

Standard Terms & Conditions

DEFINITIONS

“Hexagon” Means Hexagon Packaging (PTY) LTD

“The Client” Means the party to whom tenders, quotations and services are provided to and with whom contracts or sub-contracts are entered into.

VARIATIONS

In the event of variations or suspension of work on the client’s instruction or lack of instruction, Hexagon shall be entitled to increase the contract price by a sum of money to cover extra expenses incurred or sustained by Hexagon as a direct or indirect consequence of such variance or suspension.

ABSENCE OF WARRANTIES

Goods and materials are supplied to the client voestoots without warranty, expressed or implied, against patent and latent defects.

STORAGE CHARGES

Should the client request Hexagon to withhold or postpone collection of goods and in the event of Hexagon agreeing, thereto, then Hexagon shall be entitled to charge, and the client undertakes to pay storage charges to Hexagon at the prevailing rates charged by Hexagon for storage.

LIABILITY

Time quoted for delivery will be subject to Hexagon receiving all necessary information and timeously instructions from the client to commence work and produce without interruption. In all cases whether a time for delivery of goods or services has been quoted or not, the time for a delivery shall be extended by reasonable period if such delay is caused by instructions or lack of instruction from the client, or by industrial dispute, or by reason of suppliers of Hexagon failing to deliver timeously, or any cause whatsoever beyond the reasonable control of Hexagon, unless Hexagon shall first have received reasonable notice of the client’s intension to insist upon adherence to contractual delivery dates. Hexagon accepts no liability under any circumstances. Period or dates or time quoted, is given and intended as an estimate only and Hexagon shall not, under any circumstances, be liable for any loss or damage arising directly or indirectly out of delays.

GENERAL

The onus is on the client to check all goods before acceptance. No claims of any nature will be recognized after acceptance.

REPRESENTATION

No representative, agent or employee is entitled to vary these conditions in absence of written authority from the management of Hexagon.

DAMAGES

Under no circumstances whatsoever shall Hexagon at any time be liable for any claims for direct or consequential damage or loss (including loss of profits) that may be incurred by the client, or any claims of whatsoever nature made by any other person whomsoever for any loss or damage (including but not limited to, consequential damages) suffered by such other person, in connection with or pursuant to any contract concluded with Hexagon or arising out of or related to the use of the goods, storage of goods, transport of goods or materials sold by Hexagon and whether due to delay, defects, negligence or otherwise the client hereby indemnifies and holds harmless Hexagon from and against any claims which may be caused by third parties as contemplated above.

PAYMENT

Payment terms are C.O.D unless otherwise specified. Any application for account will be subject to a credit check with 30 days from statement being the maximum period allowed. Any late payment will be subject to interest at the maximum rate permitted by the usury act of 1968 (as amended). Should a client default, Hexagon holds the right to take legal action against said client, and, as such, all legal costs incurred shall be for the clients account.

DISPUTES

In the event of a dispute or claim arising out of standard trading conditions, or breach, termination, or invalidity thereof, the parties agree to submit the dispute to arbitration of Senior Counsel practicing in South Africa Arbiters' association. Both parties must agree on the choice of arbiter, failing agreement the Bar Council of South Africa must appoint a suitable arbiter.

AUTHORITY FOR ACCEPTANCE

By signature on the face of the invoice and/or proof of delivery (POD) accompanying the goods, the receiver of the goods warrants that he/she is duly authorized by the client to accept the goods and to sign for the receipt thereof. The Client agrees that its signature or signatures of its employees or any person purporting to the request of it on the invoice and/ or POD constitutes sufficient proof of delivery of goods.

DOMICILUM

Then client chooses as its Domicillium Citandi Et Excutandi the address set out on its statement. Hexagon chooses as its Domicillium Citandi Et Excutandi 154 Constantia Ave, Pomona, and Kempton Park.