

TERMS AND CONDITIONS OF SALE

1. **CONDITIONS OF SALE, QUOTATION AND ORDER CONFIRMATION**
 - 1.1. By the Purchaser accepting the quotation and/or order confirmation or by clicking "I accept the Conditions of Sale" found on the Pepperl+Fuchs (hereinafter "P+F") Website (www.pepperl-fuchs.co.za), for the purchase of goods from P+F, the Purchaser shall be bound by the below mentioned terms and conditions of sale ("the Ts & Cs").
 - 1.2. These Ts & Cs supersede and replace all previous Ts & Cs.
 - 1.3. All quotations, order confirmations and sales are therefore made subject to the following express terms and conditions as contained in these Ts & Cs:
2. **USE OF WEBSITE**
 - 2.1. The following conditions will apply only on sales transactions conducted by the Purchaser through the P+F Website.
 - 2.1.1. The Purchaser will need to register as a user on the Website. Only legal entities or juristic persons may register as users and P+F will only engage with legal entities or juristic persons. When creating an account, the Purchaser must ensure it provides P+F with information that is accurate, complete, and current at all times. Failure to do so will constitute a breach of these Ts & Cs, which may result in immediate termination of the Purchaser's online account.
 - 2.2. The Purchaser is responsible for safeguarding the password that they (or their authorized representative) have selected to access the Website. The Purchaser is responsible and for any and all activities or actions performed under its account, whether your password is stored with P+F or a third-party service. The Purchaser must notify P+F of any breach of security or unauthorised use of its account immediately upon becoming aware of such a breach or unauthorised use of account.
 - 2.3. If the Purchaser is in an area where there is weak or limited connectivity and/or the Purchaser attempts to access the Website whilst being offline, the Website may not function correctly and the Purchaser may not be using the most recent version of the Website. P+F will not be liable for any damages suffered by a Purchaser arising from the use of an outdated version of the Website or from using the Website in an area of weak or limited connectivity.
 - 2.4. P+F's service may contain links to third-party websites or services that are not owned or controlled by P+F, including any third-party credit and debit card payment service. P+F has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. The Purchaser further acknowledges and agrees that P+F shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services
 - 2.5. Cookies Policy: A cookie is a small text file stored by the Purchaser's browser (for instance, Internet Explorer or Chrome) on the Purchaser's computer or mobile device. P+F uses cookies to authenticate returning customers and to prevent fraudulent use of User accounts. Cookies can be disabled in the browser settings, but if a Purchaser disables them, they will not be able to log into the Website.
3. **PRICE**
 - 3.1. The goods forming part of the subject matter of the sale, shall be sold at the prices ruling at the date of delivery to the Purchaser's address, taking into account the rate of exchange prevalent and the terms of P+F's price list current as at that date. Therefore, the quotation and order confirmation price, obtained in person or generated by the Website, may differ from the tax invoice rendered on date of delivery.
4. **PAYMENT TERMS**
 - 4.1. Strictly cash on delivery if the Purchaser does not have an account.
 - 4.2. The purchase price shall be paid directly to P+F at the address appearing on the statement or at such other place as P+F may in writing direct within 30 days of the date of the first invoice reflecting such sale in South Africa, without any deduction, set-off or settlement discount.
 - 4.3. Account holders are required to pay 30 days net monthly.
 - 4.4. All payments must be made free of any deduction or set-off.
5. **INTEREST ON LATE PAYMENT**
 - 5.1. P+F reserves the right to charge interest on all late payments. Such interest will be charged at a rate of 15.5% per annum.
 - 5.2. P+F shall be entitled, at its discretion, to appropriate any payments made towards the reduction of any indebtedness to it and any interest due in respect thereof prior to appropriation.
 - 5.3. A certificate of balance issued by P+F shall constitute prima facie proof of the amount outstanding by the Purchaser to P+F at any time.
 - 5.4. The Purchaser will be liable for all legal expenses, on and Attorney own client scale, incurred by P+F in recovery of any amounts due and outstanding.
6. **RETENTION OF TITLE**
 - 6.1. Notwithstanding prior delivery and the passing of risk, ownership and title to the goods remain vested in P+F until the full purchase price, and any other amounts owing to P+F in respect of the goods or arising from a credit application with P+F have been paid in full.
7. **DAMAGE, PACKING AND INSURANCE**
 - 7.1. P+F do not accept liability for any damage caused to goods whilst in transit.
 - 7.2. Any damage caused in transit must be reported to the carriers and a copy of the report setting out the damage suffered must be provided to P+F within 2 working days of receipt of the goods.
