% payable to confirmation of Order, thereafter the balance of the payment must be paid before order is collected or delivered.
9. Client may request changes to Purchase order by written notice to **COMIX READYMIX CONCRETE(Pty) Ltd** and **COMIX READYMIX CONCRETE(Pty) Ltd** reserves the right to refuse or accept the change, unless the ordered goods are not special goods, **No specially made goods will be changed by the client.**

NAME OF COMPANY		
FULL ADDRESS		
CONTACT PERSON		
CONTACT NUMBER		
QUOTATION ACCEPTED BY		
DATE		



COMIX READYMIX CONCRETE (Pty) Ltd	
SALES REPRESENTATIVE NAME	
SIGNATURE	
DATE OF QUOTATION FOR GOODS TO SUPPLIED	

LEAD TIME OF GOODS ORDERED	
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All Pages to be initialed and COPY to be sent to COMIX READYMIX CONCRETE (Pty) Ltd offices –sales@wcm-comix.co.za