

# TERMS AND CONDITIONS

It is a specific precondition of this offer that ALL information included with this quote supplied to your company or it' representative in connection with this quotation is Labtronic Confidential Information and may NOT be communicated in any shape manner or form to ANY other organization without our express written authorization.

1. Prices quoted are, current at the time of offer, ex-works Labtronic Port Elizabeth, excluded VAT, and subject to escalation in the event that the SA Rand suffers adverse exchange rate fluctuation during the time between the date of this offer and the date of the purchase of the foreign currency required. Where applicable, the exchange rate involved will appear with the offer price. Customers should advise Labtronic if they want forward cover to be arranged (at extra cost) to guard against price increase due to currency exchange rate fluctuations.
2. All goods/calibration certificates supplied in response to this offer shall remain the property of Labtronic until paid in full, in the event that the goods are repossessed, any cash shortfall between the price quoted and the amount recovered by Labtronic on resale will remain indebted by the customer to Labtronic.
3. An official order number is required. No work will commence without an official order number which must be emailed to [info@labtronic.co.za](mailto:info@labtronic.co.za)
4. Payment terms shall be as quoted on this offer, 30 days from Statement. Pastel Computer Generated Tax Invoices will be emailed.
  - a. The original Tax Invoice will be handed to the person signing on the Job Card/Delivery Note. Labtronic must be notified in writing within 5 working days if the original Tax Invoices was not received, else the understanding will be that you, our customer did receive the original Tax Invoice.
5. A remittance form must be emailed to [info@labtronic.co.za](mailto:info@labtronic.co.za) when account payments are made.
6. Payment date will be taken as the day that the payment is first reflected on Labtronic's bank statement.
7. Late payment and overdue accounts will be charged monthly, at 2.5% and an administration fee of R45-00. The first surcharge will be debited on all accounts not paid by the fifteenth of the month
  - a. Following the normal due date. (Normally 30 days from statement date.) All legal fees incurred to
  - b. recover bad debts on outstanding accounts will be for the customer (your) account

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8. Jurisdiction: All transactions take place in Port Elizabeth and are therefore by agreement subjected to the jurisdiction of the Port Elizabeth Magistrates Court regardless of magnitude or place of final delivery. The delivery courier's signature on Labtronic documentation or the signed Job Card/Delivery note, shall be deemed to be that of a duty authorised agent signing on behalf of the client regardless of who arranged for or paid for the courier service. Deliveries by Labtronic staff to a client's premises outside the Port Elizabeth Magistrate Court District will similarly be deemed to have taken place inside the area of jurisdiction of this court. All legal cost will be for the clients account.
9. Although Labtronic will at all times endeavour to meet the promised delivery dates, Labtronic cannot be held responsible for any consequential cost incurred due to late delivery for any reason.
10. Returns of correctly ordered and delivered items may be arranged, if the item in question is a Normal Stock Item with Labtronic subjected to a 20% handling charge, or if the item is a Special Order Only item.
11. Labtronic does not deliver or collect equipment.
12. **Damage/Breakdowns:** Labtronic is not responsible for any damage or breakages during the transport of ordered or repair items with courier companies. **The onus rests on you the customer to adequately ensure all the items that are transported by courier are FULLY INSURED BY YOUR COMPANY'S OWN INSUREANCE ARRAGEMENTS.**
  - a) **Confidentiality Notice:**
  - b) Please report any risk to impartiality or confidentiality to [labtronic@mweb.co.za](mailto:labtronic@mweb.co.za)
  - c) The customer will be informed in advance, of the information it intends to place in the public domain. Except for the information that the customer makes publicly available, or when agreed between the laboratory and the customer (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and is regarded as confidential.
  - d) When the laboratory is required by law or authorised by contractual agreements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided.
  - e) During ISO/IEC 17025:2017 assessment annually, the assessors might use a calibration certificate issued to your company to verify compliance to ISO/IEC 17025:2017.
  - f) Please inform us if your information cannot be used during an external audit.
  - g) The assessor(s) signed a confidentiality agreement with the accreditation body and may not disclose any confidential information.
  - h) All information and calibration results are retained for a minimum of 10 years.

**Impartiality Notice:** Impartiality is one of the cornerstones of Labtronic and it is of utmost importance in maintaining the trust of our customers that should be expected from an ISO/IEC 17-25 accredited laboratory.

LABTRONIC strongly adheres to the requirement of ISO/IEC 17025:2017 “General requirements for the competence of testing and calibration laboratories” that calibration activities and relationships shall be undertaken impartially, and the maintenance of impartiality is a key priority at all levels within LABTRONIC.

**Complaints:** Please contact us to lodge a complaint when at any stage your requirements were not addressed via e-mail.

Please report any confidentiality and or impartiality breach or any complaints to the following e-mail address [labtronic@mweb.co.za](mailto:labtronic@mweb.co.za) for further investigation.

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