 - 7.3. Any special packaging and insurance will be charged to the Purchaser's account (if applicable).
8. **DELIVERY**
 - 8.1. Any time or date for delivery specified by P+F or the Purchaser in respect of any sale shall be approximate only.
 - 8.2. Should P+F for any reason whatsoever, not be able to effect delivery of any goods on the date stipulated by itself or the Purchaser, the Purchaser shall be obliged to take delivery as and when P+F could conveniently effect such delivery.
 - 8.3. In the event of P+F, for any reason whatsoever, not being able to effect delivery of all the goods, P+F may at its sole discretion, effect delivery of such of the goods as it may then be able to do so and the Purchaser is obliged to accept delivery of such goods notwithstanding partial delivery thereof.
 - 8.4. The Purchaser agrees that its signature or the signature of its employees or any person purporting to represent it on the official delivery note or waybill or the company and/or on the delivery note of any carrier will constitute sufficient proof of delivery of the goods.
 - 8.5. The Purchaser will be liable for any delivery charges and charges related thereto if applicable.
 - 8.6. Any costs that P+F may incur when a Purchaser cancels an order will be for the Purchaser's account. P+F will send the Purchaser an invoice for costs as soon as same has been added up. Such invoice for costs will be payable immediately.

9. DISCREPANCIES
 - 9.1. The Purchaser is obligated to examine the delivered goods immediately after receipt thereto and inform P+F within 48 hours of any discrepancies, short deliveries, defects or faults in respect of the delivered goods.
 - 9.2. Unless the Purchaser gives timeous notice of short delivery, the Purchaser shall be deemed to have received the goods, in good order, as set out in the relevant delivery note.
 - 9.3. Should the Purchaser have any claim whatsoever arising out of the short delivery of goods, the Purchaser shall notify P+F thereof in writing, on delivery of the goods, by endorsing the relevant delivery note accordingly.
10. RETURNS
 - 10.1. All returns are subject to P+F's return policy that will be made available upon request and the Purchaser is required to make itself aware of the policy. Prior to the return of any goods, the Purchaser's intention must be communicated in writing to P+F, and proof of return must be retained.
 - 10.2. Depending on the goods supplied the Purchaser may be requested to complete the P+F Declaration of Contamination form, can be found on the P+F Website or is available on request. Should the Purchaser fail to return the abovementioned form, P+F will not process any such returns.
 - 10.3. P+F reserves the right and has sole discretion to charge the Purchaser a reasonable handling and re-stocking fee for such goods returned. All goods certified for use in explosive hazardous areas once the sealed package has been opened these goods cannot be returned unless it is returned for repairs.
11. VALUE ADDED TAX
 - 11.1. Value added tax shall be applicable at the prevailing rate within the Republic of South Africa on all transactions.
12. NON-VARIATION
 - 12.1. No addition to, variation or consensual cancellation of the Ts & Cs detailed in this document shall be of any force or effect unless uploaded by P+F on their Website or should such variations have been made by the Purchaser, expressly agreed in writing and signed by or on behalf of the parties by an authorised representative. This includes any standard terms which may appear in any other purchaser documents, quotations, order confirmations or other communications relating to the goods and or services supplied by P+F.
13. GUARANTEE
 - 13.1. No agreement, warranty, condition representation, promise, statement or undertaking, whether made before, or after, a sale shall be binding on P+F unless contained herein or confirmed officially in writing under the P+F's signature.
 - 13.2. P+F does not give any warranty against defects, be they patent or latent, nor does P+F give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the goods or of their fitness for any particular purpose, other than any warranty or guarantee that may have been expressly given in writing. P+F shall be deemed to be unaware of the particular purpose for which the goods or any product made there from is required.
 - 13.3. The liability of P+F is limited to the repair or replacement of goods showing defects arising solely from faulty materials and or workmanship. P+F's product guarantee and liability is valid for 1 year from date of dispatch of the goods from P+F's works. All other warranties whether implied by statute or common law or otherwise are hereby expressly excluded. Defective goods returned should be sent, (shipping and packaging paid by the Purchaser) to Pepperl+Fuchs (Pty) Ltd, 8 Eagle Glen Office Park, Koorsboom Avenue, Glen Erasmia, Kempton Park 1619, South Africa.
14. SPECIAL CONDITIONS
 - 14.1. In the event of the Purchaser's order documentation containing special printed conditions, the order for the goods will only be accepted by P+F on the understanding that those conditions are not at variance with the conditions set out herein or, if there is any variance, that such conditions are deemed to have been waived by the Purchaser unless prior written agreement has been received.
