

TERMS AND CONDITIONS OF SALE

Should a customer be desirous of obtaining credit facilities it will be required to complete an application in respect of the same ("**Credit Application**"). If the customer is granted a credit facility, then the terms of sale that are attached to the Credit Application shall apply in respect of all Synchron Goods purchased by the customer pursuant to that facility.

In the absence of such a credit facility, the terms of sale below will apply to any Synchron Goods purchased by its customers.

A Credit Application is available on request.

1. Trading Terms

- 1.1 Unless otherwise agreed by Synchron in writing, all invoices from Synchron are payable upfront and prior to the delivery of the Synchron Goods in question.
- 1.2 Where applicable, early settlement discounts may be negotiated on a case by case but are subject to change after the expiry of 30 days from Synchron providing the customer in question with written notice to such effect.
- 1.3 Interest at the maximum rate permitted by law will be charged on all amounts not paid within 30 days of invoice.
- 1.4 Synchron shall have the right to suspend any deliveries if any amount due and owing by the customer has not been paid.

2. Warranty, Liability and Disclaimer

- 2.1 All products sold by Synchron ("**Synchron Goods**") are produced under controlled quality standards and are warranted to be free from defect in material and workmanship. Any material shown to our satisfaction to be defective within 30 days of delivery, will be replaced without charge. SYNCHRON'S LIABILITY TO THE CUSTOMER SHALL IN ALL CIRCUMSTANCES, HOWSOEVER ARISING, BE LIMITED TO THE REPLACEMENT OF THE SYNCHRON GOODS SOLD BY IT TO THE CUSTOMER.
- 2.2 TO THE MAXIMUM EXTENT PERMITTED IN LAW, SYNCHRON, AS WELL AS ITS DIRECTORS, EMPLOYEES, AGENTS AND OTHER AUTHORISED REPRESENTATIVES (HEREINAFTER REFERRED TO AS "SYNCHRON REPRESENTATIVES") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MAY ARISE (DIRECTLY OR INDIRECTLY) FROM OR AS A RESULT OF:
 - 2.2.1 ANY DEFECTS IN AND TO THE SYNCHRON GOODS;
 - 2.2.2 THE INSTALLATION BY SYNCHRON OF THE SYNCHRON GOODS;
 - 2.2.3 THE USE OR HANDLING OF THE SYNCHRON GOODS BY THE CUSTOMER OR ANY THIRD-PARTY; AND/OR
 - 2.2.4 ANY OTHER CAUSE, EVENT OR CIRCUMSTANCE WHATSOEVER INVOLVING OR PERTAINING TO THE SYNCHRON GOODS OR THE USE, INSTALLATION OR HANDLING THEREOF.
- 2.3 TO THE MAXIMUM EXTENT PERMITTED IN LAW, THE CUSTOMER HEREBY INDEMNIFIES SYNCHRON (AS WELL AS EACH OF THE SYNCHRON REPRESENTATIVES) ("THE INDEMNIFIED PARTIES") AND HOLDS EACH OF THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY LOSS, DAMAGES (OF ANY NATURE WHATSOEVER), CLAIM, PENALTY, COST (INCLUDING REASONABLE LEGAL FEES) OR EXPENSE WHICH MAY ARISE OR RESULT FROM (EITHER DIRECTLY OR INDIRECTLY):
 - 2.3.1 ANY DEFECTS IN AND TO THE SYNCHRON GOODS;
 - 2.3.2 THE INSTALLATION BY SYNCHRON OF THE SYNCHRON GOODS;

2.3.3 THE USE OR HANDLING OF THE SYNCHRON GOODS BY THE CUSTOMER OR ANY THIRD-PARTY;
AND/OR

2.3.4 ANY OTHER CAUSE, EVENT OR CIRCUMSTANCE WHATSOEVER INVOLVING OR PERTAINING TO
THE SYNCHRON GOODS OR THE USE, INSTALLATION OR HANDLING THEREOF.

2.4 All recommendations, information and descriptive literature concerning any of the Synchron Goods is based upon the research and experience of Synchron and/or the Synchron Representatives and is imparted to the customer in good faith. Any such representations or statements shall not, however, be binding on Synchron nor shall the same constitute any warranty or guarantee in respect of any of Synchron's Goods or the use thereof.

2.5 All Synchron Goods are sold on the understanding that the customer will independently determine the suitability of the material in question for the purpose for which it is purchased.

2.6 No Synchron Representative is authorised to give any guarantee or warranty or to make any representation in addition, or contrary, to the foregoing and any such guarantee, warranty or representation shall not be binding upon Synchron.

3. Storage

The Synchron Goods are not to be stored under extreme conditions. Roll or sheets should be stored in original cartons or packaging. For best results, store at normal condition (20 C/50% RH) and rotate stock so as that the oldest material is used first and within one year of purchase.

4. Return of Goods

4.1 All of the Synchron Goods sold are as non-returnable except where defects in the materials and/or workmanship exist in respect of the same.

4.2 Where a visible defect in the Synchron Goods exists, claims for product returns must be made within 30 days after receipt by the customer of the Synchron Goods in question. Where a defect in the Synchron Goods exists which the customer could not reasonably have been expected to identify upon a diligent visual inspection of the same (i.e. a latent defect), claims for product returns must be made within 7 days after the customer became aware of the latent defect in question. All claims for product returns (whether for visible or latent defects) must be made within 90 days after receipt by the customer of the Synchron Goods in question.

4.3 Synchron reserves the right to verify the existence of any defect claimed by the customer in relation to the Synchron Goods and no returns shall be accepted without the authorization of an authorised Synchron representative.

