



Terms and Conditions

1. GENERAL

- 1.1 Our Trading hours are Monday to Friday 8.00am – 5.00pm.
- 1.2 Our offices can be reached by either email, our office landline or cellphone number.
- 1.3 All stock remains the property of Procure Supplies and Media (herein referred to as “The Supplier”) until payment is received in full.
- 1.4 All prices are subject to change without prior notice.
- 1.5 All orders are subject to stock availability.

2. PLACING ORDERS

Orders can be placed during our trading hours via telephone or email with a unique order number.

The following process and conditions apply when placing orders:

- 2.1 A complete quotation will initially be issued based on The Customer’s requests.
 - 2.1.1 Quotations may be revoked at any time due to the nature of pricing or/and stock availability.
 - 2.1.2 All quotations are valid for 30 days unless stated otherwise.
 - 2.1.3 Quotations will then be emailed to The Customer for perusal. The exact details regarding quantity and type of goods should be provided to The Supplier when requesting quotations and placing orders. An accurate delivery address and **contact person & number** should also be provided upon placing an order.
- 2.2 For Cash Customers – A written acceptance of quotation should be provided to The Supplier. Proof of payment must then be forwarded to the sales agent. Once full payment reflects in The Supplier’s bank account the order will be processed and dispatched.
- 2.3 For Account Customers – A written acceptance of quotation should be provided to The Supplier. Purchase orders will only be processed when accompanied by an approval from authorized personnel or the designated point of contact with a valid order number or a signed quotation.
- 2.4 Eta delivery of goods will be communicated once the order has been placed as this depends on stock availability.
- 2.5 The onus rests on The Customer regarding the accuracy of all quantities and other particulars furnished to The Supplier in respect of the goods to be supplied.
- 2.6 Any completed order that is cancelled by the Customer after it being dispatched for delivery shall incur a **cancellation fee of 10%** of the total value of the order up to a maximum of R700 excl VAT.
- 2.7 Goods that are ordered and not stocked by us “The Supplier” has a **NON-Return Policy**. The onus rests on “the customer” to provide correct information and or about the product before placing the order.
- 2.8 **Please Note: Due to the ongoing pandemic COVID-19, most supplier pricing are fluctuating on a daily basis.**

3. QUANTITY AND CONDITION OF GOODS

The onus of providing the quantity, quality, type and the condition of the goods supplied at the time of receipt thereof by The Supplier shall at all times remain with The Customer. Any errors in the nature and the extent of the goods delivered must be brought to the attention of the supplier in writing within five days from the date of delivery of such goods.

4. DELIVERY

- 4.1 For cash customers - orders will only be dispatched once proof of payment has been received in full, or otherwise stated.
- 4.2 Orders (*excluding Paper Items*) of R600.00 excl VAT and above qualifies for free delivery within a 30km radius from Cape Town CBD, thereafter a delivery fee of R3.75/km will be charged and or a flat rate agreed upon prior to delivery.
- 4.3 Orders below R600.00 excl VAT will be subjected to a standard delivery fee of R80.00 excl VAT within the Cape Town Area or 30km radius from Cape Town CBD.
- 4.4 Orders that has only reams of paper equal to 40 boxes or less will incur a delivery fee **from a minimum of R85.00ex** dependent on but is not limited to the area, date and quantity of goods and will be advised upon acceptance of the Quotation.
- 4.5 Orders that has reams of paper and other items will incur a delivery fee **from a minimum of R80.00ex**
- 4.6 Delivery fee for the greater Cape Town Area will depend on but is not limited to the area, date and quantity of goods and will be advised upon acceptance of the Quotation.
- 4.7 The Supplier reserves the right to make delivery in whole or in part, notwithstanding the fact the order has been confirmed and accepted without assigning reasons therefore. Goods not delivered will go into a back-order system to be processed when stock is available.
- 4.8 A delivery note/Tax Invoice will be issued for every delivery and it remains the responsibility of The Customer to sign it and warrant that the delivered goods have been checked and are all in order.
- 4.9 Any date and time of delivery provided by The Supplier will always be the closest estimated date & time of delivery.
- 4.10 Whilst the Supplier will endeavor to adhere to stated delivery times as indicated, it accepts no responsibility for any unforeseen failure to do so for any reason whatsoever. The customer shall have no claim for damages (either direct, indirect or co-equal) against the supplier by any reason of any failure to adhere to delivery times indicated by the customer, or any late delivery, incorrect delivery, defective delivery or failure to deliver at all.
- 4.11 Goods required for priority delivery; i.e. Extremely short time period or a set time period typically within the same business day will incur surplus charge on goods ordered however still pending stock availability and or not limited to date and delivery area.
- 4.12 Due to the ongoing pandemic COVID-19, delivery ETA's provided to customers are only estimated. As suppliers are faced with logistical and staffing issues. "Procure Supplies & Media" cannot guarantee goods will be delivered on dates provided for on quotes or via email.**

5. GOODS OUT OF STOCK

All goods listed as being stock items in the quotation are normally available for prompt delivery. In the event of any goods being temporarily out of stock, such goods will be placed on back order for delivery as and when available.

