



Jesbra Group (Pty) Ltd t/a Spill Doctor

COMPANY DETAILS

Company Name	
Trading Name	
Legal Entity	

Public Company	<input type="checkbox"/>	Close Corporation	<input type="checkbox"/>
Private Company	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Other	<input type="text"/>		

Registration Number		VAT #	
Holding Company			

Directors	
Name	
Address	
ID	

Name	
Address	
ID	

Company Postal Address	
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Company Street Address	
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Accounts Dept Tel #	
Accounts Dept Fax #	
Contact Name	
Contact email Address	

All orders MUST be in writing and have an official order number of the purchasing company

BANKING DETAILS

Bank	
Branch Name & Code	
Account Name	
Account Number	

TRADE REFERENCES

Company 1	
Contact Person	
Tel number	
Average turnover p/m	

Company 2	
Contact Person	
Tel number	
Average turnover p/m	

Company 3	
Contact Person	
Tel number	
Average turnover p/m	

Company 4	
Contact Person	
Tel number	
Average turnover p/m	

TERMS REQUIRED

Credit Terms: from date of statement

Credit Limit: R

We accept the Terms and Condition as detailed in this document and on the Spill Doctor website (www.spilldoctor.co.za)

Authorised Signature _____

Title _____

Date _____

STANDARD TERMS AND CONDITIONS OF SALE

General

1. In these Conditions, the Company shall mean Jesbra Group (Pty) Ltd t/a Spill Doctor.
2. In all orders and contracts placed with the Company shall be accepted and executed solely in accordance with the conditions set out below, whether or not the buyer's condition of Purchase Order or Acceptance purport to disclaim or negate any of the following conditions.
3. Quotations and prices are subject to withdrawal or alteration without notice.
4. Contracts shall be governed by and construed in accordance with South African Law.

Prices

5. All prices are net unless otherwise stated. All quotations are made and orders accepted on the basis that should costs arise for any reason over those prevailing at the date of contract, the company reserves the right to vary prices during the currency of any contract based thereon.
6. All quotations and prices are exclusive of Value Added Tax (VAT).
7. Unless otherwise stated, all quotations and prices are on an ex-works basis and exclude the cost of transport and installation.

Quantities

8. The price quoted is for stipulated quantities only. All quotations for goods to be delivered from stock are subject to these goods being unsold on receipt of order.
9. Cancellation of any order for whatever cause can be made only with Company's consent and on payment of any costs incurred.

Payment Terms

10. Payment shall be made strictly in accordance with the payment terms indicated below without any discount or other deduction and without any deferment or set-off on account unless otherwise agreed in writing
11. In the event of our not receiving payment for whatever reason on the due date of any such sum then without prejudice to any other right that we may have, we shall be entitled to claim interest on such sum accruing from the due date at the rate of 2% per annum above the prime overdraft rate of Standard Bank current at that time.
12. If payment is not made by the due date or the buyer is in default of payment under any other condition with the Company, the Company reserves the right to suspend any further deliveries under the contract until due payment is made.
13. The risk in the goods shall immediately pass to the Buyer upon delivery of the goods into the custody, care or control of the Buyer or its warehouseman, bailees or agents or to the carriers and the Buyer thereafter shall be responsible for all claims, actions and losses arising out of or in any associated with the goods.
14. Ownership in the goods shall vest in the Company until the Company has been paid in full for the goods by the Buyer and for any other monies due to the Company in connection with the contract.

Copyright

15. Copyright and other intellectual rights in all drawings, tools, sketches and other designs produced by the Company on behalf of the Customer shall remain the property of the Company unless there is specific written agreement with the Company making special arrangement for the ownership of the intellectual property.

Despatch

16. The Company will not be responsible for non-delivery or delay in delivery or for any other loss or damage caused directly or indirectly by reason of fire or breakdown at the Company's works, Act of God, war, strikes, lockouts, shortage of raw materials, non-availability of Tools or by any other circumstances outside the Company's control. In such case the Company may suspend orders or withdraw quotations.
17. Dates of delivery are not guaranteed and under no circumstances shall the Company be liable for any consequential loss or damage arising from any delay in delivery or by any failure to deliver. Late delivery shall not be grounds for cancellation of an order.

18. In the case of delivery by installments, each delivery shall be considered a separate transaction. A failure of one delivery shall not affect the due performance of the contract as regards other deliveries.
19. Should despatch or collection of goods ready for delivery be delayed for any reason for which the buyer is responsible the Company reserves the right render an invoice and call for payment for the goods and to arrange for storage of the goods at the Buyer's expense.

Return of Goods

20. No credit will be given for goods returned without the company's prior written consent.

Loss or Damage in Transit

21. No claim for loss or damage in transit will be entertained unless notice in writing (other than on die Company's or its carriers documents) has been given by the consignee both to the Company and to the Carrier's receiving station or depot within the specified time limits as follows.
 - I. Partial loss, damage or non—delivery of any separate part of a consignment — to be notified within two days of date of delivery of the consignment or part consignment.
 - II. Non-delivery of whole consignment — to be notified within ten days of date of despatch of invoice.
 - III. If the Buyer has acknowledged receipt of goods by a signature given to the carrier or person delivering without qualification, then no claim will be entertained.

Claims for Defects

22. The buyer is advised to inspect goods immediately on arrival. Any claim for a failure of goods to be in accordance with the contract which ought to be revealed by a reasonably diligent examination must be notified to us in writing within seven days of receipt of such goods. If no notice is received within seven days the goods will be deemed to be in all respects in accordance with the contract and the buyer will be bound to accept and pay for them.

Warranty

23. Save as provided in sub-clause (1) of this clause, all warranties, conditions, guarantees, or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the goods supplied by the Company, and whether such defect caused are caused by the negligence of the Company or its servants or agents or otherwise.
 - I. The company agrees to make good by replacement or repair, defects which arise solely from faulty materials or workmanship within a period of ninety days from delivery, provided that the Company is notified in writing of the defect and is given the opportunity to view and collect such goods, and, if required, the goods are promptly returned free to the Company's premises.

Limitation of Liability

24. The amount of damages recoverable by the Buyer from the Company for breach of contract or negligence shall be limited to the invoice price of the goods.
25. The Buyer shall indemnify the Company against all actions, claims or demands in respect of any loss, injury or damage sustained by any third party (howsoever caused) arising directly or indirectly in connection with the use, functioning, condition or state-of goods after the receipt by the Buyer or after the property therein has passed from the Company whichever is the earlier.

Signed: _____

Print Name: _____

Date: _____