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TERMS AND CONDITIONS

SALES AND SERVICES

The terms and conditions govern the business relationship between you and us. If you contact us through our website and purchase products/equipment from us or use our services, we assume that you have read and agree to these terms and conditions and that we are therefore in agreement, and this then confirms a binding agreement.

The Parties to this agreement are therefore:

GROVE PRECISION SPECIALIST (PTY) LTD, VYGIESTRAAT 4, BALKFONTEIN, BOTHAVILLE, 9660 (hereafter referred to as "the Seller/Service Provider")

and

YOU, WHO USE THE WEBSITE, EMAIL OR WHATSAPP BY PROVIDING YOUR DETAILS TO US TO PROVIDE YOU WITH A QUOTATION, WORKSHEET, AND INVOICE (hereafter referred to as "the Client").

Please read the agreement carefully and save it. If you do not agree with the terms, please leave our website, and do not provide your personal information or enter into any form of transaction with us.

1. DEFINITIONS

In this agreement means:

"services" - means the services that the Seller/Service Provider has undertaken to provide to the Client.

"Client" - means the person or entity to whom the Seller/Service Provider provides a service or sells product/equipment.

"loan agreement" - means the additional agreement entered into between the relevant parties, in respect of the loan equipment.

"loan equipment" - means the equipment that the Client either borrows from the Seller/Service Provider or from a third party administered by the Seller/Service Provider for a certain period of time

"our website" - means this website that you are currently visiting and entering your personal details for obtaining a quote for a product/equipment or request for service to be provided.

"agreement" - means the paid or signed quotation accepted by the Client, which was received back by the Seller/Service Provider, for the product/equipment sold, as well as the undisputed worksheet which after 7 days is processed into an invoice and sent to the Client. In the event of any dispute, the Terms and Conditions will take precedence over any other documentation contained in the agreement.

"personal information" - means the Client's personal information for use, as stated in our "Privacy Policy", as attached on our website.

"product/equipment" – means any equipment, parts, materials, stock, and any goods that the Seller/Service Provider undertakes to supply to the Client under the agreement.

"price" – means the quotation or invoice amount provided by the Seller/Service Provider to the Client.

"Terms and Conditions" – means these general terms and conditions for the sale of products and the provision of services, together with any changes and additional conditions contained in the Seller's/Service Provider's quotation / worksheet and invoices.


"consent" - means that the Client gives consent that the Seller/Service Provider may use his/her personal information entered here or provided via Email or WhatsApp for all purposes stated in the "Privacy Policy", as attached on our website.

2. PAYMENT TERMS – SALES & SERVICES


The Client confirms that:

- 2.1 any transaction entered between the Seller/Service Provider shall be strictly cash and no credit transactions shall apply.
- 2.2 the amount stated in a quotation is only valid for 7 days and no order will be placed, or product/equipment will be supplied, before the quotation amount does not reflect in the Seller's/Service Provider's bank account.
- 2.3 the terms stated in all quotations, worksheets and invoices form part of these terms and conditions and shall be read together, even if they are not repeated or stated here.
- 2.4 if second-hand or demo equipment is sold by the Seller/Service Provider to the Client, it will be loaned to the client to be tested, for a period of 14 days. The quotation will be accepted by the Client by signing it before he/she receives the equipment for the test period. If the quotation has not been paid within the 14 day test period, and no complaint of any faults on the equipment has been passed on

to the Seller/Service Provider in writing, the Seller/Service Provider retains ownership, as well as right of lien on the equipment and the equipment shall immediately be removed by one of the Seller/Service Provider's technicians, without sending any prior notice to the Client. The Client waives any right to bring a spoliation application in terms of the equipment, should it be removed by the Seller/Service Provider.

