



## CONDITIONS OF SALE

1. These Terms and Conditions (“Terms”) apply to all quotations, orders, sales, and deliveries of products by Natal Portland Cement Company (Pty) Limited (“NPC”) to the customer (“Customer”)
2. These Terms are available on the NPC website ([www.npc.co.za](http://www.npc.co.za)) and shall form part of every agreement concluded between NPC and the Customer.
3. In the event of a conflict of terms , these Terms shall prevail unless expressly varied in writing.
4. Numbering is for ease of reference. NPC shall mean Natal Portland Cement company (Pty) Limited and any other company forming part of NPC group of companies.
5. The language of these conditions of sale /Terms are simplified and are to be read in the spirit in which it is intended.
6. All sales of company products and services are subject to these Terms.
7. These conditions of sale/ Terms shall take precedence over all other terms and conditions of the customer, and over any other verbal arrangement or written undertaking by NPC.
8. Any reference to legislation includes amendments thereto.
9. Where the Customer is a consumer defined in the Consumer Protection Act (CPA), the provisions of the CPA shall apply.
10. Any provisions in these Terms which is inconsistent with the CPA shall be deemed modified to the extent required to comply with the CPA.
11. NPC shall not be liable for any indirect or consequential losses and loss of profit except where such limitation is not permitted under the CPA.
12. Any order placed by the customer shall be deemed to be an acceptance of these conditions of sale/ Terms.
13. Written quotations are valid for **7** days from date of quotation.
14. Prices are subject to change on a date stipulated by NPC.
15. All products are sold at the ruling price at date of delivery irrespective of any prior quotes or date of order.
16. NPC’s ruling price shall take precedence irrespective of the price printed on the customer’s order.
17. Prices are quoted **Excluding VAT**.
18. Should the final destination be further than originally quoted, prices will be adjusted to allow for the additional costs.
19. NPC may supply a product conforming to the same strength class from any of its factories regardless of geographic location without affecting price.
20. NPC may adjust prices to allow for increased distances where a request to change the source of supply comes from the customer.



21. Additional charges will be shown separately on invoices where applicable.
22. NPC will provide the customer with an account number. This number is to be used by the customer when placing orders to ensure that the correct account will be debited and credited when making payment.
23. Payment for all deliveries must be by way of bank deposit or electronic fund transfer ensuring funds reflect on NPC bank account prior to delivery.
24. Payment must be made before collection or delivery of the product which must reflect in NPC Bank account.
25. Where credit terms have been granted by NPC, payment is to be made in accordance with the agreed terms.
26. Customers will be considered to be in default if they:
  - 26.1. Fail to pay or comply with their credit agreement with NPC.
  - 26.2. Are in or apply for sequestration/liquidation or business rescue.
  - 26.3. Compromise any of their creditors.
  - 26.4. Fail to satisfy any judgement.
27. On default the company will immediately:
  - 27.1. Pursue legal remedy, should that be NPC's choice of action.
  - 27.2. Suspend or cancel all pending orders and deliveries without notice.
  - 27.3. Claim all monies owing including monies not yet due for payment.
  - 27.4. The customer acknowledges that a certificate of balance signed by any authorized manager of the company shall be prima facie proof of the amount payable by the customer to NPC.
28. Prior to acceptance of an order new sites may be inspected to confirm safety and access to the site .
29. Product may also be collected from NPC premises by agreement.
30. Deliveries will be in accordance with the company's delivery procedure relating to the product being delivered.
31. The mass of any bulk product will be as registered on NPC's measuring system or weighbridge.
32. The signed delivery note will be sufficient proof of customer acceptance of the goods.
33. Goods damaged in delivery and deemed not to be acceptable may be returned immediately on the same vehicle subject to the customer endorsing the delivery note to that effect and acknowledged by the driver of the vehicle.
34. Where the damage is not clearly visible or in such a way that the condition could not be determined by a reasonable inspection, customers have 24 hours from time of delivery to advise NPC of goods deemed not to be acceptable.
35. NPC retains the right to decide on the appropriate remedy from a total or partial refund, to replacement.
36. NPC has the right to inspect goods before effecting a remedy.
37. Cancellation of a load during an attempted delivery will result in the "divert costs" being incurred by the customer based on the additional time and distance travelled , as calculated by NPC.
38. In the event where the product is returned to the factory, the full cartage payment will be charged to the customer.
39. Normal delivery offloading time is one hour where after demurrage will apply.
40. Cancellations must made be before 16h00 on day preceding delivery or cancellation fee will apply.
41. Failure to meet a delivery deadline by the company does not entitle any withholding of payment or any claim in any form for damages or losses.



