



Terms & Conditions of Trade

TERMS AND CONDITIONS OF TRADE

GENERAL

These terms and conditions apply to the sale of goods by Lazlar Hair Products t/a Elchim SA ("Vendor") and all offers made by the Vendor in relation to the Vendor's goods unless varied, amended or cancelled by an officer or duly authorised representative of the Vendor. The Vendee of goods from the Vendor is deemed to have accepted the terms and conditions herein by placing an order with the Vendor. The Vendor agrees to be bound solely by the terms and conditions herein, and further agrees that any Terms and Conditions of purchase that may be incorporated in any order, acceptance of quotation or any other document delivered by the Vendee, shall unless those Terms and Conditions are agreed to in writing by the Vendors authorised representative, have no legal effect. Unless otherwise specified, terms of trade are ex-warehouse.

TERMS

The Vendee's completion of the Credit Account Application shall be deemed an authority for the Vendor to check trade references and other relevant information as the Vendee has indicated on the said form. A credit account will only be considered after all relevant information has been supplied to the Vendor. An application for credit account does not necessarily mean a credit account will be granted. Payment of accounts shall be made within the terms offered by the Vendor. Where credit terms have been extended by the Vendor, the Vendor retains the right to vary or withdraw credit facilities at any time. Payment of credit accounts becomes due either within the time stated on the account application or when the credit limit of the Vendee's credit account is reached. If accounts are overdue they will be placed on hold until fully paid. Amounts not paid within 5 days of due date attract penalties and charges on the overdue amount from the due date of payment until date of settlement. The Vendee shall agree to pay any debt collectors expenses incurred in attempting to recover any such overdue amounts. The Vendor must be notified in writing of any change of address and/or in ownership of the business.

TITLE

Title to the equipment shall pass to the Vendee on payment in full of the invoice price. If the Vendee fails to pay for goods when due or if payment are not fully received by the Vendor, the Vendor shall have the right to recover possession of the goods and/or resell equipment without prejudice of its other rights and for that purpose to enter upon the premises used and occupied by the Vendee or its agents.

PRICES

All prices quoted verbally or written to trade customers are exclusive of Value Added Tax and this, where applicable will be added to the invoice. Prices may be subject to change without notice. Any errors on the invoice or in delivery must be notified to the Vendor within 7 Days of invoice. No credits for overcharges on returned stock shall be accepted outside the terms of this agreement.

RETURNED GOODS

Stock must be returned within 7 days of the Vendor being notified. Credits will only be issued on goods where the Vendor is notified within 7 days of purchase that the goods are faulty and those goods are returned in the original condition with the supplied packaging and accessories. Refunds shall be a credit on account of applicable invoice charge. All goods being returned to the Vendor are to be sent at the Vendee's expense. Warranty goods shall be returned to the customer at the Vendor's expense via the courier of the Vendor's choice. Goods that are non-warranty or are found fault free will be returned to the customer at their expense and there will be a service fee.

WARRANTY

Goods under warranty, repair or replacement, shall be at the Vendor's discretion. The Vendor will not cover under warranty any item that has been mishandled, returned inadequately packed and/or otherwise interfered with by unauthorised personnel. The removal of any serial numbers, factory seals and/or warranty stickers will void warranty. The Vendor will not repair under warranty damage caused by operation outside of designed working and storage environments, power surges, fluctuations and interferences, and other peripheral devices.

Purchasing from Lazlar Hair Products t/a Elchim SA is considered acceptance of these terms.

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telephone +27 (0)11 881 5777 facsimile +27 (0)86 548 9943 email quentin@elchim.co.za

www.elchim.co.za

Lazlar Hair Products cc t/a Elchim South Africa (CK2008/110192/23)

PO Box 783817, Sandton, South Africa, 2146 | 2nd Floor, West Tower, Nelson Mandela Square, Maude Street, Sandton, South Africa, 2196