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CONDITIONS OF SALE

1. These terms and conditions (also available on our website www.npc.co.za) to be read with any credit application, authorised quote, specification sheet, and any code of conduct or company procedure issued by NPC from time to time and shall constitute the contract between the company and the customer.
2. Numbering is for ease of reference. The name NPC refers to any or all of the NPC companies. The term “customer” refers to the company or person with whom NPC has contracted and is considered to be the buyer irrespective of where or to whom the delivery takes place.
3. The language of these conditions of sale is simplified and is to be read in the spirit in which it is intended.
4. All sales of company products and services are subject to these terms and conditions.
5. These conditions of sale take precedence over all other terms and conditions of the customer, and over any other verbal arrangement or written undertaking by NPC.
6. Any order placed by the customer shall be deemed to be acceptance of these conditions of sale.
7. Written quotations are valid for 30 days from date of quotation.
8. Prices are subject to change on a date stipulated by NPC.
9. All product is sold at the ruling price at date of delivery irrespective of any prior quotes or date of order.
10. NPC ruling price takes precedence irrespective of the price printed on the customer order.
11. Prices are quoted Excluding VAT.
12. Should the final destination be further than originally quoted, prices will be adjusted to allow for the additional costs.
13. NPC may supply a product conforming to the same strength class from any of its factories regardless of geographic location without affecting price.
14. NPC may adjust prices to allow for increased distances where a request to change the source of supply comes from the customer.
15. Additional charges will be shown separately on invoices where applicable.
16. NPC will provide the customer with an account number. This number is to be used by the customer when placing orders to ensure that the correct account will be debited and credited when making payment.
17. Payment for all deliveries must be by way of bank deposit or electronic fund transfer.
18. Payment must be made before collection or delivery of the product.
19. Where credit terms have been granted by NPC, payment is to be made in accordance with the agreed terms.
20. When payment is not paid in full on due date, then the customer forfeits any early settlement discounts.
21. Interest on defaulting accounts will be charged in accordance with SA Law and calculated at 2% above the prime overdraft rate as published by Standard bank of SA.
22. Customers will be considered to be in default if they:
 - 22.1. Fail to pay or comply with their credit agreement with NPC.
 - 22.2. Are in or apply for sequestration/liquidation or business rescue.
 - 22.3. Compromise any of their creditors.
 - 22.4. Fail to satisfy any judgement.
23. On default the company will immediately:
 - 23.1. Pursue legal remedy, should that be NPC’s choice of action.
 - 23.2. Suspend or cancel all pending orders and deliveries without notice.
 - 23.3. Claim all monies owing including monies not yet due for payment.
 - 23.4. The customer acknowledges that a certificate of balance signed by any manager of the company shall be prima facie proof of the amount payable by the customer to NPC.
24. Prior to acceptance of order new sites may be inspected to confirm safety and access.
25. For mini-bulk silos Customer to provide level platforms for silo stability.
26. Orders are to be placed at least 72 hours before day of requested delivery.
27. Product may also be collected from NPC premises by agreement.
28. Deliveries will be in accordance with the company’s delivery procedure relating to the product being delivered.
29. The mass of any bulk product will be as registered on NPC’s measuring system or weighbridge.
30. The signed delivery note will be sufficient proof of customer acceptance of the goods.
31. Goods damaged in delivery and deemed not to be acceptable may be returned immediately on the same vehicle subject to the customer endorsing the delivery note to that effect and acknowledged by the driver of the vehicle.
32. Where the damage is not clearly visible or in such a way that the condition could not be determined by a reasonable inspection, customers have 24 hours from time of delivery to advise NPC of goods deemed not to be acceptable.
33. NPC retains the right to decide on the appropriate remedy from a total or partial refund, to replacement.
34. Clearly marked empty paper bags, quantity to be determined by NPC, will be supplied with each bagged cement delivery to enable bags with minor damage to be retained by the customer.



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35. Cancellation of a load during an attempted delivery will attract divert costs based on the additional time and distance as calculated by NPC.
36. In the event where the product is returned to factory the full cartage payment will be charged to the customer.
37. Normal delivery offloading time is one hour whereafter demurrage will apply.
38. Cancellations must be before 16H00 on day preceding delivery or cancellation fee will apply.
39. Failure to meet a delivery deadline by the company does not entitle any withholding of payment or any claim in any form for damages or losses.
40. On delivery requiring "Spreading", fees will apply.
41. When spreading, NPC will supply four mats and one scale, but the rate of spreading remains the responsibility of the customer.
42. The customer must provide a trained valve operator for spreading operations.
43. On bag deliveries a pallet deposit will be charged which is refundable on return of pallet in good condition for usage.
44. The customer shall be responsible for loading of empty pallets on the returning vehicle.
45. Pallets shall be loaded in accordance with the transporters safety standards.
46. Vehicle drivers will accept the pallets as loaded without prejudice to NPC and does not reflect the suitability for re-use.
47. On receipt at factory, pallets will be inspected for suitability for re-use by NPC quality inspectors.
48. Only pallets bearing the NPC markings will be scrutinised for suitability of re-use.
49. Non NPC pallets will be set aside for destruction, which cost will be charged to the customer.
50. Pallets that are deemed suitable for re-use will qualify for a refund passed as a credit to the customer's account.
51. The number of pallets returned may not exceed what has been supplied over the course of 4 (four) months.
52. Pallets that fail the quality inspection will not qualify for a fee refund.
53. Customers will be notified by NPC Sales that the returned pallets have failed.
54. Pallets that fail may be collected by the customer at own cost within seven days whereafter they will be destroyed.
55. The cost of disposing of pallets will be for the customer's account.
56. All NPC product remains the property of NPC until payment in full.
57. Risk passes to the customer on signature of the delivery document as per clause 30.
58. All NPC product is in accordance with the specifications as published on the company specification sheet. All other warranties whether express or implied are excluded.
59. Notwithstanding any representation, on ordering the customer assumes all risk on the suitability, placement, and use of the product ordered.
60. The customer acknowledges that while on company property all relevant laws, regulations, by-laws, and company policy and procedure will be adhered to.
61. The customer acknowledges that the Consumer Protection Act falls outside the jurisdiction of this contract of sale.
62. These conditions of sale are to be read and implemented under the laws of the Republic of South Africa.
63. The customer hereby indemnifies the company against any and all claims that may be made against NPC, Directors, Management, Employees and Agents, arising out of the manufacture, sale, supply, and delivery of product by the company to the customer.
64. Save where the company or its employees have acted wilfully or grossly negligently, the company shall not be liable to the customer for any losses, directly or indirectly, consequentially, contingently, or otherwise.
65. In the event of any act of God, war, rebellion, riot, civil commotion, labour unrest or suspension, fire, accident, machinery or technology malfunction, electricity or water disruptions or shortages, or any other circumstances arising or action taken outside or beyond the reasonable control of the parties hereto preventing them or any of them from performing any obligation or part thereof then performance under this agreement will be suspended until such time as the circumstances permit, and neither party shall have a claim against the other as a result of the delay, provided that the application of this clause shall not affect the liability of either of the parties in respect of any claim, matter or incident which arose or existed prior to the occurrence of such event.
66. No indulgence given by NPC prejudices or waivers the company's right to act or seek remedy in accordance with these terms and conditions.
67. The customer shall be liable for all expenses incurred by the NPC in exercising any rights arising out of any breach of the customers obligations, including legal charges between attorney and client, collection charges, and tracing fees.
68. If any provisions in these conditions of sale become invalid or unenforceable, then it shall be severable from the rest of the terms which shall remain in force.