15. DATA PROTECTION
 - 15.1. In performing the obligations as set out in these Ts & Cs, the Purchaser hereby consents to transfer its personal information to P+F.
 - 15.2. The Purchaser and P+F shall comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act No. 4 of 2013 (as amended) and the Electronic Communications and Transaction Act No. 25 of 2002 (as amended) (as promulgated in the Republic of South Africa) and the GDPR (as recognized and enforced in European Union, where applicable).
 - 15.3. The Parties shall comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data.
 - 15.4. The Purchaser hereby gives P+F the right to send marketing materials to the Purchaser. Should the Purchaser not want to be part of the marketing materials sent they can opt out from receiving any marketing material by selecting the opt-out function.
 - 15.5. P+F shall ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any data of the user held by the P+F.
 - 15.6. P+F shall ensure that it does not disclose any personal information or data of the Purchaser, other than provided for in writing by the Purchaser.
 - 15.7. The Parties shall ensure that the personal information or data obtained from the Purchaser is processed for only the express purpose for which it was obtained.
 - 15.8. The Parties shall ensure that, once the data has been processed for the purposes for which it was obtained or the Ts and Cs are cancelled, that all data of the Purchaser will be destroyed to an extent that it cannot be reconstructed to its original form.
 - 15.9. P+F endeavor to implement all reasonable technical and organisational measures in place to protect the personal data from unauthorised access and/or use including implementing measures to ensure access to the personal data remain secure and confidential.
16. DAMAGES AND LIMITATION OF LIABILITY
 - 16.1. P+F shall not be held responsible for any consequential or special damages howsoever arising from the use of any of its goods or defects thereof.
 - 16.2. P+F shall not be liable, under any circumstances whatsoever, for any loss of profit or other special damages or any indirect or consequential damages arising out of any breach by it or any of its obligations under this contract or any act of negligence or omission on the part of P+F and/or its employees or for any reason whatsoever.
 - 16.3. Neither P+F and/or its employees, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the content or the Website or any functionality, or of any linked website to the extent permissible by law.
17. FORCE MAJEURE
 - 17.1. P+F shall not be liable for any default in respect of the Ts & Cs due to any act of God, war, strike, lock-out, industrial action, fire, flood, draught, tempest, interrupted or offline Website services or other event beyond the reasonable control of either party. As a result of any of the aforesaid events, delivery dates may be subject to change as advised by P+F.

18. CREDIT BUREAU
 - 18.1. In the event of any default by the Purchaser of any provision of these Ts & Cs, the Purchaser hereby consents and authorises P+F to furnish the name, credit record and repayment history of the Purchaser to any credit bureau as a delinquent debtor, it is also agreed that the P+F may use any means to verify the information confined in these Ts & Cs.
19. DISPUTES
 - 19.1. Any and all disputes arising out of these Ts and Cs, shall, be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator or arbitrators agreed to between the parties to the dispute and failing such agreement within three days of a request therefore by any party, appointed by the AFSA. The ruling/award made by AFSA shall be final and binding on all parties.
 - 19.2. Any arbitration will be held at an agreed location within Pretoria and failing agreement as a location within Pretoria as determined by the arbitrator.
 - 19.3. For the purposes of having any award made by the arbitrator/s being made an order of Court, each of the parties hereby submits to the Pretoria High Court of South Africa.
 - 19.4. Notwithstanding anything to the contrary, any party shall be entitled to apply for, and if successful, be granted an interdict from any competent Court having jurisdictions in South Africa.
 - 19.5. The Purchaser hereby consents and submits to the jurisdictions of the High Court of South Africa having jurisdiction in respect of any dispute of claim arising out of or in connection with these conditions of sale.
 - 19.6. Any and all rulings made by the High Court of South Africa will prevail and such ruling will be final and binding on all parties.
20. DOMICILIUM CITANDI ET EXECUTANDI
 - 20.1. The Purchaser hereby elects, as its domicilium citandi et executandi, at which it will accept service of any process of notice in terms hereof, the physical trading address listed on the quotation and order confirmation.
21. TERMS AND CONDITIONS ACKNOWLEDGEMENT
 - 21.1. The Purchaser acknowledges that they have read and understood and agree to be bound by the P+F Ts & Cs upon signature or acceptance hereof.
 - 21.2. The Purchaser further acknowledges that the aforementioned Ts & Cs have been made available by P+F and can be found at www.pepperl-fuchs.co.za.
 - 21.3. P+F reserves the right to amend its Ts &Cs from time to time.