42. On bag deliveries a pallet deposit will be charged which is refundable on return of pallet in good condition for usage.
43. The customer shall be responsible for loading of empty pallets on the returning vehicle.
44. Pallets shall be loaded in accordance with the transporters safety standards.
45. Vehicle drivers will accept the pallets as loaded without prejudice to NPC and does not reflect the suitability for re-use.
46. Only pallets bearing the NPC markings will be scrutinized for suitability of re-use.
47. Non NPC pallets will be set aside for destruction; and such cost will be charged to the customer.
48. Pallets that are deemed suitable for re-use will qualify for a refund passed as a credit to the customer's account.
49. The number of pallets returned may not exceed what has been supplied over the course of 4 (four) months.
50. Pallets that fail the quality inspection will not qualify for a fee refund.
51. Customers will be notified by NPC Commercial Team that the returned pallets have failed.
52. Pallets that fail may be collected by the customer at own cost within seven (7) days where after they will be destroyed.
53. The cost of disposing of pallets will be for the customer's account.
54. All NPC product remains the property of NPC until full and final payment by the Customer .
55. All risks shall pass to the customer on signature of the delivery document as per clause 32.
56. All NPC product is in accordance with the specifications as published on the company specification sheet. All other warranties whether express or implied are excluded.
57. Notwithstanding any representation, on ordering the customer assumes all risk on the suitability, placement, and use of the product ordered.
58. The customer acknowledges that while on company property all relevant laws, regulations, by-laws, and company policy and procedure will be adhered to.
59. The customer acknowledges that parts of the Consumer Protection Act may fall outside the ambit of these Terms.
60. The customer hereby indemnifies the company against any and all claims that may be made against NPC, its Directors, Management, Employees and Agents, arising out of the manufacture, sale, supply, and delivery of products by the company to the customer.
61. The company shall not be liable to the customer for any losses, (directly or indirectly), consequentially, contingently, or otherwise and/ or for any losses incurred by the customer as a result of the willful or negligent conduct of the company , its employees, agents and / or contractors
62. In the event of any act of God, war, rebellion, riot, civil commotion, labor unrest or suspension, fire, accident, machinery or technology malfunction, electricity or water disruptions or shortages, or any other circumstances arising or action taken outside or beyond the reasonable control of the parties hereto preventing them or any of them from performing any obligation or part thereof then performance under this agreement will be suspended until such time as the circumstances permit, and neither party shall have a claim against the other as a result of the delay, provided that the application of this clause shall not affect the liability of either of the parties in respect of any claim, matter or incident which arose or existed prior to the occurrence of such event.

63. No indulgence given by NPC prejudices or waives the company's right to act or seek remedy in accordance with these Terms and in accordance with the law.
64. The customer shall be liable for all expenses incurred by the NPC in exercising any rights arising out of any breach by the customer of its obligations herein, including any legal charges on an attorney and client scale and including all, collection charges, and tracing fees.
65. If any provisions in these Terms become invalid or unenforceable, then it shall be severable from the rest of the terms which shall remain in force.
66. NPC processes personal information in accordance with the Protection of Personal Act (POPIA).
67. Personal information may be collected for order processing, credit vetting, delivery and logistics, legal compliance or such purpose permitted by the law.
68. The Customer consents to such processing where necessary for contract performance.
69. Personal information will not be shared with third parties except where legally required.
70. Electronic communications shall constitute valid agreements.
71. Records may be stored electronically.
72. Customers consent to receiving documents electronically from NPC
73. Rights of access to NPC's factories, depots, sites and plants are strictly reserved.
74. These conditions of sale / Terms are to be read and implemented under the laws of the Republic of South Africa.