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- 2.5 The Client consents to the acceptance of quotations, worksheets, invoices, debit notes, credit notes and statements from the Seller/Service Provider, which will be sent out via e-mail. These sent documents will then serve as the original documentation and all subsequent printouts will then be copies of the original.
 - 2.6 All job cards sent out on which no written dispute has been passed to the Seller/Service Provider within 7 calendar days, are assumed to have been done correctly and that the Client fully agrees and is satisfied with it. An invoice will be sent to the Client via WhatsApp / Email after these 7 days. This invoice will be binding and payable within 7 days of the invoice date.
 - 2.7 If the Client has any dispute in terms of any invoice, it must be brought to the Seller's/Service Provider's attention within 48 hours of receipt via e-mail / WhatsApp, in writing via return e-mail / WhatsApp. If no dispute is received from the Client, the invoice will be considered correct, binding, and payable.
 - 2.8 If there are any previous outstanding invoices owed by the Client to the Seller/Service Provider, all payments received will first be allocated against the oldest invoices, before any payments will be allocated to newer invoices.

3. PAYMENTS TO THE SELLER/SERVICE PROVIDER

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- 3.1 The Seller/Service Provider receives all payments via EFT directly into their bank account, which will be provided to you personally, after which you can compare it with the bank details on the invoices received.
 - 3.2 The Seller/Service Provider will not change their bank details by sending you an email. The Seller/Service Provider accepts no responsibility for any losses, should the Client pay the funds into an incorrect bank account.

4. CHANGE OF DETAILS

- 4.1 The Client undertakes to pass on any changed details to the Seller/Service Provider in writing within 7 (seven) days.

5. CHANGE OF OWNERSHIP

- 5.1 The Client undertakes to notify the Seller/Service Provider in writing within 20 days if there are any changes of ownership or shareholder changes in the Client's company or business and acknowledges and undertakes that he/she will immediately pay any outstanding balances due to the Seller/Service Provider.

6. DOMICILIUM CITANDI ET EXECUTANDI

- 6.1 The Client hereby selects the address provided on the electronically filled-in section, as his/her *domicilium citande et executandi*, in other words, the address where the Client will receive all notices and legal process documents etc., regardless of whether the Client still resides at the address or whether there is still a business trading from the premises.

7. PRICE INCREASE

- 7.1 Prices quoted by the Seller/Service Provider that have not been accepted by the Client within 7 days, are subject to a price increase at the discretion of the Seller/Service Provider and will be brought to the Client's attention.

8. VALID ORDERS

- 8.1 In the event that a request/order containing the Client's name and details is passed on to the Seller/Service Provider, either via their website, e-mail or WhatsApp, by an unauthorized person employed by the Client, it will be seen as a valid request/order made by the Client himself, and the responsibility rests with

the Client to determine whether the ordered equipment is correct for the purpose for which it will be used.



9. DELIVERY AND INSTALLATION OF EQUIPMENT

- 9.1 Any delivery or installation date provided by the Seller/Service Provider to the Client will be an estimated date and the Seller/Service Provider will not be penalized should there be delays in the delivery and/or installation of any equipment and the Client will not refuse acceptance of the equipment on the day of delivery.
- 9.2 Each delivery / installation of equipment or services provided by the Seller / Service Provider will be seen as a separate contract and the price thereof is payable separately per invoice.
- 9.3 The risk associated with the equipment will be transferred from the Seller/Service Provider to the Client, the moment the equipment is delivered or installed, although its ownership will only be transferred when the equipment has been paid for in full.

10. WARRANTY & RETURNS POLICY

- 10.1 The warranty and return policies of the Seller/Service Provider's Service Providers are applicable.

11. RETENTION OF OWNERSHIP

- 11.1 Until the Client has paid the Seller/Service Provider for the ordered equipment in full, there will be no transfer of ownership of the equipment and the Seller/Service Provider shall, at its own discretion and without any notice to the Client, reserves the right to remove and repossess the equipment and deal with it as it sees fit. The Client waives any rights he/she may have to bring a spoliation application against the Seller/Service Provider, should the Seller/Service Provider take back possession of the equipment.

