



☎ 010 446 3888

✉ sales@dynamicscsc.co.za

🌐 www.dynamicsteelcoaters.co.za

🏠 59 Seventh Avenue, Alberton North, 1450

These General Purchase Order Terms and Conditions contained herein apply to all transactions between the Customer and the Supplier

1. Definitions & Interpretations:

- **The “Supplier”** means Dynamic Steel Coaters (Pty) Ltd, or any of its subsidiaries or designee/s, alternatively the party named as seller, supplier, vendor, authorized representative of supplier, contractor of supplier, including an agent and carrier of the supplier in the Purchase Order or is otherwise identified as the party to provide Products to the supplier;
- **The “Customer”** means the person and/or company making use of the products of the Supplier, or any authorized representative of such customer, who is bound by the terms and obligations as Customer under this agreement.
- **The “Products”** means the goods and/or services covered by the Purchase Order, which term includes both goods and services unless the context clearly indicates otherwise, and, as to goods, includes all parts, portions, items, attachments, repairs, replacements and substitutions thereof. The two categories of products can be differentiated between **Powdercoating Products** and **Thermoplastic Coating Products (also referred to as Thermo+ Powder)** and each category are subject to its own terms and conditions in respect of quality and performance thereof, as referred to in clause 5 hereof.
- **“Suppliers documents”** means the accepted Quotation, approved Purchase Order, Invoice and Delivery note between the Supplier and the Customer, which shall be submitted and available to the Supplier to process payment.
- **“Manufacturer”** means Dynamic Steel Coaters (Pty) Ltd, the manufacturers of **Thermoplastic Coating Products** and its authorized representative/s.
- Any document or annexure referred to in these terms and conditions shall be deemed to form part hereof and be incorporated herein by reference.
- A reference to a party shall hereto includes the party's successors and permitted agents.
- The headings of each clause are merely for reference purposes and shall not affect the interpretation of any provision of which they relate to.
- These terms and conditions may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

2. Requesting Quotations & Issuing of Purchase Orders

- All requests for quotations must be in writing and the approved purchase order is the final, complete, and conclusive agreement between the Customer and Supplier with respect to the Products and no modification or addition to the purchase order shall be effective unless in writing and signed by an authorized representative of the Supplier.
- All orders shall have a unique purchase order number as reference, which must be indicated on all the Suppliers documents for processing.

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- The correct order quantity should be indicated on all Supplier documents. Should there appear to be any discrepancy or ambiguity in description or quantities in a purchase order, the onus is on the Customer to indicate if separate items are a unit or more than one, to prevent incorrect invoicing.
- The specific colour and product category (**Powdercoating or Thermoplastic Coating Products**) must be indicated on all Supplier documents.
- A minimum order amount of R2000,00 excluding VAT is applicable for once-off customers.

3. Payment Terms

- Prices quoted are per unit, exclude VAT and are payable in South African currency. Prices may not increase unless a new purchase order is approved.
- Unless **a Credit Application** has been completed by the Customer and approved by the Supplier, payment terms are COD (cash on delivery) and no goods are allowed to leave the supplier's premises without full and final payment being made for the goods.
- Payment for COD clients shall be made by EFT (electronic funds transfer) and must reflect in the Supplier's bank account before goods will be released.
- Unless otherwise agreed in writing, all Invoices (except COC clients) are payable within 30 (thirty) days from date of statement and failure to make any payment on due date shall render the full amount owing, to be payable immediately, together with interest at the maximum rate permissible in law on all overdue amounts.
- The Supplier reserves the right to unilaterally rescind the Customer's payment facilities, and to request that the Customer pay in advance of delivery, or provide adequate security for payment of the purchase price.
- Invoices shall comply with the requirements of a tax invoice issued in terms of Section 20 of the *Value Added Tax Act 89 of 1991*, as amended, which invoice clearly states the purchase order number.
- All prices are excluded of packaging, engineering, transportation and insurance unless otherwise agreed. All payments are subject to adjustment for shortage or rejection of products.
- All queries relating to price, quantity and quality must be raised in writing by the Customer within 24 (twenty-four) hours of delivery, failing which such query will not be entertained.
- The Supplier and the Customer are both entitled to audit and verify the Supplier's documents in order to resolve any dispute relating to discrepancies. In the event that the Supplier has overcharged the Customer, the Supplier shall refund the Customer within a reasonable period, supported by proof of the necessary discrepancy.

