



## **Global Cables General Terms and Conditions of Sale for Electrical Cables**

### **1. Definitions**

- 1.1. "Agreement" means these terms and conditions, together with the Quote supplied by the Supplier to the Purchaser prior to the explicit or implied acceptance of the Quote.
- 1.2. "Quote" means the proposal provided by the Supplier to the Purchaser, which has been accepted by the Purchaser.
- 1.3. "Quote Date" means the date on which the Supplier issues the Quote to the Purchaser.
- 1.4. "Purchaser" means the individual or entity that has requested a Quote from the Supplier.
- 1.5. "Supplier" means Global Cables (Pty) Ltd.
- 1.6. "Incoterms" means Incoterms©2020 (International Commercial Terms) published by the International Chamber of Commerce.
- 1.7. "Goods" means the electrical cables or other products purchased by the Purchaser from the Supplier as described in the Quote or agreed between the Parties.
- 1.8. "Party" or "Parties" refers to the Purchaser and the Supplier, individually or collectively.
- 1.9. "SEIFSA" means the Steel and Engineering Industries Federation of South Africa.

### **2. Prices and Availability**

- 2.1. All prices are quoted per unit of measure, exclude Value Added Tax (VAT), offloading costs, and any additional charges unless otherwise stated. The quoted price includes delivery to the designated location specified in the Quote but excludes offloading expenses.
- 2.2. All Goods are subject to availability at the time of order confirmation. Items quoted as available from stock are subject to prior sale, and non-stock items may require additional lead times, which will be confirmed upon receipt of the order.

### **3. Price Basis**

- 3.1. Prices quoted are based on metal prices as of the date stated in the Quote, as published by SEIFSA, available upon request. Prices are subject to adjustment for fluctuations in metal and material costs up to one month prior to dispatch. Imported Goods are subject to exchange rate variations.

### **4. Validity**

- 4.1. The Quote is valid for 30 calendar days from the Quote Date unless otherwise specified in the Quote itself.

### **5. Returns Policy**

- 5.1. Cut cables are non-returnable and non-creditable. Non-cut cables may be returned within 30 days of delivery, provided they are in their original condition and packaging, subject to a 10% handling fee based on the total value of the returned Goods.

### **6. Delivery**

- 6.1. The Goods shall be delivered in accordance with the Incoterm and to the place specified in the Quote. If no Incoterm or delivery place is specified, delivery shall be Ex-Works (Incoterms©2020) at the Supplier's premises.
- 6.2. Delivery lead times are estimates based on factory schedules and stock availability at the time of the Quote. Lead times for non-stock items will be confirmed upon order receipt. Time shall not be of the essence of the Agreement.
- 6.3. If the Purchaser cannot accept delivery on the specified date, the Supplier will store the Goods free of charge for two (2) weeks. Thereafter, the Purchaser shall pay a reasonable, mutually agreed storage fee for any further delay caused by the Purchaser.
- 6.4. The Purchaser shall be deemed to have accepted the Goods upon delivery.

### **7. Force Majeure**

- 7.1. Neither Party shall be liable for failure to perform obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, fire, flood, natural disasters, strikes, lock-outs, labour disputes, riots, insurrection, epidemics, pandemics, or war. This includes disruptions caused by the fabricator's raw material providers failing to meet committed volumes or timelines.
- 7.2. The affected Party shall notify the other Party in writing within five (5) business days of the force majeure event. Performance shall be suspended for the duration of the event, and either Party may terminate the Agreement if the event persists for more than 60 days.

## **8. Errors and Omissions**

- 8.1. The Parties acknowledge that errors or omissions may exist in the Quote or Agreement. Such errors or omissions may be corrected by mutual agreement to reflect the Parties' intentions.

## **9. Warranty**

- 9.1. The Supplier warrants that the Goods will comply with the specifications in the Quote and be manufactured from high-grade materials with careful workmanship.
- 9.2. The Supplier shall, at its discretion, repair or replace any Goods that develop defects under normal use within the warranty period, provided the Purchaser notifies the Supplier in writing immediately upon discovery and provides reasonable evidence of the defect (e.g., inspection report).
- 9.3. The warranty period is twelve (12) months from the date of delivery or, if delivery is delayed due to circumstances beyond the Supplier's control, from the date the Goods are ready for dispatch.
- 9.4. Repaired or replaced Goods will be delivered free of charge to the original delivery site. Defective Goods replaced shall become the property of the Supplier.
- 9.5. This warranty is transferable only to the original Purchaser and does not cover consequential losses, direct or indirect, or repairs made without the Supplier's prior written authorization. All liability ceases upon expiration of the warranty period.

## **10. Limitation of Liability**

- 10.1. To the maximum extent permitted by law, neither Party shall be liable to each other for indirect, incidental, special, or consequential damages arising from the sale, use, or performance of the Goods, including but not limited to loss of profits, loss of use, or economic loss.

## **11. Payment Terms**

- 11.1. Unless otherwise specified in the Quote, payment is due before dispatch of the Goods to the nominated delivery address.
- 11.2. Any agreed payment period commences from the invoice date. The Supplier may charge interest on overdue invoices at the prime lending rate of its bank plus 2% until fully paid.
- 11.3. Non-payment may result in suspension of delivery or cancellation of the Agreement at the Supplier's discretion.

## **12. Title and Risk**

- 12.1. Title to the Goods remains with the Supplier until full payment is received. Risk of loss or damage passes to the Purchaser upon delivery.

## **13. Confidentiality**

- 13.1. The Purchaser shall treat all commercial information provided by the Supplier, including prices in the Quote, as confidential and ensure its employees, agents, and subcontractors do the same.

## **14. Governing Law and Jurisdiction**

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of South Africa.
- 14.2. Subject to Clause 15 (Arbitration), any legal proceedings shall be brought in the High Court of South Africa, Johannesburg.

## **15. Arbitration**

- 15.1. Any dispute, claim, or controversy arising from or relating to this Agreement, including any alleged breach, shall be resolved through arbitration in accordance with the rules of the Association of Arbitrators (Southern Africa) in Sandton.
- 15.2. The dispute shall be adjudicated by a single arbitrator mutually agreed upon by the Parties. If no agreement is reached, the Chairman of the Association of Arbitrators (Southern Africa) shall appoint an arbitrator.

## **16. Indemnification**

- 16.1. Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, losses, liabilities, or expenses (including reasonable attorney's fees) arising from their breach of this Agreement or negligent acts or omissions, to the extent permitted by law.

## **17. Amendments and Modifications**

17.1. Any amendments or modifications to this Agreement must be in writing and signed by both Parties to be enforceable.

## **18. Severability**

18.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **19. Entire Agreement**

19.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter.

## **20. Notices**

20.1. All notices under this Agreement shall be in writing and delivered by email, registered mail, or courier to the addresses specified in the Quote or otherwise agreed by the Parties. Notices shall be deemed received upon confirmation of delivery.

GLOBALCABLES