



Ref: conditions of sale and warranty.docx
Date: 09 February 2013

BigChess (Pty) Ltd.



CONDITIONS OF SALE AND WARRANTY

These conditions of sale shall be deemed to apply to every order placed with BigChess (Pty) Ltd., all agreements in terms of which work is done or goods are sold by BigChess (Pty) Ltd. The customer agrees that by placing the order with BigChess (Pty) Ltd., the customer automatically accepts without any reservation whatsoever these Conditions of Sales and Warranty.

Payment:

Unless otherwise stated by BigChess (Pty) Ltd. in writing, payment of the purchase price in respect of any goods despatched or services rendered by BigChess (Pty) Ltd. shall be made prior to delivery or on date of delivery or on completion of the service.

Ownership:

Ownership of all goods supplied or installed or services rendered shall not pass to the Purchaser until the Purchase Price has been paid in full.

Warranty:

BigChess (Pty) Ltd. warrants to you that the original equipment manufactured by us or the services rendered will be free from defects in material and workmanship. This warranty is exclusive and in lieu of all other warranties whether written, oral or implied. If a defect appears within 6 (six) months from the date of delivery and you notify us promptly we shall thereupon correct any such defect or any such non-conformance to the specification either (at our option) by repairing any defective part or parts which are returned to us at the above address or by making available to you at your registered office a repaired or replacement part. The conditions of any tests of any of this equipment alleged to be defective shall be mutually agreed upon and we shall be notified of and may be represented at all tests that may be made. Our liability to you arising out of supplying this equipment or service or its use whether based on warranty, contract or negligence shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the applicable warranty period as aforesaid, all such liability shall terminate. The forgoing shall constitute your sole remedy and our sole liability. In no event shall BigChess (Pty) Ltd. be liable for special or consequential damages.

Delivery:

Any delivery time is approximate only, unless otherwise specifically stated in writing by BigChess (Pty) Ltd. Delivery and packaging charges will be for the recipients account.

Force Majeure:

BigChess (Pty) Ltd. shall be relieved from liability under this contract if and to the extent that it shall be unable to carry out all or any of its obligation here under owing to wars, strikes, lockouts, governmental controls or restrictions, non availability of goods or labour or any other causes beyond the control of BigChess (Pty) Ltd.

Environment:

Warranties and service contracts will only be honoured if the equipment is located in suitable environment.

Buyers Order:

Notwithstanding any conditions contained in the buyers order, only these terms and conditions shall be binding on the parties.

Cancellation:

In the event that the customer should refuse to take delivery of the items to be supplied, in terms of the order or in any way obstruct and prevent BigChess (Pty) Ltd. from carrying out its obligations in terms hereof or if the customer should cancel the order at any time, then, in any such events, BigChess (Pty) Ltd. shall be entitled forthwith and without notice, to cancel its contract whereupon a cancellation fee of 10% of the total purchase price plus any transportation costs will automatically become due and will be payable to BigChess (Pty) Ltd. immediately. The same penalty shall apply, mutatis mutandis, if the customer should cancel the order prior to its implementation.

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