

# MICRON LABORATORY SERVICES

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## STANDARD TERMS AND CONDITIONS OF SALE

### 1. QUOTATIONS

The quotation remains firm for the period stated overleaf subject to the conditions state in clauses 3 and 22 of if no period is stated, forty-five days from the date of quotation. All quotations are subject to accidental errors or omissions. Quotations for specifically identified items offered ex-stock are subject to the goods being unsold at the date of receipt of the customer's order.

### 2. ORDERS

All orders accepted by us shall be governed by these Standard Conditions of Sale and in no circumstances will our acceptance of customer's order or the supply of goods by us be subject to any contrary conditions whatsoever without our prior written agreement to such specific contrary provisions.

### 3. PRICES

All prices quoted are subject to automatic increase to cover any statutory increases of fuel, materials, labour, duty or surcharge.

### 4. MINIMUM ORDER CHARGES

We reserve the right to apply a minimum order charge in respect of small value orders. Customers are requested in their own interests to consolidate their requirements whenever possible. Customers will be advised of the charge applicable before confirmation of their orders. Any minimum order charges and carriage charges levied by Manufacturers and paid by us are for the account of and repayable to us by the customer.

### 5. TERMS OF PAYMENT

Non account holders' terms of payment are strictly cash. Account holders, 30 days from date of statement, this include partial deliveries. No deductions whatsoever may be made without our written approval. Credit terms are subject to our specific prior written approval

### 6. ARREARS

Interest at a rate of 2% above prime bank overdraft rate will be charged on all arrears payment.

### 7. ACCEPTANCE OF ORDERS

Contracts and orders are accepted subject to all necessary licenses and consents being obtained for the purchase supply shipment importation processing and use of the required materials and to our being able to obtain such materials.

#### 7.1 CANCELLATION OF ORDERS

Orders are firm and not subject to cancellation. Where cancellation of an order is accepted, the purchaser will become liable for a cancellation / handling fee of no less than 20% of the selling price, plus the cost of shipping the goods back to the county of origin.

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For special import items a 50% deposit will be required.  
Orders for 'specials' cannot be cancelled.

## **8 DELIVERY**

All dates for our periods of delivery are estimates only and while all reasonable efforts will be made to meet such dates or periods we shall not be liable for any failure to do so. Any period or date of delivery may be extended or postponed in the event of any occurrence which causes stoppage, delay or interruption in the supply of goods during the delivery period either in our own services or in those of our suppliers or shippers and which is beyond the control of ourselves, our suppliers or the shippers respectively.

## **9 CARRIAGE**

Deliveries by us within areas covered by our own normal van delivery services are free. Costs of other or additional or special packing and costs of special or specific transport required in respect of acids, dangerous chemicals, laboratory furniture and fittings, items which require installation, or where required by law or regulation are for the customer's account.

## **10 PASSING OF RISK AND OWNERSHIP**

Where goods are carried by an independent carrier ownership of such goods and the risks relating thereto shall pass to the customer on delivery to the carrier who shall be deemed to be the customer's agent. Where goods are carried by our own transport risk and ownership in respect of such goods shall pass to the customer on delivery to the customer.

## **11 FORCE MAJEURE AND GOVERNMENT ORDERS**

In the event of an outbreak of hostilities (whether war is declared or not) in which the Republic of South Africa is involved or in the event of national emergency or if our works should become directly or indirectly so engaged on Government orders under Government priority directions as to prevent or delay work on the other orders or in case of force majeure including strikes or Act of God or any other cause whatsoever due to factors beyond our control, we shall be entitled at any time on notice to the purchaser of the goods to make partial deliveries only or to terminate the contracts without prejudice in any case to rights accrued in respect of the deliveries already made.

## **12 PROPRIETARY GOODS**

Proprietary Goods sold by us are subject to the respective manufacturer's conditions of sale, which conditions are binding on the customer and a copy of which will be supplied to the customer. The term 'Proprietary

Goods' shall mean any goods branded with the name and/or trademarks of the manufacturer irrespective of who the manufacturer may be.

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## 13 EMPTY CASES AND CONTAINERS

Customers will be charged for chemical containers which charges will be clearly indicated on the labels of the respective containers. Customers will be credited with the value of such containers returned to us provided that such containers are in the same condition as that in which they were delivered to the customer.

## 14 INSURANCE

All costs of insurance against transit risks, whether by request to the customer or whether considered necessary by us, shall be for the account of the customer. Our liability in respect of such risks shall be limited to any amount received by us under such insurance which amount shall be paid to the customer after reasonable expenses have been deducted. We accept no liability for failing to take proceedings for recovery of compensation neither for the loss or damage nor for any consequential loss or damage whatsoever.

