

Crammix

STANDARD TERMS AND CONDITIONS OF SALE

1. The conditions hereinafter set out shall govern the contract of Sale between the Purchaser and the Company referred to on the reverse side hereof. No variations of these conditions shall be recognized by or be binding on the Company unless agreed in writing duly signed by or on behalf of the Company.
2. Save as set out in Clauses 3, 4, the goods are sold at the price quoted by the Company to the Purchaser.
3. Any increase in Railway Rates occurring between the dates on which a price for the goods is quoted by the Company, to the Purchaser and the date of dispatch thereof shall be for the account of the Purchaser.
4. Any increase in the Company's transport rates after the quotation of the price by the Company to the Purchaser and before, dispatch of the goods, shall be for the account of the Purchaser.
5. Unless otherwise agreed and confirmed by the Company in writing, the Purchaser shall pay the contract price, including all cartage and/or other charges payable by him to the Company in respect thereof, in advance, prior to delivery and if such amount has not been paid to the Company before the Company notifies the Purchaser that it is ready to make delivery, then the Purchaser shall pay that amount in cash within 24 hours of being notified that the Company is ready to give delivery and failing the Purchaser doing so, the Company shall be entitled forthwith to cancel this contract without prejudice to its rights to recover from the Purchaser any loss or damage sustained by the Company by reason of the Purchaser's default in making payment of the set amount.
6. In the event of the Company agreeing to give credit to the Purchaser for the payment of the contract price and the Purchaser failing to make payment upon the due date in respect of the said price or any portion thereof, then in the event of any further goods being delivered by the Company under this contract after the Purchaser shall have made default in paying on due date any portion of the said contract price, the Company shall be entitled to terminate the contract and refuse to make any further deliveries without prejudice to its right to recover from the Purchaser any amount then owing in respect of goods delivered, any loss or damage sustained by the Company by reason of the aforesaid default of the Purchaser.
7. The Purchaser shall pay interest in respect of all over due payments in terms of this contract at the price overdraft rate as quoted by the Standard Bank of S.A. plus 2%.

8. In no circumstances shall the ownership in any goods pass from the Company unless the price thereof determined in terms of this contract shall have been paid in full.
9. All risk of loss, deterioration and destruction of the goods shall pass to the Purchaser on delivery being taken. Where delivery by rail the responsibility of the Company shall cease immediately possession of the goods sold is taken by the Railway, whereupon the risk of loss; deterioration or destruction of the said goods shall pass to the Purchaser. The relative consignment note or notes signed by a railway official shall constitute proof of delivery of all goods expressed to be covered thereby.
10. Where delivery, at the request of the Purchaser or in the absence of such request then in accordance with the usual procedure of the Company, is to be effected by the transport of the Company the Company will deliver the same at or as near as possible to the address given by the Purchaser by offloading them in such manner as the Company in its discretion thinks fit. Upon delivery being made by the Company as aforesaid, the custody, control and possession of the said goods, together with all packing material and the risk of loss, deterioration or destruction thereto shall immediately pass to the Purchaser who undertakes to remove them forthwith on to the site of the building for which the goods are to be used and the Purchaser hereby indemnifies the Company against any claim of any kind made upon the Company as a result of the Purchaser's failure to fulfil his undertaking or otherwise arising out of the delivery by the Company.

The Purchaser shall at all times (holidays included, unless he shall notify the Company to the contrary) between 06h30 and 17h00 on Monday to Saturdays for at such other times as may be agreed as between the Company and the Purchaser have upon the site a responsible person to sign a receipt for the goods on their arrival and sufficient labour and plant to remove them forthwith and in the event of his failure to comply with either of these obligations the Company may either

- a) Divert the goods to another person, or
- b) Take them back to the Company's premises

and the Purchaser shall in either event pay to the Company, should the Company so demand, the Company's full cartage rate incurred in so tendering delivery of the goods to the Purchaser. The Company shall also be entitled to withhold further deliveries of goods (notwithstanding any contract or undertaking) until all and any such damages have been paid.

