

General Information & Conditions of Sale



Pressure and Temperature Instrumentation

General Conditions of Sale

1. Quotations are subject to confirmation by WIKA Instruments (Pty) Ltd. (the Seller) after receipt of notification that they are acceptable. Every effort will be made to keep quotations open as long as possible, but they are subject to alteration without notice.
2. The acceptance of each order includes the acceptance of the following terms and conditions.
3. Unless otherwise specified, packing in accordance with our standard practice is included.
4. All goods are sold Ex Works, Denver, Johannesburg, unless otherwise stated.
5. Claims for shortages must be made immediately upon receipt of goods and no claim for shortage will be recognised unless made within seven days of receipt of the consignment in respect of which a shortage is alleged.
6. In the event of non-delivery of any consignment, whether by rail or road, the Purchaser is urged to notify the Seller thereof in writing within 14 days from the date of receipt by them or by the consignee of a copy of the relevant railway or road consignment note or invoice.
7. The Purchaser shall not return goods for any reason without securing the Seller's prior agreement. A handling fee of 10% of the contract value will be charged.
8. Prices quoted unless otherwise noted are based upon Rates of Exchange, Shipping Freight, Insurance, Duties, Coastal charges and Railages/Cartage ruling at the date of order. Any variation between such rates and those the Seller is called upon to pay will be for the Purchaser's account.
9. Any performance figures given by the Seller are based upon the Seller's experience and are such as the Seller expects to obtain on tests. No liability will, however, be accepted if those figures are not obtained unless the Seller specifically guarantees them under an agreed sum as liquidated damages. The Seller is to be given a reasonable time and opportunity to comply with the terms of any guarantee if the Purchaser may call upon the Seller to pay any sum in respect of such liquidated damages. If the Seller fails so to comply, the Purchaser may reject the goods and the Seller will repay to the Purchaser any sum paid by the Purchaser on account of the contract price thereof.
10. Every endeavour will be made to despatch or ship goods with due promptitude or within the time limits agreed upon, but no responsibility will be accepted for loss or damage caused by non-delivery, delays in delivery or erection if such be due to lock-out, strike, or any combination of workmen, Government or other authorised intervention or control measures, delays in transportation, enemy action or sabotage, riot, insurrection, civil commotion, breakdown of plant or machinery, shortage of materials or labour, fires, explosions, Act of God or any other circumstances beyond the Seller's control.
11. The estimated time of delivery is stated in good faith, but it is not to be deemed a condition of warranty in the contract and the Seller cannot accept cancellation in whole or in part, or variation in any manner on the grounds of delayed delivery or any other reason whatsoever.
12. If for any reason beyond the Seller's control goods cannot be cleared at Port of arrival, all expenses resulting therefrom such as penalties, demurrage, storage charges, etc. shall be for the Purchaser's account.
13. Payment for goods supplied must be effected in accordance with the terms agreed upon. In no case will ownership of the goods pass to the Purchaser until payment has been made in full. If the Purchaser fails to pay for the goods when payment is due, the Seller reserves the right to cancel the purchase and to take possession of the goods. If any extension of the time for payment is taken by the Purchaser, or any variation of the terms of payment are agreed upon after delivery, the foregoing conditions will still apply. The Purchaser will be responsible for the safe custody of goods until payment has been effected.
14. All overdue accounts and extended bills bear interest at prime plus 2% per annum.
15. It is acknowledged that there are no other understandings, agreements, warranties or representations, verbal or written not specified herein and implied guarantees are expressly excluded.

Warranty

In lieu of any warranty, condition or liability implied by law, the Seller's liability for any loss, injury or damage in respect of any defect in or failure of the goods supplied is limited to making good by replacement or repair of defects which under proper use appear therein and arise solely from faulty design, materials or workmanship, within a period of twelve calendar months, after the original goods shall have been despatched by Sellers. At the termination of this period, all liability on the Seller's part ceases provided always that such defective parts are promptly returned free to the Seller. Unless otherwise arranged, the repaired or new parts will be delivered free of charge to the point of delivery.

Information relating to Pressure Equipment Regulations (PER)

The Instruments or Items you have obtained from WIKA Instruments (Pty) Ltd. may be subject to the regulations as stipulated by the Occupational Health and Safety Act (85/1993): Pressure Equipment Regulations (PER), 2009 (Gazette No. 32395 – Regulation 734) as published by the South African Department of Labour and gazetted on July 15th 2009.

If you require more information on PER, you may visit our website (www.wika.co.za) and click on the PER quicklink. Here you will find details of PER, as well as our **Manufacturers Declarations** relating to PER for the products supplied by WIKA Instruments (Pty) Ltd.

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