



Standard Trading Terms & Conditions

The following conditions of sale are applicable to all supplies by Templar Property Holdings cc t/a CR ELEC SA (herein referred to as CR ELEC SA) unless expressly agreed in writing to the contrary and shall govern any contract between the customer and CR ELEC SA.

1. Prices

CR ELEC SA reserves the right to vary prices and charges without notice.

2. Delivery Commitments

CR ELEC SA does not offer delivery as part of our service. However arrangements can be made per circumstance at a charge. Whilst every effort is made to supply the goods on the date stipulated, in no circumstances can liability be accepted for any loss or damage suffered by the Customer or any third person by reason of failure to meet delivery commitments.

3. Delivery and Passing of Property

- a. Goods shall remain the property of CR ELEC SA until the whole of the contract price has been paid.
- b. The Customer irrevocably grants to CR ELEC SA unrestricted permission, without notice, to enter premises occupied by the Customer, to identify and remove any of the goods of CR ELEC SA, ownership in which has not passed to the Customer by virtue of non payment for such goods, without in any way being liable to the customer or any third person. CR ELEC SA reserves the right to sell or dispose of any such goods removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.
- c. Repairs must be quoted on and the quotation accepted before work can commence.
- d. Any work / repairs done that are not collected within 3 months from date of invoice will be sold to defray expenses.

4. Damage and Loss of Goods

- a. Goods should be examined carefully on receipt. No claim in respect of shortages, damage or apparent defect in the goods will be considered by CR ELEC SA unless full details of such have been furnished in writing by the Customer to CR ELEC SA within 48 hours of receipt of the goods.
- b. With regard to items no longer required, the Customer agrees to return the items within 14 days of date of invoice for a refund. A handling fee of 10% will be charged.
- c. In all cases where the goods are sent by rail or by a carrier, other than CR ELEC SA, the goods are at the risk of the Customer from the time the goods are handed by CR ELEC SA to the other carrier, and CR ELEC SA is not responsible for any loss or damage that may occur thereafter.

5. Liability

- a. CR ELEC SA will not be responsible for loss or damage of any nature whatsoever whether direct or indirect, consequential or otherwise, sustained as a result of any goods or equipments supplied or any advice given or any installation effected or any maintenance undertaken by CR ELEC SA being in any way defective or absent or not conforming to the description thereof or as a result of any other cause whatsoever.
- b. The Customer does hereby indemnify and hold CR ELEC SA harmless against any claim by any third person arising directly or indirectly out of any defect/s in the goods or equipment supplied and or advice given to the Customer.

Initials.....

CR ELEC S.A.

CK 2002/100680/23

SIDE CHANNEL BLOWERS – VACUUM PUMPS

6. Terms of Payment

- a. *Invoices will be issued per order received and payment is due 30 days from date of statement. Statements are issued on the last day of each month.*
- b. *Should you pay within this period, you are entitled to take a 2.5% discount. Please be advised that should your payment not be received within this period and you still take the discount, that discount will be disallowed and the amount not paid will still be owed on your account.*
- c. *Please ensure that your payment has been received by CR ELEC SA and where applicable submit proof of payment either by fax or email, as well as a remittance advice if paying more than one invoice.*

If the customer fails to make the payment in accordance with above, CR ELEC SA reserves the right to:

- a. *Charge interest at the prime lending rate at the time on all overdue amounts calculated on a daily basis, such interest to be calculated from the due date for payment.*
- b. *Claim from the customer all costs relating to any legal action taken by CR ELEC SA to recover monies or the goods due from the customer, including any legal costs and disbursements on an attorney and client scale.*
- c. *Cease any further deliveries to the Customer and to terminate any agreement in relation to goods that have not been delivered.*

7. Clients Responsibility

- a. *The onus is on the customer to ensure that all the contact and other details or particulars that are furnished to CR ELEC S.A. are always current and correct.*
- b. *The customer needs to check all documentation and statements for correctness on each occasion and lodge an inquiry should there be any irregularities within a period of 14 days from date of receipt.*
- c. *The responsibility rests with the client to ensure that they are aware of the terms and conditions of sale.*

These terms and conditions are agreed to automatically should you request credit facilities with CR ELEC S.A.