

# Sales, delivery and payment conditions

VEGA Instruments Pty. Ltd.

## 1. QUOTATIONS:

- 1.1 Any quotation given is not an offer by VEGA to sell or repair or service the goods but constitutes an invitation by VEGA to the APPLICANT to do business with VEGA.
- 1.2 VEGA may accept or reject in whole or in part any order placed upon it by the APPLICANT pursuant to the quotation. Accordingly, a contract shall only come into force between VEGA and the APPLICANT if after receipt by VEGA of the APPLICANT'S order or acceptance of the quotation, VEGA confirms to the APPLICANT that such a contract has been concluded or if VEGA supplies, or tenders to supply, the goods in question to the APPLICANT.
- 1.3 The quotation is based on rates of exchange, freight charges, insurance, railage, costs of labour and materials and other charges ruling at the date of the quotation. Any variation occurring subsequent to the date of the quotation in any of the aforesaid rates or charges, as the case may be, shall entitle VEGA to vary the amount of the quotation accordingly.

## 2. PLACING ORDERS:

- 2.1 If telephone orders are placed by the APPLICANT, VEGA may require such orders to be confirmed in writing by the APPLICANT, prior to acceptance by VEGA. VEGA will not be responsible for any errors or misunderstandings occasioned by the APPLICANT'S failure to record the order in writing.
- 2.2 An order may not be withdrawn until accepted or rejected by VEGA. Any such order shall upon acceptance thereof by VEGA be irrevocable by the APPLICANT.
- 2.3 The APPLICANT shall provide VEGA with an order / reference number / details when placing an order.
- 2.4 All goods not collected within 4 (four) days of placing the order will automatically be credited back into the VEGA'S goods system.

## 3. PAYMENTS:

- 3.1 All payments must be made directly into VEGA'S bank account, which will be confirmed to the APPLICANT, when credit facility is approved.
- 3.2 VEGA does not appoint any Post Office as its agent for payments by post. All payments shall be made to VEGA'S place of business, from where the goods were ordered. In the event of any payments being mislaid or lost in the post, The APPLICANT shall still be liable to VEGA for payment. Similarly, an electronic payment by the APPLICANT is not to be construed as a cash purchase. Same shall only be considered a payment, duly received by VEGA, when the amount has reflected in the APPLICANT is not to be construed as a cash purchase. Same shall only be considered a payment, duly received by VEGA, when the amount has reflected in VEGA'S banking account.
- 3.3 A certificate signed by the credit manager or director of VEGA reflecting the amount owing by the APPLICANT to VEGA in respect of the credit facilities granted to the APPLICANT in terms hereof relating to the APPLICANT'S dealings with VEGA and of the fact that such amount is due, owing and unpaid shall be proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), or application, proof of debt on insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with the APPLICANT to prove that such amount is not owing and / or due and unpaid.
- 3.4 The credit terms granted to the APPLICANT are, unless amended in writing and signed by a director / credit manager of VEGA, 30 (THIRTY) days nett. No fee, charge or interest, as specifically provided for in terms of the National Credit Act, 34 of 2005, shall be charged in the event of the APPLICANT failing to make payment on due date.
- 3.5 In the event of the APPLICANT defaulting in payment of any amount that has become due and owing, which action shall amount to a breach of this agreement, then VEGA shall have the right to enforce the relevant provisions of this agreement, and to declare the whole balance of all amounts owing / outstanding (whether due or not) in terms hereof, to be immediately due, owing and payable, without further notice to the APPLICANT.
- 3.6 Interest shall be payable on any monies due to VEGA after the 30 (THIRTY) days at the maximum interest rate permitted in law and if no maximum amount is permitted in law, at a rate of 10 % (TEN PERCENT) above the prime rate, compounded and calculated from date it falls due.
- 3.7 If the APPLICANT objects to any item on the statement of its account, the APPLICANT must deliver a written notice of that objection to VEGA within 7 (SEVEN) days of his becoming aware thereof, failing which the APPLICANT accepts that such statement is true and correct in all respects.

## 4. DELIVERY:

- 4.1 VEGA shall be entitled in its sole discretion to split the delivery or performance of the Products and / or Services ordered in the quantities and on the dates it decides.
- 4.2 Times given for the delivery of Products or performance of the Services are merely estimates and are not binding on VEGA.
- 4.3 Delivery of the Products to the Customer shall take place at the place of business of VEGA, on proof of payment by the APPLICANT.
- 4.4 If VEGA agrees to engage a third party to transport the Products, VEGA shall do this on behalf of the APPLICANT and is hereby authorised to engage a third party as the authorised agent to the APPLICANT and for the APPLICANT'S account.