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12. LIABILITIES IN TERMS OF LOSSES & DAMAGES

- 12.1 The Seller/Service Provider shall under no circumstances be held responsible for any losses or damages suffered by the Client, whether caused as a result of any error, discrepancy, lack of specifications, measurements or any other instructions, natural disasters, unavoidable accidents, actions of enemies of the state, riots, lockouts, labour strikes, transport delays, reduced working hours, load shedding, uprisings, war, trade boycotts, sanctions or trade restrictions by the government, authority, company or organization or person or persons in the Republic of South Africa, or beyond national borders or any cause beyond the control of the Seller/Service Provider.
- 12.2 The Seller/Service Provider does not provide any guarantees (either express or implied) regarding the suitability of the equipment for the purpose for which it is required.

13. DEFAULT PAYMENT

- 13.1 If the Client does not pay any outstanding invoice within the stated terms, the entire amount due will become payable immediately, without any further notice to the Client.


14. INTEREST ON OVERDUE INVOICES

- 14.1 The Seller/Service Provider shall be entitled to charge the Client interest at 2% (TWO) per month or 24% (TWENTY-FOUR) per year, from the date that the invoice became overdue, provided that nothing contained herein shall be construed that the Seller/Service Provider will make any concession to the Client to make payment after the requested payment date on the invoice.

15. PROOF OF CLAIM

- 15.1 An accepted quote or outstanding worksheet and invoice, together with an account statement will serve as proper proof of the outstanding amount that will be payable by the Client to the Seller/Service Provider.

16. JURISDICTION

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- 16.1 Regardless of the amount owed by the Client to the Seller/Service Provider, both parties consent to the Jurisdiction of the Magistrates Court, in terms of section 45 of the Magistrates Courts Act (Act 32 of 1944, as amended), for the institution of any action or process, which may be instituted by the Seller/Service Provider against the Client, arising from any transactions entered into between the two parties. It is placed on record that the Seller/Service Provider shall have the right, but shall not be bound, to bring any action in the said court.

17. COLLECTION OF LEGAL / COLLECTION COSTS

- 17.1 If the Seller/Service Provider instructs their attorneys to collect any outstanding amount owed by the Client or to take legal action to protect the Seller/Service Provider's rights, the Seller/Service Provider shall have the right to all legal- or collection costs recovered at an Attorney-and-Own-Client scale, from the Client, and the Client undertakes to pay them.

18. PROTECTION OF PERSONAL INFORMATION ("POPIA")

- 18.1 The Seller/Service Provider, their staff, representatives, sub-contractors and third parties are requested to collect, process, share and store the Client's personal information for the purposes for which it is required, as stated in the "PRIVACY NOTICE" available on the website. The Seller/Service Provider as well as the aforementioned parties will protect the Client's personal information to the best of their abilities. The Client has access to the information that the Seller/Service Provider has collected, processed, shared and stored of the Client. The Client hereby consents that the personal information that is provided either through the provision of personal information through the website, or by any other method to the Seller/Service Provider, may be used for the purposes, as set out in the "PRIVACY NOTICE" available on the website. The Client can also withdraw the consent granted by providing the withdrawal request in writing, but must at the same time note that this will affect the further provision of services and products, and will lead to no further services or products being provided by the Seller/Service Provider to the Client.

19. NON-WAIVER OF RIGHTS

- 19.1 Should the Seller/Service Provider waive, concede, allow, or show a favor to the Client, any breach of any of the provisions in this agreement, shall not under any circumstances serve as a waiver by the Seller/Service Provider of their rights under these Terms and Conditions, or be interpreted as a novation thereof.

20. SEVERABILITY CLAUSE

- 20.1 Each clause contained in these Terms and Conditions is severable, one from the other and if any or more of the clauses are invalid or unenforceable, the rest of the clauses of these Terms and Conditions will not be affected by it and will be fully effective and remain in force.

21. ENTIRE AGREEMENT

- 21.1 These Terms and Conditions, together with the stipulated conditions on the Work Card, Quotation, as well as the Tax Invoice, contain the entire agreement between the Seller/Service Provider and the Client. No other Terms and Conditions, whether express or implied or excluded herein, or any modifications, cancellations, or additions to this agreement, shall be valid unless placed in writing and signed by both parties.



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