5. Prices

5.1 All quoted prices in respect of Synchron Goods or Services are subject to alteration without notice until such time as Synchron has accepted the same in accordance with clause 6.

5.2 All prices are quoted exclusive of VAT.

5.3 Notwithstanding clause 5.1, if prior to the delivery or dispatch of the Synchron Goods there is: (i) any increase for whatsoever reason in Synchron's cost of the materials or components in respect of the Synchron Goods in question; or (ii) in the statutory labour charges payable by Synchron, the price of the Synchron Goods in question may be increased proportionately and the customer undertakes to pay such increased price. The amount of any such increase shall be certified by Synchron's financial manager (or any person performing a similar function for Synchron) and such certificate shall be final and binding upon the customer.

6. Acceptance

6.1 All orders for Synchron Goods (including the delivery or installation thereof) placed by the customer with Synchron shall be in writing and capable of acceptance by Synchron (again in writing) within 15 days of the same having been placed ("**the Acceptance Period**").

6.2 The customer shall not, without Synchron's prior written consent, be permitted to withdraw or amend an order within the Acceptance period.

6.3 Should Synchron not accept an order within the Acceptance Period, the same shall be deemed to have been rejected by it.

6.4 Orders placed by the customer on Synchron shall only be binding on Synchron upon its written acceptance of the same. Once an order has been accepted by Synchron in writing the same shall constitute a valid and binding agreement between Synchron and the customer in respect of the Synchron Goods concerned, which agreement shall be governed by and be subject to, inter alia, these terms.

7. Delivery

7.1 Delivery of the Synchron Goods shall be deemed to be effected:

7.1.1 in the case of goods dispatched by rail, ship or road carrier, upon delivery thereof to such carrier; or

7.1.2 in case of goods conveyed by the customer's own mode of transport, upon handing over such goods to the customer's agent or employee; or

7.1.3 in the case of goods to be installed by Synchron's personnel, upon tendering the goods for installation and /or delivery.

7.2 Each order placed by the customer shall set-out the customers preferred method of delivery.

7.3 Whilst every effort will be made to deliver and /or dispatch the Synchron Goods within the time frame specified on the relevant order form, Synchron does not guarantee the delivery and /or dispatch of the Synchron Goods on any specific date and shall not be liable for any damages or failure to effect delivery/ dispatch timeously for any reason whatsoever.

7.4 Unless otherwise agreed between Synchron and the customer in writing:

7.4.1 delivery shall be free on rail at Synchron's factory or depots;

7.4.2 Transnet, the South African Post Office or any other carrier agreed between the parties in writing shall be deemed to be the agent for the customer; and

7.4.3 if the Synchron Goods are not sent 'railage to pay' or by local delivery, Synchron shall be entitled to recover the cost of delivery from the customer.

8. Ownership and re-sale

8.1 Ownership in respect of Synchron Goods purchased by the customer shall not pass to the customer until the purchase price owing to Synchron in respect thereof has been settled in full.

8.2 Notwithstanding clause 8.1, all risk in and to the Synchron Goods purchased by the customer shall pass to the customer upon delivery thereof to the customer or its agent.

8.3 The customer acknowledges and agrees that it shall not be permitted to re-sell, lease, donate or otherwise hand over possession of any Synchron Goods to any third party, unless (and on each such occasion) it has first obtained Synchron's express prior written consent to do so.

9. Suretyships (see para.8. Credit Application Form)

9.1 The partners, directors, members or owners of the customer ("**Sureties**") will be required to act as sureties and co-principal debtors for and on behalf of the customer whenever the customer is granted a credit facility by Synchron.

9.2 In addition to providing the suretyship contemplated in paragraph 8 of the Credit Application, the Sureties and the customer agree to provide Synchron with such additional security as Synchron may reasonably require from time to time and to sign all relevant documentation in this regard.

10. Personal Information

10.1 Any personal information submitted by the customer to Synchron shall be used solely in accordance with the Protection of Personal Information Act 4 of 2013 and Synchron's privacy policy (a copy of which can be found at [\[insert link\]](#)).

10.2 For any questions or clarifications regarding the processing of the customer's personal information, the customer may contact Synchron by emailing [insert address] or phoning the following number [insert].

11. General

11.1 No relaxation which Synchron may give at any time in regard to the carrying out of any customer's obligations in terms hereof shall prejudice or be a waiver of Synchron's rights in terms hereof.

11.2 These terms and any agreement concluded between Synchron and the customer shall be governed by, and interpreted in accordance with, the laws of the Republic of South Africa.

11.3 This document, together with any accepted order (where applicable), constitutes the entire agreement between Synchron and the customer in relation to the subject matter hereof and no other warranty or undertaking is valid, unless contained in these documents.

11.4 In the event of a conflict between:

11.4.1 any provision of these terms and the provisions of the Credit Application, the provisions of the Credit Application shall prevail; and

11.4.2 any provision of these terms and any confirmed order, the provisions of these terms shall prevail.

11.5 No amended, additional or different terms and conditions that the customer may seek to attach to these terms will be valid and if any orders are submitted by any customer on stationery which contains the customer's standard terms and conditions of purchase, the Customer's said terms and conditions will not apply, irrespective of the date of the order.

11.6 These terms and conditions may be varied at the discretion of Synchron from time to time and the changes will take effect 7 days from the earlier of: (i) the date upon which written notice is provided to the customer to that effect; or (ii) the varied terms or new terms being uploaded onto Synchron's website.

11.7 Each and every provision of these terms shall be deemed to be separate and severable from the remaining provisions. If any of the provisions of these terms should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in these terms shall not in any way be affected or impaired.