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4. Acceptance of goods and delivery

- Unless otherwise stated, delivery of goods shall be at the Suppliers premises and the delivery address shall be indicated on all Suppliers documents.
- Products will be released to the Customer or its designee/s or delivered to the Customer's designated carrier (who shall be deemed to be the Customer's agent) at the Supplier's premises, properly packed, marked and loaded in accordance with the requests of the Customer, if applicable.
- The risk in and to the products purchased shall pass to the Customer on delivery thereof. However, notwithstanding delivery, ownership of the products shall remain vested in the Supplier and shall not pass to the Customer until payment of the full purchase price has been made.
- The Customer shall comply for the guarantee requirements of the Manufacturer on delivery and the signed delivery note shall be *prima facie* proof the goods were delivered in good order. Liability to repair and/or replace non-conforming products are subject to the guarantee requirements of the Manufacturer, at an additional cost of the Customer.
- Delivery dates might vary according to manufacturing and other conditions e.g. the Supplier having sufficient stock of materials available and the Supplier shall use its best efforts to fulfil the Customer's orders timeously.
- The Supplier shall, when it has reason to believe that deliveries will not be made as scheduled, provide notice to Customer, setting forth the cause of such anticipated delay and an expeditious recovery plan for Products that may not be delivered as scheduled.
- All delivery dates are estimates only in the absence of an express agreement to the contrary. Delay in delivery of any materials ordered shall not relieve the Customer of its obligations to accept such shipment and/or delivery or any other shipment/delivery.
- Should the Customer fail to collect the goods within 21 (twenty-one) working days from when the Supplier has informed him/her that the goods are ready, then the Supplier shall be entitled to dispose of or sell such goods in order to recoup losses or free up factory space.
- All works, such as assembly, fasten and cutting of the material, must be done by the Customer, and is not the responsibility of the Supplier.

5. Warranties & Indemnification

Powdercoating Products:

- The Supplier does not give any warranty pertaining to these products as per the Purchase Order, except as referred to in the warranty terms and conditions applicable to these category products attached hereto as **Annexure "A"**.

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Thermoplastic Coating Products (also referred to as Thermo+ Powder):

- The Supplier does not give any warranty pertaining to these products as per the Purchase Order, however, a manufacturer guarantee pertaining to this category of products can be applied for and is subject to the terms and conditions attached hereto as **Annexure "B"**.
- Injuries, Death & Property Damages: The Customer shall indemnify, defend and hold harmless the Supplier, its affiliates, other customers and other third parties to which Products are provided, and indemnifies each of its shareholders, members, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, suits, judgments, settlements, litigation and other costs, fees, charges, expenses, penalties, direct, incidental, consequential and other damages, attorneys' fees and all other losses, liabilities and obligations whatsoever ("Losses") arising out of or relating to personal injuries, illness or death of any person, damage to any real or personal property or any spill, discharge or emission of hazardous wastes or substances, alleged to have resulted, in whole or in part, from: (a) any manufacturing, materials, design or other defect, failure to warn, improper handling, improper operating or improper installation instructions with respect to any of the Products, (b) the performance by the Supplier or any of the Supplier's employees, agents or subcontractors of any services, whether on the property of the Customer, Supplier or any third party or (c) any other act or omission of the Supplier or any of the Supplier's employees, agents or subcontractors.

6. Cancellation & Non-performance

- In addition to any other rights of the Supplier to enforce specific performance or cancel the Purchase Order under these Terms and Conditions or applicable law and claim damages, the Supplier reserves the right, to cancel or terminate any or all undelivered portion of the Purchase Order in the event of breach by the Customer.
- Cancellation of a Purchase Order by the Customer may be subject to a minimum penalty charge of 20% by the Supplier for costs that were incurred, including but not limited to the preparation, storage or handling of the products ear-marked for consumption by the Customer. The release of the goods may be withheld by the Supplier until this charge has been paid by the Customer.
- *Force Majeure*: Except as otherwise provided herein, the Supplier shall not be liable for monetary damages for a reasonable delay or default in furnishing Products hereunder and shall not be liable for failure to perform any of its obligations hereunder, to the extent due to fire, flood, storm, other natural disaster, national emergency or war ("Event"), but not including delays or defaults due to labor problems, inability to obtain financing, increases in the cost of raw materials or energy and negligence, provided that the affected party has given the other written notice of such occurrence within five (5) days of becoming aware of same. Such notice shall describe the Event causing the delay or default, the expected duration, remediation plans and plans for the supply or purchasing of Products during such event.

