

CONDITIONS OF PURCHASE

1. DEFINITIONS: The following expressions shall, unless the context otherwise requires, have the following meanings respectively assigned to them:
 - (a) "Purchaser" shall mean CONCOR TECHNICRETE (PTY) LTD.
 - (b) "Delivery Date" shall mean the date as stipulated on the Order.
 - (c) "Delivery" shall mean delivery in compliance with the terms of this Order at the place stipulated under Delivery Instructions on the Order.
 - (d) "Goods" shall mean the goods and/or services specified on the Order.
 - (e) "Order" shall mean and include these "General Conditions", and all documents, specifications, schedules or drawings attached or referred to in this Order and any drawings approved by the Purchaser relative to this Order.
 - (f) "Purchase Price" shall mean the price stated in this Order.
 - (g) "Supplier" shall mean the other party to whom the Order is addressed.
2. Purchase Order number and our code number must be quoted on all correspondence, advice notes, invoices and packing.
3. The Supplier shall be deemed to have satisfied himself as to all the conditions and circumstances in any way relating to and/or affecting his quotations and/or this Order.
4. The Supplier shall not without the consent in writing of CONCOR TECHNICRETE (PTY) LTD cede, assign or make over this Order or any part thereof to any other party or enter into any sub-order other than for the supply or execution of minor items or goods. Any such consent shall not release the Supplier from its obligations under this Order.
5. Should there appear to be any doubt or discrepancy in any way relating to or arising out of this Order, the matter shall be referred by the Supplier to the Purchaser for clarification before proceeding to execute the Order, failing which the decision of the Purchaser shall be final and binding.
6. The Supplier shall, upon request by the Purchaser, furnish the Purchaser with a copy of, or alternatively where a copy is unavailable, full details of any quotation which it has given to any person, firm or company up to six months prior to the Purchaser placing its order with the Supplier to enable the Purchaser to ascertain whether the Supplier has given better prices in such prior quotation, and whether such prior quotation relates to materials and goods of a similar quantity or quality.
7. The goods shall be of the standards, qualities and sorts described and in accordance in all respects to the specifications, patterns, samples and drawings specified in the Order or in the documents relating thereto. Should no specification, pattern, sample or drawings be specified in the Order, the goods supplied shall be subject to the approval of the Purchaser.
8. Should the Supplier neglect or fail to deliver the goods or any portion thereof on the due date(s) or in compliance with the Order, the Purchaser shall be entitled but not obliged and without prejudice to any other rights which the Purchaser may have in law to terminate the contract, based on the Order between it and the Supplier, either in its entirety or to the extent of the Supplier's default in either of which events the Purchaser shall be entitled to purchase or to have manufactured for it the goods of the same or similar description or the outstanding balance thereof as it in its sole discretion may think fit.

The Supplier shall be liable to the Purchaser on demand for loss or damage or expense which the Purchaser may sustain in any way arising out of or connected with the default of the Supplier and without derogating or detracting from the aforesaid liability the same shall include any excess of the purchase price or cost of manufacture or acquisition as the case may be as shall be incurred by the Purchaser. The liability imposed on the Supplier pursuant to this Clause shall be deemed to be in addition to and not in substitution for any other claim to which the Purchaser may be entitled to in law in terms of the contract based on this Order.
9. Goods will be received at the place of delivery only, and notwithstanding any receipt which may have been given, the goods shall at the option of the Purchaser be liable to rejection and/or supplementation and/or rectification if not in accordance with the Order, such rights being in addition to and not in substitution for any other rights of the Purchaser in terms of this Order. Goods shall not be accepted by the Purchaser and shall remain liable to rejection and/or supplementation and/or rectification until the Purchaser certifies in writing that the goods have been accepted, or a period of months has elapsed from date of delivery provided that nothing contained in this Clause shall preclude the Purchaser from pursuing its rights against the Supplier in terms of Clause 8 where latent defects in the goods manifest themselves. Rejected goods shall be held at the risk and expense of the Supplier, who, before such goods are released, shall refund the purchase price and all charges incurred by the Purchaser in respect of such goods, rejected goods shall, if so required by the Purchaser, be replaced by the Supplier immediately upon notification to the Supplier of rejection. Should the Supplier fail, on demand, immediately to replace the goods, the Purchaser shall be entitled to the rights and remedies provided in Clause 8.
10. The Supplier shall be responsible for and on demand shall pay all royalties and expenses and be liable for all claims in respect of the use and/or infringement of patent rights, trade marks or other protected rights, and shall be deemed to have indemnified the Purchaser against any claims arising therefrom.
11. Should any goods supplied in terms of this Order have patent defects, which defects are capable of being rectified on site, the Purchaser shall, without prejudice to any of its other rights in terms of this order or in law, be entitled to require the Supplier to arrange, at the Supplier's own cost, for the rectification of such defects and it shall be incumbent upon the Supplier to carry out such work without delay.
12. In event of any latent defects manifesting themselves, the Purchaser shall without prejudice to any of its other rights in terms of this Order or in law, be entitled to call upon the Supplier to replace such defective goods without delay, and all costs so involved shall be for the account of the Supplier.
13. In the absence of any special agreement to the contrary all packaging shall be deemed to be included in the purchase price and shall remain the property of the Purchaser. Packing and Covering, to ensure the safe transport and delivery of the goods shall be proper and effective and the Supplier shall be responsible for packing the goods in such a manner as to ensure protection against loss or damage in transit. The Purchaser shall be entitled to recover from the Supplier any loss or damage in transit. The Purchaser shall be entitled to recover from the Supplier any loss or damage which it has suffered arising from, or connected with any failure to comply with this Clause.
14. All prices recorded in this order shall be firm and shall not be subject to escalation or variation unless the contrary shall have been agreed to in writing by the Purchaser.
15. All responsibility for any loss or damage whether total or partial, from any cause whatsoever, shall remain with and shall vest in the Supplier until full and complete delivery has been effected and signed for at the aforesaid place of delivery. Unless otherwise provided in this Order, all charges, despatch, weighing, loading, covering, storage and demurrage shall be borne by the Supplier.
16. This Order shall in all respects be construed and interpreted in accordance with the laws of the Republic of South Africa and any difference of dispute that may arise between the Purchaser and the Supplier in regard to this Order shall be adjudicated upon in the Republic of South Africa.
17. Should the Supplier commit any breach of the Terms and Conditions of this Order, or be placed under an order of sequestration or liquidation or judicial management, whether provisional or final, the Purchaser shall be entitled to cancel the Order to the extent that it may not have been executed as at the date of such provisional or final Order, in which event the Purchaser shall, without prejudice to any other rights which it may have in law, be entitled to the rights and remedies provided in Clause 8 *mutatis mutandis*.