



THE LAB SUPPLIERS

6 Wakefield Road, Founders View South,
Founders Hill, Johannesburg.
PO Box 2371, Edenvale, 1610
Tel: (011) 452-1116/9
Fax: 086 588 0293
Email: admin@labchem.co.za
Web: www.labchem.co.za

STANDARD TERMS AND CONDITIONS OF SALE

1. Within these Standard Terms and Conditions of Sale “the Supplier” shall be defined as Labchem (Pty) Ltd and “the Customer” shall be defined as the person/enterprise/company that has contracted with the Supplier. Goods shall be defined as any item offered for sale or repair by the Supplier.
2. Words in the singular shall include the plural and vice versa. Words relating to gender shall include other genders and words relating to natural persons shall include associations of persons having corporate status and/or common law.
3. Changes to the Customer name, ownership, directors/members/partners, addresses or other material details will be notified to the Supplier within 30 days of such change.
4. Any price quoted by the Supplier is firm subject to the quote terms and thereafter is subject to change without prior notification.
5. The Customer agrees to abide by the credit terms granted by the Supplier. Credit terms are always at the sole discretion of the Supplier and can be amended or cancelled at any time without prior notice to the Customer.
6. All payments made by the Customer, howsoever made, will be free of bank fees, or any other deduction, or set-off.
7. The Supplier reserves the right to stop any further deliveries to the Customer under the following circumstances, but not limited to:
 - The Customer has an overdue account based on the credit terms granted by the Supplier
 - The Customer has reached their credit limit.
 - The Supplier is not satisfied, at its sole discretion, with the financial position of the Customer.
8. Delivery dates provided are estimates only and the Supplier is not responsible for any damage or loss arising out of any late delivery or non-delivery.



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9. The Customer agrees that the signature of any agent, contractor, sub-contractor or employee of the Customer on the Supplier's official delivery note/invoice/trip sheet, or the delivery note/waybill of any authorised independent carrier will constitute the delivery of the goods purchased.
10. Ownership and risk will pass to the Customer on delivery of the goods to the Customer by means of the Supplier's transport. If the Customer uses their own transport, the ownership and risk will pass to the Customer when delivery is made to the Customer's carrier.
11. No claim for shortages in delivery or damage in transit can be discussed unless noted on the Supplier's copy of the Delivery Note and confirmed in writing within 7 days after delivery.
12. When the Customer collects goods by arrangement of its own transport, the collection of the goods will be entirely at the Customer's risk and the Customer will be liable for any damage of whatsoever nature caused as a result of such collection. Hazardous chemical loads to be collected will be made with the appropriately placarded vehicle and a PDPDG (Professional Driving Permit Dangerous Goods) licensed driver.
13. Under no circumstances shall the Supplier be liable for any damage arising from misuse, abuse or neglect of the goods.
14. The Supplier accepts responsibility to replace faulty goods only and accepts no responsibility for any other costs or damages associated with faulty goods.
15. Unless specifically stated otherwise all goods supplied will be to the Supplier's standard specifications. The Supplier reserves the right to change the specifications.
16. The Customer shall comply with all laws and regulations regarding transport, handling, storage and use of the goods especially as regards Chemicals.
17. Any technical assistance or advice given by an employee of the Supplier has been given in good faith and to the best of the employee's knowledge. The Supplier is not liable for such advice being misinterpreted or being in any way incorrect, invalid or mistaken.
18. If the Supplier cannot carry out their obligations due to circumstances that are beyond their control (natural disasters, political instability, war, etc.), the Customer cannot make any claims against the Supplier as a result of the circumstances.



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19. The employees of the Supplier are trained to handle chemicals in a safe and responsible manner. The Supplier's delivery vehicles are placarded and have the necessary documentation that allows the vehicles to carry dangerous goods within the requirements of legislation.
20. Chemicals are packed for road transport within South Africa with the necessary labelling and specifications where required.
21. Customers receiving chemicals acknowledge that staff receiving the goods are qualified to handle such substances.
22. The website www.labchem.co.za is the registered domain of the Supplier and all rights to or arising from it shall remain with the Supplier. By accessing the website you agree to the terms and conditions of use stated herein. Should you not agree with these terms and conditions, please do not use the web site. The Supplier reserves the right to update the website without notification. The website and its contents may not be copied, reproduced or republished without prior written permission from the Supplier. Any pricing on the website is exclusive of VAT. Any prices are subject to change without notice. Due to inconsistencies in colour reproduction, the colours displayed on a computer screen may not be identical to the actual colour of goods.
23. These terms and conditions are subject to change without prior notice.
24. These terms and conditions are governed by the laws of the Republic of South Africa.