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7. Intellectual Property rights and confidentiality undertaking

- The parties agree to treat as strictly confidential the operations, business and affairs of each other as the owner thereof and not to divulge any information relating thereto to any third party, agent or employee without the prior written consent of the owner of such information or intellectual property, save as is required by law.
- All works of authorship, including without limitation, technical data related to the Products, design documents and drawings, software, computer programs and databases, and all enhancements, modifications and updates thereof and all written work products or materials which are created in the course of performing the purchase order are the sole property of the Supplier.
- Any information or knowledge which any of the parties may have disclosed or may hereafter disclose to each other in connection with the Products or the purchase order shall be deemed confidential and proprietary information of such disclosing party and shall not be disclosed by the receiving party to any third party without the prior written consent of an authorized representative of the disclosing party. The disclosing party retains ownership of all proprietary rights in any information disclosed in connection with the Products or the purchase order.
- The parties confirm that the necessary right, title and interest in their respective intellectual property rights shall remain confidential in perpetuity and in such confidentiality undertaking shall apply to all employees and contractors to protect such intellectual property for the benefit of the owner thereof.
- The defaulting party under this clause shall be liable for all direct, incidental, consequential and other damages, losses, costs, charges and expenses incurred by the other party resulting from the violation of intellectual property rights and breach of the confidentiality undertaking.

8. General

- This document and its annexures referred to, constitutes the entire terms and conditions of sale between the Supplier and the Customer and any variation to these terms and conditions must be in writing and signed by the authorised parties of both the Supplier and the Customer. These terms and conditions shall be subject to and interpreted so as to comply with all applicable law. If any provision or portion of any provision, is declared or found to be unenforceable under applicable law, such provision shall, if possible, be interpreted in a manner so as to be enforceable to the greatest extent possible under applicable law. The remaining terms and conditions shall be interpreted as if the unenforceable provision or portion was interpreted according to the preceding sentence or, if such interpretation is not possible under applicable law, as if the unenforceable provision or portion had never been a part hereof. In no event shall these conditions be invalid due to an unenforceable provision or portion of a provision thereof.
- No delay by the Supplier in the enforcement of any provision of the purchase order shall constitute a waiver thereof, and no waiver given on one occasion shall constitute a waiver on any other occasion or of any other provision.

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- The parties hereby consent to and subject themselves to the jurisdiction of any Magistrate's Court, in terms of section 45(1) of the Magistrates' Courts Act 32 of 1944, as amended, in respect of any legal proceedings, directly or indirectly, pertaining to this agreement and/or its interpretation and/or its implementation and/or cancellation and/or otherwise. This does not prevent the parties from instituting binding legal proceedings in a High Court of competent jurisdiction.
- In the event of a dispute, the party declaring the dispute shall first conduct an audit and abatement of account to ensure that no discrepancies are the cause of the dispute. Should the dispute not be resolved within a reasonable time after the said audit, the parties shall refer the matter to mediation or arbitration which terms shall be agreed upon and which result shall be final and binding. This does not exclude the parties to institute action or application in a competent court of jurisdiction to obtain the necessary relief.
- *Domicilium* & notices: The Customer chooses its address and e-mail address as set forth in the purchase order as the address at which he/she/it will receive service of all notices and process in terms hereof. The Supplier chooses its physical address and e-mail address as the address where it will accept service of all notices and process from the Customer. Any changes to the parties domicilium address are to be immediately communicated to the other party.
- I/we have read and understand the abovementioned terms and conditions and agree to be bound by it unconditionally.

	DATE	SIGNATURE
THE SUPPLIER		
THE CUSTOMER		

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