

SALES POLICY

2017



PRODUCTS AND SYSTEMS
FOR ELECTRICAL AND DIGITAL BUILDING INFRASTRUCTURES

INTRODUCTION

It is our aim to offer a first class service to our customers.

The purpose of this document is:

- To clearly define specific conditions and procedures in terms of order processing, deliveries, customer support and associated subjects.
- To provide correct contact details

Any queries can be forwarded to our Customer Service Department and will be answered within the shortest delay possible.

Technical documents, catalogues and brochures are available as downloads on both our local and corporate web site: www.legrand.co.za and www.legrand.com or can be provided by our Customer Service Department.



MAIN CONTACT DETAILS

General phone number : +27 11 444 79 71

General fax number : +27 11 444 79 80

Official office hours:

- Monday to Thursday : 08H00 AM to 17H00 PM
- Friday : 08H00 AM to 16H00 PM

MEET THE TEAM

- **Mr. Kobus Janse Van Rensburg – Internal**
Customer Service Administrator – South Africa
Email: petrus.van-rensburg@legrand.co.za

- **Mr. Hendrick Sebola – Internal**
Customer Service Administrator – South Africa
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- **Mr Daniele Tomirotti – Internal**
Customer Service Manager – Southern Africa
Email: daniele.tomirotti@legrand.co.za
Mobile: +2782 602 1287

- **Mr. Kundwani Mavhungu – Internal**
Customer Service Administrator – Export Sub Saharan Africa
Email: kundwani.mavhungu@legrand.co.za

- **Mr. Brian Ndlozi – External**
Export Manager - DIY & Wholesale
Email: brian.ndlozi@legrand.co.za
Mobile: +27 82 444 36 88

- **Mr. Lochner Kock – External**
Export Manager - Projects
Email: lochner.kock@legrand.co.za
Mobile: +27 82 444 36 88

- **Mr. Brett Stigant – External Western Cape**
Business Developer Western Cape
Email: brett.stigant@legrand.co.za
Mobile: +2782 881 7883

- **Mr. Jayson Gough – External Gauteng**
Business Developer Gauteng – Wholesale and DIY
Email: jayson.gough@legrand.co.za
Mobile: +2782 655 4556

- **Mr. Shavahn FAREED – External Kwazulu-Natal**
Business Developer KZN
Email: shavahn.fareed@legrand.co.za
Mobile: +2783 321 8051

- **Mr. Marc NAIDOO – External Southern Africa**
Projects Manager – Southern Africa
Email: marc.naidoo@legrand.co.za
Mobile: +2782 8777 561

- **Mr. Marius LABUSCHAGNE – Internal Design Office.**
Technical Manager – Southern Africa
Email: marius.labuschagne@legrand.co.za
Mobile: +2782 326 5153

FINANCE & ADMINISTRATION DEPARTMENT

- Miss Vuyiseka Tyilo : Finance Office & Credit Controller
Email: vuyiseka.tyilo@legrand.co.za
Direct phone : +27 11 719 09 61

ORDER PROCESSING

For a purchase order to be accepted and processed, it needs to fulfill the following conditions:

1. Orders to be sent by fax or email to the Customer Service Department.
(*orders@legrand.co.za or +27 11 444 7980*)
2. Clear indication of a valid purchase order number, Legrand product codes, net purchase price and quantities.
3. Name and signature of the person ordering.
4. For orders concerning non-standard goods that need to be imported, a 50% deposit is required.
5. Specific requests for international air freight or parcel service will be charged at actual price. The customer will receive a quotation and after written approval transport will be ordered.

DELIVERY CONDITIONS

★ GAUTENG

1. Goods will be delivered within 48 hours after reception of order.
2. Minimum net order amount **for free delivery** is R3 000.
3. Orders with a net value below R3 000, can be collected by the Client from Legrand's central warehouse.
4. Goods will be ready for collection within 2 hours after reception of order.
5. The customer to communicate in writing the third partie's details for collection to the Customer Service department.
6. Courier services can be organized by Legrand upon request. Delivery time depends on the delivery schedule of the courier company and will be communicated for each individual case. Legrand will charge at actual cost.

