

Standard Terms and Conditions of Sale:

Glossary:

Buyer:	The entity purchasing the products from the Seller.
Carrier:	The company responsible for transporting the products from the Seller to the Buyer.
Confidentiality:	The obligation to keep certain information private and not disclose it to third parties.
Consequential Damages:	Indirect losses that occur as a result of a breach of contract, such as lost profits or business interruption
EPC (Engineering, Procurement, and Construction):	Companies that provide comprehensive services including engineering, procurement of materials, and construction of projects
Force Majeure:	Events beyond the control of the parties that prevent them from fulfilling their contractual obligations, such as natural disasters, war, or strikes
Invoice:	A document issued by the Seller to the Buyer detailing the products sold and the amount due
OEM (Original Equipment Manufacturer):	A company that produces parts and equipment that may be marketed by another manufacturer
Order:	A request by the Buyer to purchase products from the Seller, specifying the quantity, type, and specifications of the products, and is initiated by the Seller receiving payment from the buyer.
Price:	The amount of money required to purchase the products, as specified in the Seller's quotation
Products:	The items being sold by the Seller to the Buyer
Quotation:	A formal statement by the Seller specifying the price and terms of sale for the products
Risk of Loss:	The responsibility for damage or loss of the products during transportation
Seller:	IONX (PTY) Ltd, the company selling the products
Warranty:	A promise by the Seller that the products will meet certain standards of quality and performance
Container Unpacking Fee:	A fee charged for unpacking goods from a container
Storage Fee:	A fee charged for storing goods

Terms & Conditions

1. These Terms and Conditions of Sale ("Terms") apply to all sales of products ("Products") by IONX (PTY) Ltd ("Seller") to the buyer ("Buyer"), unless otherwise agreed in writing
2. All orders are subject to acceptance by Seller. Seller reserves the right to refuse any order, in whole or in part. Orders must be placed in writing and specify the quantity, type, and specifications of the Products based on an order number provided by Seller. Once an order is accepted by Seller, it becomes binding on both parties. Any changes to the order must be agreed upon in writing by both parties.
3. Prices are as specified in Seller's quotation and are subject to change without notice. Payment terms are 100% upfront on invoice, unless otherwise arranged and approved by Seller's management in writing. Late payments may result in delay in shipment and thus a delay is to always be communicated effectively by the buyer should potential delays, in seller receiving payment, be expected based on orders placed, and is the sole responsibility of the buyer. Late payments may be subject to an annual interest rate of Prime + 2% should products not be paid by buyer by the date stipulated on the Sellers invoice provided per order.
4. Delivery dates are estimates only. Seller is not liable for delays in delivery. The Products are covered by Seller's delivery service insurance until Products are delivered to the Buyer. Upon delivery to the buyer, the Buyer is responsible for arranging its own insurance coverage for the Product.
5. The warranty for the Products is as specified in the Seller's warranty document. This document outlines the terms and conditions of the warranty, including the duration and coverage. The Buyer should refer to the warranty document for detailed information.
6. Seller's liability is limited to the replacement or repair of defective Products as stipulated in the Seller's warranty document. Seller is not liable for any indirect, incidental, or consequential damages, unless proven that the product had been the cause of failure and was not due to external or other operating conditions. In such cases, cover will be provided to a limited extent, and details of this cover can be provided upon request.
7. These Terms are governed by the laws of South Africa. Any disputes arising from these Terms will be resolved in the courts of South Africa.
8. Orders may be terminated by the Buyer based on Buyer's timing on cancellation of order and will require Seller's written consent. Buyer may be responsible for costs incurred by Seller due to order changes. Once official orders and 50% Deposit has been received by the Seller, the 50% deposit payment will be charged as a termination fee if termination occurs 7(seven) calendar days after order has been placed. Should the termination occur 30days after official order, 100% of purchase value will be charged as a termination fee.
9. Buyer agrees to keep confidential all information provided by Seller and not to disclose it to any third party without Seller's written consent.
10. Regarding Force Majeure event, Seller is not liable for any failure to perform its contractual obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, labour disputes, natural disasters, pandemics, and governmental actions. In such events, the Seller's obligation to deliver the Products or perform any other contractual duties will be suspended for the duration of the force majeure event. The Seller will notify the Buyer as soon as possible of the occurrence of such an event and will make reasonable efforts to mitigate its effects. Once the force majeure event has ended, the Seller will resume its obligations under the contract.
11. If the Buyer is unable to take delivery of the Products on the agreed delivery date, the Seller will hold the Products in storage. The Buyer will be charged a container unpacking fee of R4000 per container and a storage fee of R100.00 per cubic meter per week or part thereof. Delivery charges will be applied accordingly for delivery to the site as required. The Products will only be released once the payment for the storage period and any applicable delivery charges and any other balance of payment, have been received in full by the Seller. The maximum period in which the batteries may be stored by the seller will be 1 calendar month.