

CHADHA POWER - STANDARD TERMS AND CONDITIONS

1. APPLICATION: These terms and conditions (Terms) apply to all transactions (Transaction) between Chadha Power (SA) (Pty) Ltd (Chadha) and its customer (Customer) for the supply of any goods or services (Products). Any order or acceptance of delivery by the Customer shall be deemed an assent to these Terms notwithstanding the inclusion of different or additional terms and conditions on any order which Customer may give to Chadha, and which shall be deemed rejected by Chadha, notwithstanding Chadha's shipment of the Products and/or, Chadha's acceptance of any order. In any event, if there is any inconsistency or conflict between the Terms and Customer's order, the provisions of the Terms shall prevail.
2. ENTIRE AGREEMENT: These Terms and Chadha's quotation constitute the sole record of the terms of the agreement between Customer and Chadha relative to the Transaction, and there are no warranties, understandings or agreements relative thereto other than those stated herein or on Chadha's quotation.
3. MODIFICATION: None of these Terms may be modified, altered or added to except by written agreement signed by a duly authorized representative of Customer and Chadha.
4. CHANGE OF PRICE: Chadha reserves the right to adjust the prices and delivery charges for the Products should the rate of exchange between the Rand and US Dollar vary by more than 2% from the date of initial quotation or price indication to date of delivery.
5. DELAYS: Chadha shall not be held liable or deemed in default if prevented from performing any of Chadha's obligations, including but not limited to making delivery of the Products, occasioned by reason of stock shortages, fire, flood, acts of God, war, riot, strikes, lockouts, delay in transportation, embargo, governmental acts or the like. The date of delivery shall be extended for a period equal to the time lost by reason of any delay.
6. TAXES: To the extent legally permissible, all present and future taxes or duties imposed by any competent authority, including sales, excise, value-added and/or similar, which Chadha may be required to pay or collect in any way related to the design, sale, transportation, delivery, storage, installation or use of the Products (except income taxes) shall be added to the purchase price of such Products and shall be payable by Customer to Chadha.
7. RISK AND OWNERSHIP: Upon delivery of the Products, at the agreed delivery address, all risk of loss or damage shall immediately pass to Customer, but Chadha shall retain ownership of the Products until payment in full is received by Chadha.
8. LIMITED WARRANTY AND DISCLAIMER OF LIABILITY: Chadha makes the express warranty set forth below, solely to Customer. Subject to the conditions set out herein Chadha warrants that the Products will be free of defects in material or workmanship for a period of 12 months commencing on delivery (Warranty). The sole and exclusive obligation of Chadha under this Warranty is to replace the defective Products or the component parts (Component Parts), found upon inspection by Chadha to be inoperative solely due to a defect in material or workmanship. Chadha shall not be liable for any indirect or consequential damages. No Claim of whatsoever nature will be entertained by the Creditor for any short delivery of Products unless such claim is received within 14 days after date of delivery of Products.
9. SAFETY: The Products are hazardous (involving, inter alia, high voltage electrical current, fuel and vapors) and care and skill needs to be exercised when handling and/ or using the Products (Including parts thereof). Due to the technical nature of the Products, and in order to avoid negating any warranty, it is incumbent on Customer to ensure that the Products are properly installed and commissioned by a suitably qualified and registered electrician.
10. INDEMNITY: Customer indemnifies and holds harmless Chadha and its employees and agents against all claims that may be made against Chadha as a result of Customer's use, ownership or maintenance of the Products.
11. WAIVER: Failure by Chadha to enforce any of the Terms shall not be construed to be a waiver of any provision hereof.
12. COSTS: In the event Customer defaults in its obligations under the Terms, Customer shall be liable for Chadha's cost of collection, including attorney's fees on an attorney and client scale.
13. SEVERABILITY: If any provision hereof is held invalid, void or unenforceable, this shall not affect the validity of the remaining provisions.
14. GOVERNING LAW: Any transaction between Chadha and Customer shall be governed and construed in accordance with the laws of South Africa. Chadha reserves the right to enforce any sale and these Terms against Customer in any jurisdiction where Customer owns assets, is domiciled, is doing business, or where Chadha may otherwise determine in Chadha's discretion.
15. SUCCESSORS AND ASSIGNS: These Terms bind Customer and Chadha and their respective successors and permitted assigns. The Customer may not assign any interest in, nor delegate any obligation under any sale or these Terms, without Chadha's prior written consent.