

TERMS & CONDITIONS

These terms and conditions are the basis on which Dentsply Sirona South Africa (Pty) Ltd hereafter referred to DSSA contracts with you (the buyer) for the sale of goods.

1 Acceptance of Terms & Conditions

1.1 DSSA shall sell and the buyer shall purchase the goods in accordance with any written quotation of DSSA which is accepted by the buyer, or any written order of the buyer which is accepted by DSSA, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the buyer.

1.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the buyer and DSSA.

1.3 Any typographical, clerical, graphical or other error or omission on any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by DSSA shall be subject to correction without any liability on the part of DSSA.

2 Prices and Payment of Goods

2.1 Prices quoted are current at time of publishing and are inclusive of VAT. DSSA reserves the right to amend these published prices at any time at its absolute discretion, including but not limited to correction of clerical errors.

2.2 Payment is due 30 days from statement date.

2.3 Payment can be made by:- Cheque payable to DSSA or via EFT.

2.4 If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to DSSA, DSSA shall be entitled to:-

2.5 Cancel the contract or suspend any further deliveries to the buyer;

2.5.1 Appropriate any payment made by the buyer to such of the goods (or the goods supplied under any contract between the buyer and DSSA) as DSSA may think fit (notwithstanding any purport appropriation by the buyer); and

2.5.2 Charge the buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per annum above the base rate from time to time of the prime lending interest rate until payment in full is made.

3 Risk and Property

3.1 Risk of damage to or loss shall pass to the buyer at the time of delivery or, if the buyer wrongfully fails to take delivery of the goods, the time when DSSA has tendered delivery of goods.

3.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of the conditions, property in the goods shall not pass to the buyer until DSSA has received in cash or cleared funds payment in full of all debts due by the buyer to DSSA.

3.3 Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as DSSA's fiduciary agent and shall keep the goods in good and substantial repair condition and separate from those of the buyer and third parties and properly stored, protected and identified as DSSA's property.

3.4 Each contract for the sale or supply of goods shall be treated as a separate contract.

3.5 Until DSSA receives payment in full of all monies due by the buyer, the buyer shall not have nor shall it allow any party to acquire an interest in the goods or title to them and without prejudice to the generality thereof the buyer shall not pledge, part with possession of, or allow any charge, lien or other encumbrance to affect the goods or the goods to be installed as a fixture of any property.

3.6 In the event of the buyer failing to make payment in accordance with these conditions DSSA shall have the right to retake possession of and permanently retain any goods which are unpaid and to revoke all liability of DSSA to the buyer under any contract relating to such goods. Further, the buyer shall permit DSSA, its employees or agents to enter any premises in which the goods are housed and to remove the goods and shall pay all reasonable costs incurred by DSSA in effecting such entry and removal and the transport of the same to DSSA's premises.

4 Delivery of Goods

4.1 DSSA shall make every effort to despatch on the same day all orders received before 3pm. Delivery is by next day delivery to main centres and 2 -3 days for outlying areas.

4.2 Shortages and breakages must be reported to DSSA within 3 working days of receipt of the goods. Non delivery of goods must be notified within 5 working days of receipt of an invoice or statement.

4.3 DSSA reserves the right to make a charge for special delivery instructions which incur additional cost, and in particular where deliveries are made direct to the customer by other suppliers and charged to DSSA.

4.4 DSSA will invoice, at cost, all carriage, packing, charges, tax and other duties on any order to be delivered outside the South Africa

4.5 The time of delivery will not be the essence of the agreement. DSSA will not be held liable for any delay in delivery or the consequences of such delay.

4.6 Equipment with a value in excess of R50,000.00 will only be delivered once an order confirmation document has been signed by the buyer and accepted by DSSA.

5 Returned Goods

5.1 Returned goods will be accepted for credit within 30 working days from date of delivery provided they are accompanied by a Returns Advice Note (issued with original invoice).

5.2 Returned goods lost or damaged in transit to DSSA will not be credited. DSSA has no liability in such instances. Should the customer use their own courier they need to ensure that they are insured.

5.3 Returned goods will only be accepted for credit or exchange if the goods are in a readily saleable condition, unused and in original packaging.

5.4 Sterile and/or pharmaceutical products (refer to MAL6 document) will only be accepted for return for the following reasons:- i) to correct an error in delivery or ordering and providing goods are returned within 7 days of receipt. ii) in response to a product batch recall instigated by the manufacturer iii) products or packages are alleged to be faulty.

5.5 Goods, which require to be stored under temperature controlled conditions cannot be accepted for return.

5.6 Goods not normally stocked by DSSA which are specially ordered at the request of the buyer cannot be accepted for return.

5.7 Subject to the above conditions DSSA will credit returned goods at an amount equal to that which the buyer paid for the goods.

5.8 DSSA reserves the right to charge a handling charge on returned goods..

6 Limitation of Liability

6.1 In no event shall DSSA's liability in contract, delict, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract, exceed the value of the Goods which are the subject of such a claim and, without prejudice to the generality of the foregoing, DSSA shall not be liable for (a) indirect or consequential loss or damage including loss of profits, revenue, opportunity, turnover or expenditure howsoever caused; or (b) any claims howsoever arising in respect of Goods which have been used after leaving DSSA's premises. The buyer will determine the suitability of the Goods for their intended use and will not rely on any representations, express or implied, made by or on behalf of DSSA.

6.2 DSSA shall not be liable in respect of any loss or damage caused by delay or failure to perform any part of the contract arising out of any circumstances outside DSSA's reasonable control (including without limitation, fire, abnormal weather conditions, civil disorder, war, theft, industrial dispute, perils of sea, legislative or executive action, breakdown of machinery, total or partial failure of water, electrical or other power supplies, delay by suppliers, carriers or their sub-contractors or agents or liability to obtain materials or manufacturing services from usual sources, currency or licence regulations, inability to obtain import or export licences).

7 Force Majeure

7.1 DSSA shall not be liable for any delay or other failure to perform any part of the contract as a result of factors outside DSSA s control.

8 Set Off

8.1 The buyer shall not be entitled to withhold payment of any sum due to DSSA under this or any other contract in relation to any claim made against DSSA whether under this contract or otherwise. The buyer has no right of set-off or compensation against DSSA in respect of any claim whatsoever.

9 Governing Law

9.1 Any contract entered shall be governed by the law of South Africa and shall be subject to the non-exclusive jurisdictions of the courts of South Africa and to which the buyer, by acceptance of these conditions, agrees to submit.