



IRT Projects (PTY) Ltd

P.O. Box 68608
Bryanston
2021

Telephone: +27(0)11 708 7034
Share Call 0861000478
Fax: +27(0)11 708 6987

GENERAL TERMS AND CONDITIONS OF SALE

1. Definition

- a) "Seller" shall mean **IRT PROJECTS (PTY) LTD.** acting on its own behalf.
- b) "Purchaser" shall mean the person or company by whom the Seller has been awarded a contract / purchase order.

2. Modification and Amendments

Any alterations and amendments to the quotation / orders shall not be binding unless reduced to writing and signed by the Seller. Any particular prices quoted are valid only for the quantities indicated. Changes in quantities ordered may result in price adjustment.

3. Terms of payment

- a) 30 Days nett after day of statement unless otherwise specified in writing prior to acceptance of order.
- b) Payment shall not be set off against or withheld on account of any counterclaims of the purchaser, unless same are acknowledged by the Seller in writing.
- c) IRT Projects reserves the right to change interest on overdue amounts, in accordance to banking institutions calculations / variances.

4. Reservation of Ownership

Ownership of the goods will remain vested in the Seller until the purchase price has been paid in full. While ownership remains vested in the Seller the Purchaser undertakes to do all that is necessary to ensure that the goods remain unencumbered and interalia do not become the subject matter of any lien, hypothetic pledge of other encumbrance or judicial attachment from whatsoever cause arising.

5. Terms of Delivery

All dates of delivery shall be treated as approximate dates only, and the Purchaser will not have any claim of whatsoever nature against the Seller arising from delays in delivery howsoever caused, save where the parties have agreed in writing to the contrary. The Seller has the right to effect part deliveries.

6. Liquidated Damages

IRT Projects cannot accept any claims for penalties, liquidated damages and further claims for damages on the part of the purchaser or third parties, i.e. consequential damages / losses.

7. Performance and Guarantee

The Seller warrants that all goods manufactured and sold in terms hereof, shall be free from defects in material and workmanship under normal use and service.

Directors: JG Stevens (Managing) KJ Donaldson RC van Wyk
Unit 83, Trevallyn Industrial Park, Hyskraan St. Kya Sands, 2169
Reg No. 2001/026489/07
VAT No. 4500197647





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8. Price Basis

1. Any variations in the rates being the basis for our material and labour prices, can result in a price adjustment which will be for the purchaser's account.
2. Rates calculated for Freight, Insurance, Railage, Customs Duty, Wharfage and other statutory obligations are included in our prices and based on the rates ruling on the key index, unless otherwise stated. Any variations in the above can result in a price adjustment which will be for purchaser's account.
3. Rate of Exchange Variations:- We reserve the right to adjust our prices of the rate/s applicable on the date of invoice deviates from the rate/s mentioned overleaf by more than 0,5% irrespective of the rate of exchange applied to the payment made by us to our Overseas Suppliers. The Seller is under no obligation whatsoever to submit to the Purchaser any other proof than that of the Official Bank Rate on the date of the invoice applied to the adjustment invoice.
4. Firm prices (i.e. not subject to R.O.E. variation) may be negotiated if required, providing that these prices are quoted in writing prior to the acceptance of an order. Firm price will be based upon the current R.O.E. at the ruling key date plus an amount equal to the cost of forward cover of the transaction. The Seller is under no obligation to reveal the cost of forward cover to the Purchaser.

9. V.A.T. :-

All prices quoted / confirmed exclude the V.A.T. (Value Added Tax)

10. Import Restrictions and Levies

Our quotation / confirmation is based on the condition that all necessary permits for the export / import of the offered material are granted in time by the Authorities concerned. Any additional duties / surcharges imposed by the Authorities prior to invoicing will be for the Purchaser's account.

11. Delivery

1. Material despatched by registered post.
In this instance the postal receipt will be deemed full and final proof of delivery.
2. Complaints regarding damaged and short supplied items will only be considered if made within 7 (seven) days of receipt of goods and communicated to the telephone number stated overleaf, at which time a Goods Return Advice number will be issued, which must be stated in all subsequent correspondence and must accompany any returned goods.
3. Material returned for credit without IRT Projects's approval will be subject to a 20% cancellation fee.

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