11. a) The Purchaser shall not be entitled to return goods which have been delivered to him by the Company in the manner aforesaid.
b) Any goods returned due to an error in ordering by the Purchaser, will be accepted for credit solely at the Company's discretion and subject to a ten percent handling fee and incoming and transportation costs.
12. All sales by the Company are executed without guarantees, express or implied, that the goods will be suitable for use for any specific purpose or under any specific conditions, or under abnormal or unusual conditions or circumstances, although such purpose, conditions or circumstances may be known to the Company. No representation is made nor warranty is given to the Purchaser as to the performance, durability, colour or other qualities of any goods supplied hereunder, and the Company shall not be liable to the Purchaser nor any third person for any loss or damage arising directly or indirectly from any defect whatsoever, whether patent or latent, in the goods.
13. The Purchaser shall have no claim of any nature whatsoever against the Company by reason of any delay by the Company in giving delivery of goods, on any date or dates that may be specified in the Purchaser's order, or within a reasonable time in those cases in which no date is specified.
14. No objections or claims in respect of goods delivered will be entertained unless:
 - a) endorsed on the waybill at the time of delivery in the case of goods delivered by road or goods sold for delivery at the Company works or
 - b) made in writing within 7 days from date of dispatch of the goods where delivery is affected by rail

The Purchaser acknowledges that any claim which it may have against the Company arising from alleged defects in the goods sold or sold and delivered by the Company to the Purchaser arising otherwise, shall not in any way be used by the Purchaser as set off against the amount due to be paid by the Purchaser in terms of this contract.

15. The Company shall be entitled to cancel this contract if in the absolute discretion of the Company delivery of the contract goods is, or will be, prevented or delayed, in whole or in part, by strikes, lockouts, civil commotions, stoppage of coal or other necessary material, scarcity of trucks, breakdown of the Company's plant, fire, storm, tempest or other act of God or from any other cause or accidents beyond the control of the Company. This contract shall also be subject to any conditions prescribed by government whether by way of Statue, Regulation or War or National Emergency Proclamations or Notices.

16. The Purchaser acknowledges that normal damages and breakages in transit constitute up to five percent of bricks sold and it is agreed that the Purchaser shall have no claim whatsoever against the Company, whether by way of a reduction of the purchase price or otherwise, in respect of such losses.
17. The Purchaser hereby consents to the jurisdiction of the Magistrates Court for the District in respect of any proceedings arising from this contract, notwithstanding that such proceedings are otherwise beyond its jurisdiction.
18. The Purchaser hereby chooses domicilium citandi et executandi at the address given for the Purchaser on the front of this order form for all actions or disputes which may arise between the Company and the Purchaser in terms of the contract.
19. The Purchaser shall pay the Company's legal costs in respect of all actions or disputes which may arise between the Company and the Purchaser or from this contract.
20. In the event of the Company instructing an attorney to collect any amounts owing in terms of the contract, the Purchaser shall pay collection commission at the rate of ten percent per annum on all amounts collected, with a maximum of R50 per payment or instalment.
21. Without prejudice to any of the terms and conditions aforesaid it is agreed that the Purchaser shall have no remedy against the Company in respect of any claim arising out of or in connection with the plastering or bag washing of common bricks, or the weathering of common bricks where they have not been rendered with plaster.
22. In the case of a sale of perforated bricks, the Company shall have the right at the time of delivery thereof to determine the size and pattern of the perforation holes therein.
23. No relaxation which the Company may give at any time whatsoever in regard to the carrying out of the Purchaser's obligations in terms of this contract.
 - a) shall prejudice any of the Company's rights under this contract in any matter whatsoever
 - b) shall be regarded as a waiver of any of the Company's rights in terms of this contract.

24. Should any conditions attached to the Purchaser's order differ from the conditions herein contained, the latter shall be overriding.

25. Colour variations in clay products are normal and exact colour matching cannot be guaranteed

BRICK CODES

<p>FBS – FACE BRICK STANDARD Are clay bricks that are durable uniform in size and shape and require no further decorative or protective treatment.</p>	<p>FBX – FACE BRICK EXTRA Durable face bricks possessing the highest degree of size, shape and colour uniformity.</p>	<p>FBA- FACE BRICK AESTHETIC Are durable clay bricks selected for a highly individual aesthetic appearance derived from deliberate non-uniformity of shape and colour.</p>
<p>NFP - NON-FACING PLASTERED Clay bricks that are suitable for general building work which are then to be plastered or rendered.</p>	<p>NFX - NON-FACING EXTRA Bricks for use in general building work where clay bricks are required mainly for durability such as in areas below ground and damp proof course level in damp situations, such as retaining walls and where appearance is relatively unimportant</p>	<p>E-ENGINEERING BRICK The grade of bricks that are required for structural or load-bearing purposes in the face and non-face categories would be termed engineering grade units and would be supplied to an agreed average minimum compressive strength and in addition, will have at least the same size uniformity as the FBS classic bricks.</p>
<p>PA - CLAY PAVERS Clay pavers are selected or produced for their durability and for a high degree of uniformity in size and shape, and that have dimensions such that the ratio of work size width is approximately 1:1,2:1 or 3:1</p>	<p>PB - CLAY PAVERS Clay pavers are selected or produced for their durability and for their uniformity in size and shape.</p>	