

TERMS AND CONDITIONS OF SALE

- 1 Validity:** All quotations shall be valid for acceptance during the period stated in the tender. If no period is stated, the following shall apply. Written or faxed quotations have a validity of 7 (seven) days from the date of quotation; telephonic or verbal quotations shall have a validity of 24 (twenty-four) hours. Quotations may be withdrawn prior to acceptance. In the event of the order being placed after the expiry of the quotations' validity date, the order shall be subject to ACDC Express' written confirmation. The tender is given as a whole and is indivisible unless otherwise agreed upon by ACDC Express.
- 2 Acceptance:** The acceptance of any tender must be accompanied by sufficient written information to enable ACDC Express to proceed with the execution of the order immediately, failing which, ACDC Express shall be entitled to amend the quoted prices to cover any cost incurred as a result of such delays and extend the delivery date(s). Any goods supplied for sample purposes on a "Sale for Return" basis, must be returned to ACDC Express, carriage paid, within a month from the date supplied.
- 3 Cash Sales:** May be paid by cash or approved credit card. We do not accept American Express or Diner's Club cards or cheques.
- 4 EFT Payments:** Bank transfers (including electronic payments) are accepted, but the goods may only be released once the transfer has been received and reflected in ACDC Express' local bank account. Please allow 2-3 (two to three) working days for EFTs to clear.
- 5 Delivery:** This shall be made at the place specified in the quotation and excludes offloading and positioning unless stated otherwise. ACDC Express shall have the right to effect partial deliveries unless specified otherwise. Each delivery or partial delivery will be deemed to be sold under a separate contract. Failure by ACDC Express to make any delivery or part delivery, shall not entitle the Buyer to cancel the outstanding balance of the order unless the Buyer has given ACDC Express a reasonable opportunity to remedy. Should the Buyer fail to take delivery within a reasonable time, ACDC Express shall be entitled to claim the cost from the Buyer and cancel the remaining value contract. Under no circumstances shall ACDC Express be held liable for any damages, of any nature whatsoever, due to late or delayed deliveries of the Goods ordered by the Buyer.
- 6 Goods Purchased from outside of South Africa:** Goods will only be released upon receipt of MT103 from SARB (South African Reserve Bank).
- 7 Ownership:** Ownership of the Goods shall remain with ACDC Express until the invoice is paid for in full. Risk in the Goods shall pass to the Buyer upon delivery. In respect of goods purchased for resale, the Buyer shall sell that stock which has been in its possession the longest and its accounting shall reflect this position, on the FIFO basis.
- 8 Warranty:** ACDC Express passes onto the Buyer all conditions and benefits of the Principal guarantee. In all cases, the Principal will, at its expense and through ACDC Express, make good any defects in the material and workmanship of its products under proper use and within its warranty, being 6 (six) months against defects. The stated period of warranty commences from the date of delivery from ACDC Express of the Good/s to the Buyer [or within a longer period as may apply in terms of an extended supplier/manufacturer warranty relating to the Good/s (if any)]. Liability is limited to the repair, replacement and or refund of the Good/s, upon inspection and/or testing by ACDC Express of the Good/s so as to validate the defect. This liability specifically excludes injury or consequential damage to other equipment, production losses, or penalty claims no matter how caused. Such repair, replacement and or refunds shall take place at the premises of either the Principal or ACDC Express, as required by the Principal. The Buyer alone is responsible for any costs of removal and reinstallation, packaging, insurance and transport of the Good/s to and from ACDC Express premises. ("Agency" covers all formal agreements where ACDC Express represents the Principal as an Agent/Dealer/Distributor/Stockist, or where ACDC Express has included the product in its own catalogue).
- 9 Returns, Repairs or Refunds:** Claims for error in supply to the Buyer must be immediately reported to ACDC Express, by visiting the store where the Good/s were purchased or through the Returns page on the website, of the error. No return of Good/s correctly supplied can be accepted without prior written authorisation from the store or Sales Manager. Claims for Goods damaged or missing any parts or accessories at the time of delivery/collection, the Buyer must notify ACDC Express within 2 (two) days of such short delivery or collection. Only once ACDC Express has inspected the Good/s and validated the short delivery, ACDC Express shall at the Buyer's discretion repair, replace or credit the Buyer's account with the purchase price of the Good/s. Good/s purchased that need to be repaired must be presented to the store with a copy of the invoice. The damaged Good/s will then be sent to the supplier for repairs. Good/s can only be repaired, replaced, or refunded within the warranty against defects period, which is 6 (six) months from the date of purchase and/or an extended warranty period (if applicable). Where a Coupon is used to purchase Good/s that the Buyer later returns for a refund, ACDC Express will provide the Buyer with a replacement Coupon and will credit the Buyer's account for that portion of the purchase price which the Buyer paid via one of our other payment methods, or alternatively, a refund will be given if this is preferred. Where a Voucher is used to purchase Good/s that the Buyer later returned for a refund, the Buyer will not be afforded a cash refund for that portion of the purchase price which the Buyer paid using the Voucher but will be issued a replacement Voucher, coupon or credit on the Buyer's account.