



Terms and Conditions of Sale

The following terms and conditions shall apply in respect of all sales by Deebaar of goods and services supplied to purchasers thereof from time to time.

Payment (Terms for Account Holders & COD Customers)

Terms of payment are strictly Cash on Delivery (COD).

1. For all export orders, 50% of the value of the orders must be deposited into Deebaar's banking account, prior to the commencement of manufacture.
2. Should final payment not be made by the due date, and the goods not yet collected, the Seller may upon the expiry of 30 days written notice to the client, cancel the order, return the goods into stock and part payments made will not be refunded.
3. Goods will only be released, once the payments made remain in Deebaar's account for a period of 8 days.
4. No other payment terms will be considered except by special written agreement.

Terms of payment for account holders.

1. Payment for the goods shall be made by the end of the month following the month in which they were dispatched.
2. Terms of payment: Nett, no other payment terms will be considered except by special written agreement.
3. Should payment be delayed beyond the due date, the Sellers reserve the right to charge interest on all sums outstanding at a daily rate equivalent to an annual rate.
4. Should payment be delayed beyond the due date, the Sellers reserves the right to suspend any deliveries of goods to the to the Purchaser pursuant to any unfulfilled orders and it comprises a contract to make deliveries by instalments, the Seller may upon the expiry of 30 days written notice of the intention to do so, sever it and treat the Purchaser as having repudiated it without prejudice to their claim for damages in respect of the aforesaid repudiation.

Delivery.

1. Except in the case of the goods outside South Africa, delivery of the goods shall take place and risk therein shall pass to the Purchaser upon delivery thereof at the place indicated by the Purchaser on his order, or when the goods are passed to a carrier or agent who accepts responsibility for delivery. Property of the goods will not pass to the purchaser until payment is received by Deebaar.
2. Any delivery rate indicated by the Sellers in a business is an estimate only and although the Seller will endeavour to comply with it they will be under no liability whatsoever for any delay in delivery or the consequences thereof howsoever arising.
3. Without prejudice to the foregoing the Sellers shall not be liable for non-delivery or late delivery of goods resulting from any cause beyond their reasonable control, including but not limited to strikes, riots, acts of God, and delays in transport or Force Majeure.
4. Delivery prices differ and are determined by; location, type of delivery, weight, dimensions, mine surcharges, time period and will be displayed in the quotation.

Packaging.

1. No charge will be made for the packaging of goods for delivery within South Africa.
2. Charges for the packaging of goods for export will be quoted upon request.

Reservation of ownership.

1. All goods remain the property of Deebaar until full payment has been received.

Liability for loss and damage.

1. Deebaar shall not be responsible for any loss or damage howsoever caused to the property or person of the Purchaser or any third party payment as a result of any defect in the goods.

Site Work.

1. Site and Installation work is quoted separately. After a pre- arranged date with the client is agreed upon for site work to be undertaken, Deebaar will plan and allocate its technicians and workforce accordingly. Should Deebaar's Installation team not be able to perform their duties as a result of the client not giving Deebaar's employees access to site for whatever reason, the client will be charged for travelling and labour time at the following rates.

Artisan:	R550.00 p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.
Technicians :	R750.00 p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.
Assistant :	R280.00 p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.

Should our installation team arrive on site and the planned site work cannot take place or is cancelled for any reason by the client, the client will be charged for travelling at R4.60/km as well as the employee/s charge out rate.

Returned goods.

1. Permission must be obtained by Deebaar before any standard production items are returned, quoting Deebaar's relative delivery note / invoice number. If return is due to no fault of ours and permission is granted, minimum service charge of 15% handling of Nett price will be made provided the goods are received in a re-saleable condition. Under no circumstances will items made to customers' specifications be returnable. We cannot accept any railage or transport costs being debited to our account.

Liability for defects expressed or implied.

1. Warranties against any defect in the condition, quality or suitability of the goods for said purposes whatsoever, whether patent or latent, are hereby excluded from the sale and the goods voetstoots, provided that Deebaar shall be liable to repair or replace if possible any defective part or portion of the goods caused by faulty design, materials or workmanship, Deebaar liability in terms of this clause:
2. Shall be limited to a period of sixty (60) days from the date of the delivery of the goods.
3. Shall be conditional upon:
 - The Purchaser notifying Deebaar in writing of the said defect immediately on manifestation thereof.
 - The Purchaser returning such defective parts or portion thereof to be repaired by anyone other than Deebaar at the Purchasers expense.
 - The Purchaser not causing or endeavouring to cause any such part or portion thereof to be repaid by anyone other than Deebaar in terms of the agreement of sales being strictly observed. Whether patent or latent, and the Purchaser indemnify Deebaar against any claim arising out of such defects made against it by any third party.
 - All the Purchasers obligations to Deebaar in terms of the agreement of sales being strictly observed.
4. Shall be excluded in the case of:
 - Prior repairs or modification by others. Defect attributable to incorrect operation or installation, abuse or neglect of the goods.

Entire agreement.

The Terms and Conditions herein constitute the entire agreement between the Purchaser acknowledged that no representations have been made by Deebaar or persons acting on its behalf which have induced the Purchaser to enter in to this agreement. No agreement in any way varying the Terms and Conditions of this agreement shall be of any force unless contained in writing and signed by the parties hereto.