



Portion 54  
Kookfontein,  
District Meyerton  
P.O. Box 263657  
Three Rivers, 1935  
Gauteng  
South Africa  
Tel: +27 (0)16 428 5130  
Fax: +27 (0)16 428 5146  
E-mail: [info@ocon.co.za](mailto:info@ocon.co.za)  
Web: [www.ocon.co.za](http://www.ocon.co.za)

## CONDITIONS OF SALES AND DELIVERY

**The following shall be the sole terms and conditions upon which Oconbrick Manufacturing (Pty) Ltd. (Ocon) will contract to sell and deliver goods. Ocon shall not be bound by a Purchaser's conditions of purchase unless such have been reduced writing and signing and accepted by a duly authorised representative of Ocon.**

1. Upon delivery or deemed delivery of good to the Purchaser, all risk in and to the goods shall pass to the Purchaser.
2. In the event of Ocon being prevented from any cause beyond its control from supplying goods ordered, which shall be deemed to include shortage of stocks of the goods, then it shall be excused performance during the period for which it is so prevented.
3. All goods sold by Ocon are manufactured to the standards applicable from time to time. Purchasers are required and shall be deemed to have made themselves acquainted with such standards.
4. Ocon shall not be liable to the Purchaser nor to any third person for any loss or damage arising directly or indirectly from any defect whatsoever.
5. Colour variation in clay products is normal and exact matching cannot be guaranteed.
6. Ownership of all goods sold and delivered by Ocon to the Purchasers shall to the extent that they have not been built into a permanent structure, remain with Ocon until the purchase price thereof shall have been paid in full.
7. In the event of the Purchaser failing to pay any amount due to Ocon on due date, then such amount as remains unpaid shall bear interest at the rate equal to the overdraft rate charged by Ocon's bankers to it plus 2% (two percent). Such interest shall be calculated monthly in advance.
8. The Purchaser hereby consents in term of Section 45 of the Magistrate's Court Act to the Jurisdiction of the appropriate Magistrate's Court in respect of any proceedings arising herefrom notwithstanding that such proceedings would otherwise have been beyond the jurisdiction of such Magistrate's Court. However, notwithstanding such consent, Ocon shall be entitled in its sole discretion, and without prejudice, to institute such proceedings in the appropriate High Court.



9. In the event of Ocon instructing its Attorney to collect any amount owing by a Purchaser, the Purchaser shall pay all collection commission and other costs incurred by Ocon with its Attorneys in that regard.
10. The Purchaser acknowledges that during the normal transportation of goods from factory to site, damages and breakages are likely to occur in the case of goods packaged and transported by GRYPHON LOGISTICS. These damages or breakages could be as high as 8% (eight percent) in the case of stock bricks and 5% (five percent) in the case of semi-face bricks, or such percentages as quoted-at the time of sale. It is agreed that the purchaser shall have no claim whatsoever against OCONBRICK whether by way of reduction of the purchase price or otherwise in respect of losses of up to the aforesaid percentages unless OCONBRICK has specifically, in writing, agreed to some lesser percentage of breakages.
11. The Purchaser shall ensure that OCONBRICK has access to the building site and the point of delivery at all times. Failure on the part of the Purchaser in each or any regards shall entitle OCONBRICK to divert the goods, or return them to its premises.

In either event the Purchaser shall, upon demand, pay OCONBRICK's expenses incurred in tendering delivery of the goods