

P.O.BOX 14686
WITFIELD, 1467
Tel: 011 397 1105
Fax: 086 614 3355
www.oihcontrols.co.za
sales@oihcontrols.co.za



HEAD OFFICE
UNIT C5
THE PALISADES
39 KELLY ROAD
JET PARK
1459

OAKLEAF INVESTMENT HOLDINGS 52 (PTY) LTD

PROCESS CONTROL INSTRUMENTATION ● VALVES AND ACTUATORS ● COMPRESSED AIR TREATMENT ● OVERPRESSURE PROTECTION

GENERAL CONDITIONS OF SALE

MD/C0010/2021

1. APPLICABLE CONDITIONS

Any contract resulting from the acceptance of this tender will be subject entirely to these General Conditions. No addition to or modification of these General Conditions of Sale shall be applicable in any circumstances whatsoever, unless expressly agreed thereto by us in writing in this tender, or in writing in a letter with our official Letterhead thereon.

2. VALIDITY

Prices quoted in this tender will remain firm for a period of 30 (thirty) days from the date of tender, subject to the following:

2.1 Quoted prices for imported equipment are based upon the currency exchange rates shown in the tender. Any variation in price brought about by a change in exchange rates will be for the customer's account.

2.2 Any increase in the Import surcharge between date of quotation and date of our invoice will be for the customer's account.

2.3 Stenographic or clerical errors, which are subject to correction.

3. COMPLIANCE WITH PURCHASER'S SPECIFICATIONS

Equipment offered in this tender may not necessarily meet with the exact specifications as laid down by the Purchaser. Every effort has been made to tender on equipment that conforms as closely as possible to those specifications, but Purchasers should refer to specifications sheets when the latter are included.

4. MATERIALS OF CONSTRUCTION

When requested, recommendations regarding suitable materials of construction are made in all good faith, but we cannot accept responsibility, if any equipment supplied fails in an adverse environment. Purchasers should satisfy themselves that the materials offered are suitable for the applications.

5. INSTALLATION, COMMISSIONING AND OTHER OUTSIDE WORK

Unless specifically stated otherwise, the prices quoted in this tender do not include for any installation, commissioning and other outside work. When prices for this type of work are quoted, these are entirely subject to our General Conditions of Installations, Commissioning and outside work.

6. DELIVERY

6.1 The period/s of delivery as specified in this tender would date from receipt of a full, firm and final order, to allow us to proceed with uninterrupted completion of contract.

Delivery time is quoted in all good faith and every effort will be made to adhere to it, but we cannot accept any liability whatsoever if delivery is delayed.

Time shall not be of the essence of the contract.

6.2 Delivery is F.O.R. Johannesburg

7. REVISIONS TO SPECIFICATIONS

We reserve the right to pass on to the customer any revision charges imposed by our principals. Any revision made after the order has been entered into production could extend the originally quoted delivery period.

8. ACCEPTANCE OF TENDER

Purchasers accepting this tender must do so in the form of full, firm and final order allowing us to proceed with uninterrupted completion of contract. The tender includes only the supply of the material and/or performance of services therein specified. Any revision or cancellations after a detailed order has been placed will be for the customer's account at cost.

9. TERMS

9.1 Payment to us is to be made in full within 30 (thirty) days from the end of the month in which goods are invoiced unless alternative terms of payment are detailed in this quotation.

9.2 In the event of default of payment by the specified time, we reserve the right to cancel the contract and to assume possession of the goods. The Purchaser will also be liable to make payment of any damage to the goods, or deterioration in their condition, which occurred whilst they were in his possession.

9.3 If any account of the customer is overdue, we reserve the right to withhold, or suspend performance on any outstanding contractual obligation to that customer.

10. FORCE MAJEURE

We can accept no liability whatsoever for failure to deliver, or to delay in delivery due to casus fortuitus i.e. a happening so exceptional or extraordinary as not to be foreseeable, or viz. major, i.e. superior power or force which cannot be controlled.

11. GUARANTEES

11.1 We warrant that all equipment that we supply to the Purchaser, which is manufactured by us or by our Principals will be of a standard conforming to the specifications as laid down by the aforesaid manufacturers or us. Any such equipment that does not conform will be repaired, or replaced by us free of charge if claims are made within the prescribed guarantee period.

11.2 Copies of our Principals guarantees covering equipment sold by us are available on request.

11.3 Any defective equipment falling under the Guarantees described in Clause 11.1 above must be returned to our works in Johannesburg, carriage paid. If purchasers require one of our personnel to repair or inspect such equipment at any other place, we reserve the right to levy charges for travelling time, accommodation and time spent on site.

11.4 We are frequently requested to supply equipment normally sold by suppliers other than ourselves, or manufactured by firms other than our Principals. We can accept no responsibility, or liability whatsoever for such equipment, unless specifically stated in this quotation.

11.5 We can accept no responsibility or liability whatsoever for performance of systems or plant in which our equipment has been installed, unless we specifically accept responsibility in writing for the systems and / or control designs.

12. COMPLAINTS

Complaints regarding the condition or quantity of goods delivered to the Purchaser will only be considered if made within seven days after receipt of the goods.

13. CANCELLATIONS OR RETURNS

13.1 We reserve the right to refuse to accept cancellations or return of goods. Alternatively, we may accept cancellations or returns subject to such cancellation charges, or handling charges that may be levied at our discretion.

13.2 No returns will be accepted unless agreed by us in writing, prior to the return of the goods.

14. PRIOR SALE

All devices quoted as being ex-stock to prior sale of the equipment.

15. RESERVATIONS

If requested, equipment will be reserved in our stock for a period of not more than two weeks against a forthcoming purchase order.

16. DOCUMENTATION CHARGES

We reserve the right to levy charges for documentation on equipment to be supplied to countries outside the Republic of South Africa.



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