







sales@laserxpress.co.za www.laserxpress.co.za

## **Terms and Conditions**

**TERMS AND CONDITIONS OF SALE** As used below, the word "Equipment" means all equipment, machinery, accessories, attachments, spare or replacement parts, tools, supplies, merchandise or goods that are the subject of the parties' transaction.

**QUOTATIONS.** All quotations are made for immediate acceptance and are subject to withdrawal, change and prior sale of disposition without notice.

ACCEPTANCE. Sale of any equipment by Abel Equipment / Laserxpress is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase equipment or services, or any direction to proceed with engineering procurement, refurbishing, or shipment, will constitute assent to said terms and conditions and a representation that the Buyer is solvent. All new equipment must have a signed off acceptance drawing approved by the customer accompanying an order/payment. Any additional or different terms or conditions set forth in any such communication from the Buyer are hereby objected to by Abel Equipment / Laserxpress and will not be effective or binding unless assented to in a writing signed by an authorized Abel Equipment / Laserxpress representative. If there is any inconsistency between this document and the terms of a purchase order, the terms and conditions of this document will prevail. All equipment must be checked immediately upon receipt of the equipment and accepted to be correct. If not correct, to be returned prior to use immediately.

**PAYMENT.** Unless otherwise stated in writing by Abel Equipment / Laserxpress full payment in RSA Rands is due before shipment and deposits are non refundable.

**TAXES.** Prices are stated in Rands and do not include any VAT, which are in addition to the purchase price and must be paid by the Buyer. All foreign duties and taxes are the responsibility of the Buyer. Unless Buyer furnishes Abel Equipment / Laserxpress with a tax exemption certificate, Buyer will pay to Abel Equipment / Laserxpress any tax on the Equipment or the Equipment's use, however designated, levied or based by any taxing-authority, whenever Abel Equipment / Laserxpress must pay the tax for the Buyer according to applicable law.

**SHIPMENT.** Unless otherwise agreed in writing by Abel Equipment / Laserxpress and Buyer, all crating, skidding, rigging, customs, freight and insurance charges are the responsibility of the Buyer. Unless otherwise stated in Abel Equipment / Laserxpress's invoice or revised invoice, shipment will be F.O.B. Location of Equipment, with all risks of loss and damage passing to the Buyer upon delivery of the Equipment to the common carrier.

DISCLAIMER OF WARRANTIES. USED EQUIPMENT IS SOLD "AS IS" AND ABEL EQUIPMENT / LASERXPRESS NEITHER MAKES NOR ASSUMES ANY WARRANTY, WHETHER STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY EQUIPMENT, NEW OR USED, OR WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF SUCH EQUIPMENT FOR ANY PURPOSE OR ANY OTHER WARRANTIES, UNLESS ABEL EQUIPMENT / LASERXPRESS HAS SO PROVIDED IN WRITING. ABEL EQUIPMENT / LASERXPRESS DOES NOT WARRANT THAT SUCH EQUIPMENT CONFORMS WITH ANY PLANS OR SPECIFICATIONS OF BUYER OR OTHERS OR MEETS ANY REQUIREMENTS OF ANY COUNTRY, FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR ORDINANCES PERTAINING TO SAFETY OR INSURANCE REQUIRMENTS, AND THERE IS NO OBLIGATION OF ABEL EQUIPMENT / LASERXPRESS AS TO CONFORMITY OF THE EQUIPMENT. BUYER'S RESPONSIBILITY AND INDEMNITY. BUYER ACKNOWLEDGES THAT IT WILL BE RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT PURCHASED FROM ABEL EQUIPMENT / LASERXPRESS IS INSTALLED AND OPERATED IN A PROPER AND SAFE MANNER, BUYER ALSO ACKNOWLEDGES THAT IT MAY HAVE TO INSTALL OR CHANGE GUARDS, SAFETIES, WARNINGS OR OTHER COMPONENTS TO ENSURE THAT THE EQUPMENT WILL CONFORM TO ALL LAWS, REGULATIONS, ORDINANCES, CODES, INSURANCE REQUIREMENTS AND INDUSTRY STANDARDS. AS OF THE DATE OF DELIVERY OF THE EQUIPMENT TO THE COMMON CARRIER, BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ABEL EQUIPMENT / LASERXPRESS AND ITS AFFILIATES FROM AND AGAINST ALL SUITS, CLAIMS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF INVESTIGATION), FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ("LOSSES") ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH, THE EQUIPMENT, OTHER THAN LOSSES THAT RESULT FROM CLAIMS ARISING PRIOR TO DELIVERY OF THE EQUIPMENT TO THE COMMON CARRIER. LIMITAITON OF ABEL EQUIPMENT / LASERXPRESS LIABILITY. ABEL EQUIPMENT / LASERXPRESS LIABILITY, WHETER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER, AND UNDER NO CIRCUMSTANCES WILL ABEL EQUIPMENT / LASERXPRESS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ABEL EQUIPMENT / LASERXPRESS'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THE AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. NECESSARY DOCUMENTS AND GOVERNING LAW.