



Nordland (Pty) Ltd. P.O. Box 522 Muldersdrift 1747 South Africa

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Reg. No 1967/004956/07  
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ISO 9001/2015 Certificate N°01100928503  
Web www.Nordland-lighting.com

## TERMS AND CONDITIONS OF SALES

1. All orders are subject to these conditions of sale. In the event of conflict or inconsistency between these conditions of sale and the Purchaser's own standard conditions of sale (whatever they may be called), or its acceptance of our quotation, these conditions of sale shall apply.
2. The issue of a price list does not constitute an offer to supply, and all listed prices are subject to alteration without notice.
3. No guarantee or warranty as to the rate or time of delivery is given or implied.
4. Where a Purchaser, after acceptance of an order, requests deferred or staggered deliveries, prices may, at our discretion, be adjusted.
5. If the Purchaser is unable to accept, or requests deferment of, delivery, we shall be entitled to invoice for payment as if delivery had been effected, unless otherwise agreed by us in writing in each case.
6. Nordland will not accept cancellation of an order for any reason when manufacture has already commenced.
7. If our obligations to our customers are prevented, hindered or interfered with by any cause whatsoever beyond our reasonable control, we shall be entitled either to suspend or cancel any obligation then unperformed.
8. Payment terms are strictly 30 days from date of statement. Late payments will attract interest at 2% above Standard Bank prime. A certificate from a Director of Nordland as to amounts due or any other fact shall be prima facie proof of its contents.
9. If any payment is in arrear, we have the option to suspend further deliveries until payment is received, whether such deliveries form part of the same order or other orders, without prejudice to our other rights.
10. Ownership of the products sold by us will remain with us until they have been paid for in full. Risk of loss of or damage to or by the products will pass to the Purchaser on delivery.
11. No goods will be accepted by us for credit unless our written consent has first been obtained. The Purchaser will in any event be liable for any transport charges incurred in respect of a return.
12. **"Rate of exchange"** - 30% of local products are exchange rate linked and up to 100% of imported products and components are exchange rate linked.
13. All orders are subject to SEIFSA escalation. The SEIFSA formula will be applied on all deliveries between the date of order placed and the committed delivery date. **SEIFSA formula** -  $PI = PO \times [(0.1 + 0.20 \times LC/LP + 0.70 \times EMC/EMP) - 1]$

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### Members of

**SAFA:** South African Flameproof Association  
**IESSA:** Illumination Engineering Society of South Africa  
Directors B.A.Chelius J.C.Rice R.D.Nel

Whereas: PI – Price adjustment to invoice value, PO - Original Price (Base Price), LC - SEIFSA table C.3 (labour) at dispatch, LP - SEIFSA table C.3 (labour) at quotation, EMC- SEIFSA table G (Electrical, Engineering Material) at dispatch, EMP- SEIFSA table G (Electrical, Engineering Material) at quotation.

14. Subject to the terms of our Limited Warranty Statement from time to time, our liability is always limited to the replacement of goods proven to have been faulty when they left our premises, and we shall not in any circumstances, including negligence of any degree and breach, be liable for consequential or indirect damages or loss. No guarantee or warranty is given or implied, or representations made, unless specifically stated in writing by us in the quotation.
15. If a guarantee or warranty is included in the quotation or order, then subject to the terms of our Limited Warranty Statement from time to time, it shall fall away if the products are used for a purpose or under conditions for which they are not designed or are not sold, or if they are adapted, modified, refitted or re-purposed, or are connected in any way to any equipment, system or apparatus which is not approved by us for that purpose.
16. The Purchaser agrees (a) that its personal information may be collected either directly or from a third person, in order to facilitate the granting of credit to and entering into business transactions between us and the Purchaser; (b) that its personal information may be further processed by being disclosed to other persons to whom the Purchaser has given us as a reference, and to credit bureaus if there is any default by the Purchaser, and to any companies controlled by, controlling or under common control with us, and to any joint venture or franchise arrangement in which we are involved; (c) it is aware of its rights under section 18(1) of the Protection of Personal Information Act 2013, as amended from time to time (“the Act”), and consents to non-compliance with that section; and (d) that its special personal information, as defined in the Act, may be disclosed by us to a third party to the extent that we believe that that disclosure is necessary for the purposes set out in (a) or any compatible purpose.

**Revision 7: September 2019**