



NORTECH
INTERNATIONAL

SALE AGREEMENT

INTRODUCTION

Entering the Agreement:

Before you will be able to purchase any items listed or contained on this website you will need to subscribe and register as site user. This agreement of sale shall be binding and enforceable in terms of the Electronic and Communications Act 25 of 2002.

Before accepting the terms and conditions of this agreement you Warrant that:

- All personal Information provided by you on the registration form is true, correct and up to date.

In the event that the user is a juristic person, additional information such as, but not limited to, a certificate of commencement of business, memorandum of incorporation and public liability insurance certificates may be requested.

In the event that the Purchaser is a juristic person you warrant that:

- The juristic person as a separate legal entity has the legal capacity to buy, own or sell property. Entering into this agreement does not violate the constitution of the juristic person.
- The person(s) that accessed this web site has been duly authorized to enter into this agreement on behalf of the juristic person.

PRICE

The purchase price(s) of the goods as detailed in any invoice is strictly net and shall not be subject to any discount whatsoever, unless otherwise stated in writing.

- The price will be reflected in South African Rands or American Dollars depending on the currency option that is selected by the customer;
- International prices are ex-factory prices and are exclusive of Value Added Tax (VAT);
- The total order price for international purchases will include shipping/delivery charges but exclude VAT.
- All south African purchases will be subject to Value Added Tax;
- The Value Added Tax for South African purchases will be reflected in the total order price together with shipping/delivery charges;
- All prices are subject to alteration;
- In the event that a price alteration takes place Nortech will notify the customer of the alteration in writing
- the prices applicable to the contract shall be the ruling price(s) per item on the date that Nortech confirms receipt of the placement of the order;
- All prices are based on circumstances prevailing the date on which the contract is concluded and any price changes occurring between the date of the contract and the date of delivery brought about by legislation, the imposition of taxes, levies or other charges shall be for the account of the customer.

In the event of any order being given to Nortech on the customers' official user account, the customer shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised to do so.

Nortechs' rights to suspend, refuse service, cancel orders or termination of the agreement as a whole remain strictly reserved should Nortech in its sole discretion become aware of the fact that the customer does not comply with the aforementioned provisions or the remaining provisions contained in this agreement.

This information collected to for the placement of a purchase order will be used in accordance with the terms listed in our Privacy Policy.

PRODUCT AVAILABILITY

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched as soon as proof of payment has been received and processed.

Should the product not be in stock please allow 60 working days plus freight transit time. This will allow for manufacturing and delivery of the goods.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Nortech International will contact you via email and provide a revised shipping schedule.

PAYMENT

International Customers: Nortech only accepts MasterCard and Visa credit card payments for international orders.

In the event of an international credit card purchase the administration fees associated with the processing of the exchange rate will be for the account holder.

Payment shall not be set off against or withheld on account of any counterclaims of the customer unless same is acknowledged by Nortech in writing.

Local Customers: Nortech shall accept electronic fund transfers (EFT) transactions or credit card payments only.

All bank charges associated with the purchase of the goods shall be for the customer's account.

All payments made to Nortech shall be made to the following bank account:

Bank: **First National Bank Midlands Mail**

Account Name: **Nortech International (Pty) Ltd**

Account Number: **62002374213**

Branch Code: **257355**

Swift Address: **FIRZAJJ**

Ref: **(Your unique order number that is processed on check out)**

Payment may only be made to Nortech in the currency in which the customer is invoiced.

PAYMENT TERMS & RESERVATION OF OWNERSHIP

Payment terms shall be by way of Electronic Fund Transfer, MasterCard or Visa Card in advance of shipment.

All goods sold by Nortech shall remain the sole property of Nortech until any and all payments so due by the customer have been cleared and received for the goods ordered. No product will be shipped or delivered prior to receiving payment in full.

RISK

Notwithstanding any retention of ownership by Nortech, all risk in and to the products shall pass to the customer as upon the shipment of the goods in accordance with the conditions contained in the Shipment Policy.

In the event of the goods being delivered by Nortech to any third party on the instructions of the customer, the customer shall be deemed to have agreed that a signature on behalf of the third party on Nortech's delivery note shall constitute a valid receipt by the customer for the goods.

GOVERNING LAWS

Nortech's registered Head Office is situated in the Republic of South Africa. To this end it should be noted that the information contained on this website has been prepared in accordance with the laws of the Republic of South Africa. Nortech cannot warrant that it complies with the laws of foreign countries. It is therefore your responsibility as the website user to ensure that you comply with the laws of the country from which you access this site. By checking the tick box which reads "I confirm that I have read, acknowledged and understand the Terms and Conditions of the use of this website" a legally binding agreement is entered into between yourself and Nortech International as regulated by the Electronic Communications Act 25 of 2002 .

ENTIRE AGREEMENT

These conditions constitute the whole and entire agreement between the parties. Any previous conditions or agreements in conflict with the provision herein contained are hereby cancelled and there are no agreements, representations or warranties between them other than those specifically set forth herein.

No indulgences on the part of any party in exercising any rights conferred upon such party in terms of these conditions shall constitute a waiver of such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other rights under these conditions.

No variation or modification of these conditions shall be of any force or effect unless the same shall be confirmed, in writing, and signed by both parties, and then such variation or modification shall be effective only in the specific instance, and for the purpose and to the extent for which it was made or given.