
TERMS AND CONDITIONS

RATESC Rates quoted are firm and fast and may only be adjusted by mutual agreement prior to case investigation commencing.

TERMS OF PAYMEN

Unless pre-arranged, payment terms are strictly COD. Cash or Bank Guaranteed Cheques only, upon presentation of invoice and supporting documentation (if documentation is applicable). NOTE: Reports remain the property of E.A.F.S. until full payment is received. Therefore reports may not be used or reproduced in part or in full until such payments are made.

All amounts due in terms of any investigation/s, agreements or contracts shall be payable on the due date indicated in the invoice or proposal or in the case of regular debtor's accounts within 30 (thirty) days of the date of issue of an invoice where that is required. Any amount not paid on the due date shall bear interest at a rate of 2% (two per cent) above the prime overdraft rate charged by First National Bank to its preferred corporate clients, calculated and compounded daily as from the due date until date of payment.

Note: Any costs including but not limited to tracing, traveling, etc. incurred during recovery of outstanding amounts will be for the account of the client.

VALUE ADDED TAX

It is hereby expressly recorded that any Valued Added Tax (VAT) payable in respect of the services rendered in terms of any investigation, agreement or contract shall be for the account of the client and shall be included in the final payment payable in terms of this contract.

CASE ACCEPTANCE

Case acceptance is at the discretion of the management of EAFS. Once a case is accepted, it will be considered active until full and final payment is received. Results of an investigation are deemed confidential and no correspondence will be entered into with any party other than the client at the prescribed consulting rate.

Mutual, offer and acceptance of any case renders the case active and costs levied, are payable with or without an order number. Cancellation of or failure to cancel any appointment/s and/ or investigations by the commissioning party is subject to costs for time invested, communication and expenses incurred, unplanned and other costs notwithstanding.

WAIVER Management of EAFS reserves the right to terminate any investigation should no assistance be forthcoming, insufficient componentry provided, or incorrect or conflicting information be given in an attempt to undermine or mislead the investigations, at this point all costs arising from the terminated investigation becomes immediately payable in full.

DOMICILIUM CITANDI ET EXECUTANDI

The parties hereto respectively choose as their Domicilium. Citandiet. Executandi. for all purposes of, and in connection with any investigation, agreement or contract, the addresses stated in the letter of proposal or report.

LABORATORY, METALLURGICAL AND CHEMICAL REPORTS

These reports and any supporting documentation will be made available for inspection and will be attached to the relevant report, however, EAFS reserves the right to use the information contained therein for future reference.

REPORTS

Reports and any supporting documentation will be supplied once off only and further copies will be subject to the tariff rate as prescribed in our current rate structure.

DISCLAIMER

In no event or circumstance whatsoever, whether or not such event or circumstance might amount to negligence on the part of Enigma Automotive Forensic Services c.c., its members, servants, appointees and/ or agents, shall any of the aforementioned be liable for direct, indirect, special, consequential or other losses or damages resulting from the use of our reports and any supporting documentation and/ or the information and opinions contained herein.

Enigma Automotive Forensic Services c.c. reserves the right to supplement or vary the content of our reports and any supporting documentation without notice, which supplementation or variation includes the making of any amendments to or deletion of any of the opinions and information stated therein.

No part of reports or any supporting documentation may be further reproduced or transmitted in any form or by any means whether electronic, mechanical or otherwise for any purpose without the prior and duly signed written permission of Enigma Automotive Forensic Services c.c.

Copyright subsists in our reports and any supporting documentation and is owned by Enigma Automotive Forensic Services c.c., in respect of which all its rights are reserved.

Our reports and any supporting documentation is/are not intended for any use in any judicial or other proceedings or generally for evidence and may not be used as such without the prior and duly signed consent of Enigma Automotive Forensic Services c.c.

CLIENT CALL SHEET

A client call sheet will be presented upon request, upon arrival at the site in question and again upon leaving the site. Time, mileage and activities must be noted and duly signed for, failing which the unsigned call sheet will be accepted without prejudice as correct and therefore costs will be correct as invoiced.

UNPLANNED EXPENSE

Any unplanned expense arising out of the investigation either during and/or after the investigation, pertaining to the investigation, is for the account of the client.

COMPONENTRY

Componentry which are subjects of any investigation which are in EAFS's possession for analysis or examination will be retained for a period of three (3) months and then disposed of unless otherwise instructed in writing.

GENERAL

Receipt and acceptance or use of the relevant report/s and/ or invoice/s constitutes the understanding and acceptance of these terms and conditions without reservation.

Prices quoted in the relevant rate structure are subject to change from time to time without prior notification.

E.A.F.S.c.c. reserves the right to amend or vary these terms and conditions from time to time.

Use of any report/s is subject to acceptance of the important notice and disclaimer of liability at the end of the report, which acceptance shall be automatically deemed to have occurred through any use of this report for whatever purposes.

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