6. THE SUPPLIER'S LIABILITY FOR DAMAGE OR LOSS

Notwithstanding anything to the contrary contained herein, whether expressed or implied, the supplier shall not be liable to for any losses including and not limited to (loss of profit) and/or damages (direct or indirect, Co-equal or otherwise) suffered by the customer (even if such damage is caused by the gross negligence of the supplier or the gross negligence or willful misconduct of the supplier servants, employees, contractors or agents) and the customer hereby indemnifies the supplier against any such claim for damages which may be made against the supplier by any other person whomsoever; not with standing anything to the contrary herein contained, whether expressed or implied, the supplier shall not be liable (to the extent, if any, and to which liability would otherwise be attracted) to meet any claim of the customer in respect of goods found to be defected after delivery unless the customer loges a written claim with the supplier within seven (7) days from the date of delivery of such defective goods and in future event of such written claim being received by the supplier within the seven (7) day period, the supplier shall only eb liable to the customer in so far as replacing such defective goods with alternative goods once the supplier is satisfied that the goods are indeed defective. The supplier shall not be liable under such circumstances to either credit the customer for such defective goods, or be liable for any loss's damages suffered (direct, Indirect or co-equal) by reason of such goods being found defective.

7. RETURN POLICY

Credit for goods will only be considered if:

- 7.1 Goods are in the original unopened packaging.
- 7.2 Goods are returned within 7 days of purchase and accompanied by a copy of the invoice
- 7.3 Good returned after the 7-day period will be subject to a 20 % handling fee of the total value of the invoice pending assessment of goods being returned.
- 7.4 Goods may only be returned for credit with prior authorization from The Supplier

8. C.O.D POLICY

- 8.1 Currently we only accept payments in Cash or by EFT. We regret no cheques accepted.
- 8.2 Upon acceptance on the quotation, payment must be made into The Supplier’s bank account. Once the Customer has supplied proof of payment and the full payment reflects in The Supplier’s bank account the order will be processed and dispatched.

9. ACCOUNT POLICY

- 9.1 For an account application to be considered, Customers need to purchase from The Supplier for 3 consecutive months on a C.O.D basis
- 9.2 Should the Customer have successfully purchased from The Supplier for this 3-month period, The Customer may apply for credit
- 9.3 A credit application will need to be completed by The Customer and permission give to The Supplier to perform an agreed consent to background checks and a credit check where required in order to validate the credit application.
- 9.4 Once the Customer has successfully obtained an account with The Supplier, all goods ordered will become payable within 7/14/30 days from date of invoice or unless otherwise stated.
- 9.5 In the event that an Account Customer fails to make full payment within their allocated time-frame, an admin fee of 10% of the total value of the invoice (up to a maximum of R1200excl) will be incurred. Should their account fall further into arrears, an additional 10% admin fee will be charged (based upon the aforementioned stipulations), up to a maximum cut-off period of 40 days.
- 9.6 If an account falls into arrears past the aforementioned 40-day time period, the account of The Customer shall be frozen until all outstanding monies have been paid over. New orders shall only be allowed once the account has been settled in full.
- 9.7 In the event that The Customer still fails to settle their account after the above-mentioned points have taken effect, The Supplier shall have no option but to place a final ban on The Customer’s account and no new orders shall be entertained.

10. CONSUMER PROTECTION

As a registered company with the CIPC and a responsible and fair supplier of quality goods and services, we are bound by The Consumer Protection Act of South Africa.

The Customer and any relevant parties concerned may refer to the above act should a legitimate and valid claim be made against The Supplier.

For your reference we have provided a link to the Act below:

<http://www.gov.za/documents/consumer-protection-act>

AGREEMENT

I/We, _____ (herein referred to as “The Customer”) have completely read the terms and conditions of Procure Supplies and Media Co (PTY) Ltd (herein referred to as “The Supplier”) and herewith acknowledge that I/We have fully understood and accept the Terms and Conditions without any prejudice or objection.

By Signing this agreement, we are bound to conform to the policies and stipulations laid out in this document.

The Customer: _____ Witness: _____

The Supplier: _____

Signed at _____ on this ____ day of _____ 20__

-----END OF DOCUMENT-----