1. SERVICE SPECIFICATION WITH PRICING

Terms and Conditions

1. The terms herein shall form part of and apply to any extensions of this agreement.
2. Unless otherwise specifically stipulated in writing to the contrary by Sanitech, the terms herein shall supersede and prevail over any terms and conditions contained in any documents submitted by the Customer.
3. Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier’s control.
4. The following specific provisions shall apply in the event that the transaction entered into between Sanitech and the Customer is for the hire of goods and services delivered, namely:
4.1. All hire goods shall be delivered to the Customer at the date specified in the contract.
4.2. The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for the hire of the Hire Goods and/or the provision of Services if it becomes necessary to do so.
4.3. Hire Goods shall be charged for in full from the first month of delivery.
5. The Customer shall pay the Rental charges for any Hire Goods and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed in section 3 of this agreement. The Supplier’s prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall be additionally liable.
6. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods.
7. If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest on late payment interest (both before and after judgement) on the amount unpaid at the rate prescribed by law, which interest shall be compounded monthly.
8. The Customer shall pay all sums due to the Supplier under this Contract without set off or deduction, and/or any other withholding of monies.
9. The Customer shall have no Liability for additional damage, loss, liability, claim, interest (both before and after judgment) on the amount paid in respect of the loss of and/or damages suffered by the Supplier as a result of any breach of contract by the Customer in respect of any breach of contract by the Customer in respect of any breach of contract by the Customer.
10. Should the Customer fail to return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier, the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) to recover the Hire Goods.
11. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of the types of Liability.
12. The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.
13. The Supplier shall have no Liability to the Customer if any monies due in respect of the Hire Goods and/or the Services has not been paid in full.
14. Any repairs or replacements of the Hire Goods shall be carried out at the Supplier’s discretion and the Customer shall be liable for the cost of any repairs or replacements of the Hire Goods.
15. The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, interest (both before and after judgment) on the amount paid in respect of the loss of and/or damages suffered by the Supplier as a result of any breach of contract by the Customer.
16. The Customer is responsible for all repairs necessary to Hire Goods during the Hire Period which arise other than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance.
17. The Customer shall be liable for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance.
18. The Supplier may immediately cancel, terminate and/or suspend the Contract and/or any other contract with the Customer; and/or the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) to recover the Hire Goods.
19. The Customer must not return any labels and/or interface with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and safety instructions provided or supplied to the Customer.
20. The Customer undertakes to notify the Supplier in writing of any change of address of its principal place of business and/or registered office where applicable.
21. The Customer shall be responsible for the cost of all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods.
22. The Supplier reserves the right to charge for Hire in any circumstances that prevent Sanitech from being able to collect its equipment until the equipment is collected.
23. Should the Customer fail to return the Hire Goods to the Supplier within 14 days of receiving notice requiring the breach to be remedied; the Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, interest (both before and after judgment) on the amount paid in respect of the loss of and/or damages suffered by the Supplier as a result of any breach of contract by the Customer.
24. The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, interest (both before and after judgment) on the amount paid in respect of the loss of and/or damages suffered by the Supplier as a result of any breach of contract by the Customer.
25. The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, interest (both before and after judgment) on the amount paid in respect of the loss of and/or damages suffered by the Supplier as a result of any breach of contract by the Customer.
26. The Customer undertakes to notify the Supplier in writing of any change of address of its principal place of business and/or registered office where applicable.
27. The Customer and its officials chooses domicilium citandi et executandi in South Africa as its principal place of business and/or registered office where applicable.
28. A certificate issued by Sanitech and signed by a manager, whose authority it is not necessary to prove, shall constitute prima facie (valid on the face thereof) proof of both the indebtedness and the amount of the indebtedness by the Customer to Sanitech and may be used for such purposes in any action or application brought by Sanitech against the Customer, including but not limited to; provisional or summary judgment applications or liquidation proceedings.