

Terms and Conditions of Sale



The under mentioned terms and conditions shall apply in respect of all sales by Deebbar of goods supplied to purchasers thereof from time to time.

Quotation & Orders

1. Unless accepted before lapse or withdrawal, or renewed in writing by Deebbar, price quotations shall lapse automatically after 30 Days.
2. Quotations are for information only and are not firm orders. There shall be no binding contract until Deebbar has accepted the Buyer's order by executing the Contract or accepting the Contract and these Conditions including by electronic means as allowed by Deebbar.
3. **Prices** - unless otherwise stated in the quotation, prices for the goods shall be ex-works and shall be exclusive of any taxes, foreign import/export duties, packing, carriage, insurance and any other costs, all of which shall be subject to additional charges.

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 Deebbar'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 Deebbar'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 Deebbar.
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 Deebbar until full payment has been received.

Liability for loss and damage.

1. Deebbar 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, Deebbar will plan and allocate its technicians and workforce accordingly. Should Deebbar's Installation team not be able to perform their duties as a result of the client not giving Deebbar'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 R7.50/km as well as the employee/s charge out rate.

Returned goods.

1. Permission must be obtained by Deebbar before any standard production items are returned, quoting Deebbar'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 are-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.

Standard Equipment Warranty

Deebbar (PTY) Ltd warrants that all Deebbar manufactured equipment will be free of any defect in materials or workmanship for the period of (6) months.

Warranty begins from the date of shipment from Deebbar facilities.

The warranty is extended to customers and applies to all Deebbar manufactured equipment, provided it is used for the purpose for which such equipment was originally designed.

The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, incorrect voltage applied, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than Deebar or an authorized third-party service provider.

Equipment Warranty Exclusions

Deebar does not warrant or guarantee, and is not responsible for:
Defects, failures, damages or performance limitations caused in whole or in part by:

- 1.1 Power failures, surges, fires, floods, lightning, excessive heat or highly corrosive environments, accidents, actions of third parties, or other events outside of Deebar's control, or
- 1.2 Customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the equipment.
2. Alterations and/or Modifications to any part of Deebar's product, without Deebar's written authorisation unconditionally VOIDS the Deebar Standard Warranty. Equipment built to customer's specifications that are later found not to meet customer's needs or expectations.
3. The performance of the equipment when used in combination with equipment not purchased, specified, or approved by Deebar.

Additional Warranty Notes

1. OEM or third-party equipment that is incorporated into Deebar equipment is covered under the applicable Deebar Standard Equipment Warranty unless the OEM or Third-Party equipment carries its own limited warranty, in which event the OEM or third-party warranty will apply to such equipment incorporated into Deebar equipment. For example and not limitation, PCs, LCDs, PLCs, motors and drives are OEM products that have a limited 6 month manufacturer's warranty.
2. Items Sold As Resale. Items sold as resale are such items that are not manufactured by Deebar but may be utilized in conjunction with or independently of Deebar manufactured equipment (such as computers, printers and network adapters) and shall be covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items.
3. The Deebar Warranty applies to the original purchaser, and is not transferrable.

Entire agreement.

The Terms and Conditions herein constitute the entire agreement between the Purchaser acknowledged that no representations have been made by Deebar 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.