



## **Terms & Conditions**

Direct Customer - May 2020

**TERMS AND CONDITIONS  
DIRECT CUSTOMER**

The Purchaser in this agreement:

**The Company in this agreement  
PESCATECH CC**

## 1. Conditions

- 1.1. All orders submitted to the Company are to be confirmed in writing by the Purchaser (either by means of a company purchase order or a signed pro forma invoice). This condition applies to all amendments to be made to any orders.
- 1.2. Confirmed orders, if placed before 12h00, will be dispatched by the Company the same day, stock and payment received permitting. Any orders or amendments submitted after 12h00, could result in a 24hour delay in the dispatching of the order.

## 2. Delivery

- 2.1. The Purchaser is to advise the Company of the delivery method required on each order. Available methods include collection arranged by the Purchaser or delivery of the goods to be arranged by the Company.
- 2.2. The Company reserves the right to deliver the order in instalments based on stock availability
- 2.3. Where the goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments shall not entitle the Purchaser to treat the contract as a whole as repudiated
- 2.4. In the case of excess delivery, the Company will make the necessary arrangements for the excess stock to be returned to the Company at its own expense
- 2.5. The Company shall not be liable to the Purchaser for any losses caused due to a delay in the delivery of the order
- 2.6. The delivery of the order will take place in reasonable time. Any specified delivery dates are only projections.
- 2.7. Unless otherwise instructed in writing by the Purchaser on placing the order, delivery of the goods shall take place at the address specified on the purchase order. Additional costs incurred in a failed delivery due to incorrect or incomplete delivery information submitted by the Purchaser will be for the account of the Purchaser.
- 2.8. The Company will notify the Purchaser once the goods are ready for collection
- 2.9. The Purchaser shall then within fourteen days of service of the notice either; collect the goods, give the Company instructions of delivery at the Purchaser's expense.
- 2.10. If the Purchaser fails to collect the goods or provide instruction for delivery within the fourteen working days, the Company reserves the right to cancel the order without providing notice to the Purchaser. Cash payments will be refunded to the Purchaser

## 3. Prices

- 3.1. All price lists provided by the Company are exclusive of VAT, unless otherwise stated
- 3.2. Prices quoted on by the Company are valid for 30 days only, after which time they may be altered by the Company without notice
- 3.3. The Purchaser is solely responsible for the courier costs of orders to be delivered to the client's premises, unless otherwise agreed upon.
- 3.4. The company reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any cause beyond the control of the Company (such as, and without limitation, any foreign exchange fluctuation, currency regulation, significant increase in the cost of labour or goods)

## 4. Payment

- 4.1. The payment terms for orders submitted to the Company are strictly cash-before-delivery, unless a credit application has been submitted and approved by the Company
- 4.2. Payment terms are to be honoured according to the approved application, and payments are to be made before/on the last day of the month that payment is due.
- 4.3. All proof of payments to be submitted to [accounts@pescatech.co.za](mailto:accounts@pescatech.co.za)
- 4.4. The Company shall invoice the Purchaser for the price of the goods once the order is tendered for delivery. Orders which are collected will be invoiced upon collection.
- 4.5. For cash-before-delivery orders, payment needs to reflect in the Company's account, before the goods will be dispatched
- 4.6. For orders of large value or direct import, the Company may require a deposit to be paid before the order will be submitted for undertaking. The remainder of the order value is to be paid by the Purchaser in accordance to their payment terms approved by the Company

**5. Interest on overdue invoices**

- 5.1. In accordance with the National Credit Act (NCA), the Company reserves the right to charge a 2% interest on overdue invoices. Payment is due only if the invoice is failed to be paid in full as per the payment terms.
- 5.2. Overdue invoices will result in the account being placed on hold by the Company, and until the account is settled, no new orders will be dispatched to the Purchaser

**6. Ownership and risk**

- 6.1. Goods will remain the property of the company until full payment has been received by the Company
- 6.2. The Purchaser shall hold the goods as the Company's Fiduciary agent and Bailee, and properly store, protect and insure the goods identified as the Company's property until full payment for the invoice has been made.
- 6.3. The Purchaser is entitled to resell or use the goods in the ordinary course of its business, provided that the account of the Purchaser is paid timeously.

**7. Cancellation, return and exchange of goods**

- 7.1. Goods returned by the Purchaser must be in their original packaging and in the same condition as when supplied by the Company
- 7.2. All goods must be returned within 2 weeks (14 days) from date of delivery, or collection by the Purchaser.
- 7.3. Goods returned must be accompanied by a Tax Invoice.
- 7.4. The Company is eligible to inspect the goods before the issue of a credit note
- 7.5. A handling fee of 10% will be raised on returned items, at the discretion of the Company

**8. Company's warranties**

- 8.1. The Company warrants that the goods comply to all the material specifications presented
- 8.2. In the event of product deemed to not meet material specifications, a customer complaint form must be adhered to and submitted to the account holder
- 8.3. The company is eligible to test the goods
- 8.4. The company will not be responsible for any defects arising from failure of the Purchaser to follow the Companies verbal or written instruction regarding the use, storage, maintenance and installation of the goods
- 8.5. In the events of a VIKAN product warranty claim, the relevant procedure as per VIKAN Customer complaint form must be adhered to. The Company will facilitate and manage all warranty claims in line with the relevant VIKAN terms and conditions.

Signed at ..... on this ..... day of.....20.....

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DIRECTOR FULL NAME

\_\_\_\_\_  
SIGNATURE