## 15 REPAIRS

## 16 WARRANTY AND RESPONSIBILITY

- a. The following conditions will apply unless specified otherwise in the quotation.
- b. Subject to the due and proper compliance with our installation, operating and maintenance instructions we warrant that we will replace or repair, out our option, free of charge any part or parts of goods manufactured by us and proved to be defective within 90 (ninety) days of dispatch by us owing to faulty workmanship or materials, provided that we are notified in writing of the alleged defect within 30 (thirty) days of the discovery of the same and the goods are returned to us carriage paid promptly on such discovery with full details such alleged defect. Replace goods become our property. Goods not manufactured by us are guaranteed only to the extent of any guarantee given to us by the actual manufacturers.
- c. This warranty applies when the defective goods are delivered to our premises for repair. In the event of the repair being conducted at the customer's request, on the customer's premises, the customer shall bear all traveling expenses incurred by the members of staff required to complete the warranty repair.
- d. Our obligations in respect of defective goods set out above are exclusively and expressly in lieu of all other terms, warranties or conditions of merchantability and fitness for a particular purpose, all of which terms, warranties and conditions are hereby excluded.
- e. All liability for consequential loss or damage in respect of defective goods or late delivery or failure to deliver and all liability for damage or loss caused by the negligence or other act of default of us, our employees or agents is also expressly excluded.
- f. Where repairs are affected, the original guarantee will remain in force.
- g. If due to inadequate room preparation or other failure for which the seller is not responsible, on arrival at the customer's premises our engineer is unable to install and commission the material ordered, a charge may be made for the engineer's time.

## 17 CLAIMS

- a. Claims in respect of the shortages or goods wrongly delivered will only be considered in respect of goods conveyed by independent carriers provided we have received written notification within 10 (ten) days of the delivery of such goods.

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a. No claim in respect of damages, breakages or loss in transit will be considered unless such goods were conveyed in our own vehicles. We are however prepared to provide reasonable assistance to the customers making claims against third parties provided that:

i. All goods are signed for on the carrier's documents as 'not examined'. The goods should be unpacked at once and any damage, breakage or loss should be notified in writing to the carrier and to us within 10 (ten) days of delivery.

ii. In the event of shortages or non-delivery both the carriers and ourselves have been notified in writing within 14 (fourteen) days of the date of receipt of the documents giving advice of dispatch.

## 18 HANDLING AND USE OF OUR PRODUCTS

Chemicals can cause injury in many often-unexpected ways and we recommend strongly that they should be handled and used only by suitably trained personnel. Our product labels indicate the principal hazards of many chemicals but these are not exhaustive and customers should give individual consideration to their purchases and the way they are handled and used. We accept no liability whatsoever for the loss, damage or injury caused by or arising from the use of handling of products supplied by us or any cause whatsoever.

## 19 DANGEROUS GOODS

Diethyl Ether Mineral Acids Carbon Disulphide Phosphorus Sodium and other goods that are considered dangerous or to which statutory provisions and regulations apply, will only be forwarded in strict conformity with the regulations applicable to the carrier. The customer will be advised beforehand of these regulations in case the goods to be carried for him fall within this classification.

## 20 POISONS

Orders for substances mentioned in the Pharmacy and Poisons Act or in any regulations rules or provisions made there under or in any Schedule to any of the same must be signed by the purchaser stating his name (in full) and address, his trade, business of profession and the purposes for which the articles are required.

## 21 DEFAULT

If the customer shall make default in or commit a breach of the agreement or of any of his obligations to us or if any distraint or execution shall be levied upon the customer's property or assets or if the customer shall make or offer to make any arrangement of composition with his creditors or commit any act of insolvency or if any petition on receiving order in insolvency shall be presented or made against him or if the customer is a limited company any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed we shall have the right forthwith to terminate any agreement then subsisting and upon written notice of such termination being posted to the customer's last known address in South Africa any subsisting agreement shall be deemed to have been terminated without prejudice to any claim or right we may otherwise make or exercise.

## 22 CURRENCY FLUCTUATIONS

Fluctuations in the parity of any currency or currencies that affect the price to us or to the customer in the case of imported goods, irrespective of quoted prices, will be for the account of the customer, except where specifically excluded in the main body of the quotation.

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## 23 RE-INSTALLATION OF GOODS AT NEW SITE

- a. Purchaser will be charged full rates for all engineering item involved whether equipment is under warranty or not.
- b. In instances where the operator trained by the installation engineer leaves the services of the Purchaser, or for any other reason, additional training to other operators will be charged in full.