

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- "Seller" shall mean "Mimic Components (Pty) Ltd" acting on its own behalf.
- "Purchaser" shall mean the person or company by whom the Seller has been awarded a contract/purchase order.

2. ORDERS

- The Company reserves the right to refuse any order or offer of an order.

3. QUOTATIONS

- All quotations are subject to confirmation by the Company on receipt of the buyer's official order and no contract shall be concluded until such confirmation has been dispatched by the Company.

4. PERFORMANCE AND GUARANTEE

- The seller's manufacturer warrants that the goods sold by the seller will be free from defects in material and/or workmanship, under optimal use and service for the appropriate warranty period. The extent of the warranty period will depend on the period given by the seller's manufacturer. The seller's sole obligation under this warranty shall be at its option, to repair or replace without charge, any defective component or part of such goods within a reasonable time period, or to credit the purchaser's account with the market related value, provided such faulty goods are returned to the seller's premises free of charge.
- The seller shall not be liable under this warranty for:-
 - a) the goods that the purchaser alleges are defective and have been repaired or altered by someone other than the seller's designated personnel or authorized representative, unless such repair or alteration was effected pursuant to prior written approval of the seller; or
 - b) where the purchaser fails to notify the seller of any alleged defect within the period of warranty; or
 - c) where the goods have been altered or damaged in any way which the seller reasonably determines to effect the performance and reliability, or where the goods have been subject to misuse, neglect or accident.
 - d) in no event shall the seller be liable for any other costs associated with the replacement or repair of the goods including any other costs incurred by the purchaser and/or its customer, and in particular any cost relating to the removal or replacement of any goods soldered or otherwise permanently affixed to any printed circuit board.

5. LIABILITY

- The purchaser is to satisfy himself as to the suitability of the seller's product for his particular application. The seller does not accept liability for loss, damage or injury resulting from the use of their products. The limits of their liability extended to replacement of similar products to the same value as purchased or refund of the purchased price, at their discretion, if it can be shown that the product failed in service as a result of incorrect specification on their part, faulty or poor workmanship.

6. MODIFICATION AND AMENDMENTS

- Any alterations and amendments to the order shall not be binding unless reduced to writing and signed by the Seller.
- Any particular prices quoted are valid for the quantities indicated. Changes in quantities ordered may result in a price adjustment.

7. PAYMENT

- Payment shall not be set-off against or withheld on account of any counterclaims of the Purchaser, unless same are acknowledged by the Seller in writing.
- The Seller reserves the right to charge interest on overdue amounts.
- The Purchaser shall bear the cost of charges levied by the bank on payments not cleared for payment by the bank on the day of tender.
- All costs incurred in the recovery of outstanding amounts will be borne by the Purchaser.

8. RESERVATION OF OWNERSHIP

- Notwithstanding delivery, all goods sold by the Seller to the Purchaser, shall remain the sole property of the Seller until full payment thereof has been received by the Seller.

9. LIQUIDATED DAMAGES

- Mimic Components (Pty) Ltd cannot accept any claims for penalties, liquidated damages and further claims for damages on the part of the purchaser or third parties, i.e. consequential damages / losses.

10. TERMS OF DELIVERY

- All dates of delivery shall be treated as approximate dates only and the Purchaser shall not be entitled to cancel the contract, nor have any claim of whatsoever nature against the Seller arising or flowing from delays in delivery howsoever caused, save where the parties have agreed in writing to the contrary. The Seller has the right to effect part deliveries.

11. PRICE VARIATION

- Any variation in custom and excise duty, can result in a price adjustment which will be for the Purchaser's account.
- *Rates of Exchange Variation:* We reserve the right to adjust our prices if the rate/s applicable on the date of invoice deviates from the rates ruling at date of order by more than 0.5% irrespective of the rate of exchange applied to the payment made by us for our Overseas Suppliers. The Seller is under no obligation whatsoever to submit to the Purchaser any other proof than that of the Official Bank Rate on the date of the invoice applied to the adjustment invoice..

12. DELIVERY

- The Purchaser shall bear all postage, freight and insurance costs incurred in delivery of goods if not delivered by the seller's transport.
- Material dispatched by a registered carrier will be for the Purchaser's account unless agreed in writing. The carrier's receipt will be deemed full and final proof of delivery.
- Complaints regarding damaged material or short supplied items will only be considered if made within 24 hours of receipt of goods and communicated to the fax number stated overleaf.

13. RETURN OF GOODS PURCHASED

- Goods must be returned within 7 days of receipt thereof. If correctly supplied in terms of the Purchaser's order, agreement must be obtained from our company for the return of goods and a 15% handling charge will be levied on such returns. We reserve the right to refund the balance of the purchase price or to credit against the Purchaser's account against future orders. Goods imported or manufactured specifically against a Purchaser's order will not be accepted for return and the full amount of the purchase price will be due. Non-standard products manufactured for the Purchaser on his instructions will not be accepted for return unless it can be shown that the goods do not conform to agreed specifications.

14. PROPRIETARY GOODS

- Any and all rights of propriety nature related to the goods are the property of the seller and/or its supplier and the purchaser shall not in any way whatsoever use such rights without written consent of the seller.

All prices shown are excluding VAT.

Mimic Components (Pty) Ltd reserve the right to change prices without prior notice.