



Terms and Conditions of Sale

1. Definitions

“**Seller**” refers to Nuwave Technologies (Pty) Ltd;

“**Buyer**” refers to the purchasing party;

“**Goods**” refers to the electronic components or related products being sold.

2. Orders and Acceptance

2.1 All orders placed by the Buyer are subject to acceptance by the Seller.

2.2 Order acceptance occurs when the Seller issues a written confirmation.

2.3 Order acceptance is governed by the Terms and Conditions of the Seller.

2.4 Orders may not be cancelled by the Buyer after the Seller accepts the order.

2.5 Orders for NCNR (Non-Cancellable, Non-Returnable) items are final and cannot be modified or canceled once confirmed.

2.6 The Buyer is responsible for verifying the compatibility and suitability of all components for their intended use.

3. Prices and Payment

3.1 Prices are quoted in South African Rands (ZAR) and are exclusive of VAT.

3.2 Payment terms are net 30 days from the date of invoice, unless otherwise agreed in writing.

3.3 Past due balances may be subject to interest charges of 1.5% per month or the maximum allowed by law.

4. Product Availability and Substitutions

4.1 Due to the dynamic nature of component supply chains, availability may change without notice. Components quoted are subject to prior sale.

4.2 Seller may offer substitutions/alternatives for functionally equivalent components if original components are unavailable, subject to Buyer’s approval.

5. Lead Times, Delivery and Risk of Loss

5.1 Lead times provided are estimates only and may be affected by supply chain conditions.

5.2 Estimated delivery dates are not guaranteed and may change due to overseas supplier delays or logistics disruptions.

5.3 Seller shall not be liable for delays beyond its control, including supplier or manufacturer delays.

5.4 Seller will make use of all means to meet the quoted lead times, but assumes no liability for loss or damage from late deliveries or non-performance caused by strikes, logistics and customs delays, accident, fire, manufacturing failures, or any other causes which are beyond our control.

5.4 Delivery is DAP (Delivered at Place) Buyer’s facility unless otherwise agreed under Incoterms® 2020.

5.5 Risk of loss transfers to Buyer upon delivery. Title transfers upon full payment.

6. Returns and RMA (Return Material Authorization)

6.1 No returns are accepted without prior RMA issued by the Seller.

6.2 Returns must be requested within five (5) business days of delivery and received by Seller within fifteen (15) days of RMA issuance.

6.3 Returned items must be in original condition and packaging with traceability intact.

6.4 NCNR items, items damaged after delivery, or opened ESD-sensitive components are not eligible for return.

7. Warranty and Liability

7.1 The Seller passes through manufacturer/authorized distributor warranties, where applicable. The Seller does not independently warrant Goods.

7.2 The Buyer is responsible for ensuring product suitability for intended application.

7.3 The Seller is not liable for incidental, indirect, or consequential damages, including loss of profits, downtime, production delays or costs associated with rework, rectification or remedial actions.

8. Anti-Counterfeit and Traceability

8.1 The Seller sources Goods only from authorized distributors/manufacturers or franchised suppliers.

9. Force Majeure

The Seller shall not be liable for any failure or delay in performance due to circumstances beyond its control, including but not limited to material shortages, product allocations, transportation delays, unforeseen circumstances, acts of God, war, labor disputes, supply chain interruptions, or government regulations.

10. Limitation of Total Liability

10.1 To the fullest extent permitted by law, the Seller shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, costs associated with rework, rectification or remedial actions, or loss of data, arising out of or in connection with the sale, use, or performance of the electronic components, whether in contract, tort (including negligence), strict liability, or otherwise, even if the Distributor has been advised of the possibility of such damages.

10.2 The Seller's total liability for any claim, whether in contract, warranty, tort (including negligence), or otherwise, shall in no event exceed the purchase price paid by the Buyer for the specific components giving rise to the claim.

10.3 The Buyer acknowledges that electronic components may be subject to inherent limitations and assumes all responsibility for ensuring the suitability of the components for their intended application.

11. Governing Law and Disputes

11.1 These Terms are governed by the laws of South Africa.

11.2 All disputes shall be resolved in the courts of The Republic of South Africa, and the Buyer consents to such exclusive jurisdiction.

12. Entire Agreement

These Terms and Conditions of Sale constitute the sole and complete agreement between the Buyer and the Seller regarding the sale of Goods, and supersedes all proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, including any industry custom or past dealing between the parties relating to the sale of Goods.

Effective Date: 31 July 2024

Company Name: Nuwave Technologies (Pty) Ltd

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