★ WESTERN CAPE – EASTERN CAPE – NORTHERN CAPE

PLACING ORDER	SHIPMENT	DELIVERY
Monday and Tuesday	Wednesday	Friday
Wednesday and Thursday	Friday	Monday
Friday	Monday	Wednesday

1. Minimum net order amount **for free delivery** is R5 000.
2. Orders with a net value below R5 000, can be collected by the Client from Legrand's central warehouse.
3. Goods will be ready for collection within 2 hours after reception of order.
4. The customer to communicate in writing the third partie's details for collection to the Customer Service department.
5. Courier services can be organized by Legrand upon request. Delivery time depends on the delivery schedule of the courier company and will be communicated for each individual case. Legrand will charge at actual cost.

★ KWAZULU-NATAL – MPUMALANGA - NORTHERN PROVINCE – NORTH WEST – FREE STATE

PLACING ORDER	SHIPMENT	DELIVERY
Monday	Tuesday	Wednesday
Tuesday and Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday	Monday	Tuesday

1. Minimum net order amount **for free delivery** is R3 500.
2. Orders with a net value below R3 500, can be collected by the Client from Legrand’s central warehouse.
3. Goods will be ready for collection as from 2 hours after reception of order.
4. The customer to communicate in writing the third partie’s details for collection to the Customer Service department.
5. Courier services can be organized by Legrand upon request. Delivery time depends on the delivery schedule of the courier company and will be communicated for each individual case. Legrand will charge at actual cost.

★ NAMIBIA

PLACING ORDER	SHIPMENT	DELIVERY
Monday and Tuesday	Wednesday	Friday
Wednesday and Thursday	Friday	Monday

1. Minimum net order amount **for free delivery** is R15 000.
2. Orders with a net value below R15 000, can be collected by the Client from Legrand’s central warehouse.
3. Goods will be ready for collection within 2 hours after reception of order.
4. Goods have to be collected by the same company that placed the order.
5. Courier services can be organized by Legrand upon request. Delivery time depends on the delivery schedule of the courier company and will be communicated for each individual case. Legrand will charge at actual cost.
6. For goods collected, Legrand will charge VAT according to the South African legislation.
7. For goods delivered by Legrand, a transport company will be appointed. No VAT will be charged.
8. Transport charges will be charged at actual cost which will be communicated for each delivery.
9. Courier services can be organized by Legrand upon request, should an order not meet minimum delivery criteria. Delivery time depends on the Courier Company. As per SARS regulations, Legrand has to control the full shipment process.

★ BOTSWANA

PLACING ORDER	SHIPMENT	DELIVERY
Monday and Tuesday	Wednesday	Friday
Wednesday and Thursday	Friday	Monday

1. Minimum net order amount for **free delivery** is R15 000.
2. Orders between R 2 500.00 – R 15 000.00 a flat fee of R 425.00 will be invoiced.
3. Orders with a net value below R15 000, can also be collected by the Client from Legrand's central warehouse.
4. Goods will be ready for collection within 2 hours after reception of order.
5. Goods have to be collected by the same company that placed the order.
6. Courier services can be organized by Legrand upon request. Delivery time depends on the delivery schedule of the courier company and will be communicated for each individual case. Legrand will charge at actual cost.
7. For goods collected, Legrand will charge VAT according to the South African legislation.
8. For goods delivered by Legrand, a transport company will be appointed. No VAT will be charged.
9. Transport charges will be charged at actual cost which will be communicated for each delivery.
10. Courier services can be organized by Legrand upon request, should an order not meet minimum delivery criteria. Delivery time depends on the Courier Company. As per SARS regulations, Legrand has to control the full shipment process

RETURN OF GOODS

CONDITIONS

1. Return of goods will only be accepted after written approval by Legrand.
 - a. a 15% handling fee will be applied on all returned goods, with the exception of "faulty" "damaged" or "incorrectly supplied by Legrand".
2. In the event of a replacement order of the same value for items requested for return, the 15% handling fee will be waived if the replacement order is of the same value.
3. Return of goods is subject to the following conditions
 - a. Within 60 days of invoice date.
 - b. Goods and packing must be in original and re-saleable condition
 - c. Standard stock products. All MTO (made to order products) will not be accepted.
 - d. Faulty/Warranty items will be replaced and sent to the Customer at the cost of Legrand. Warranty and damaged claims are limited to either the replacement of the same or similar product. If the product is not available anymore, a credit will be passed.
 - e. Replacement orders need to be the same value or more than the requested credit (this excludes credit requests on discounted products and/or specials)

PROCEDURE

The following procedure applies in order to facilitate a return of goods:

1. The customer will send a written request to the Customer Service Department, indicating product code, quantities and reason for the return.
2. After approval, an application form will be sent to the customer.
3. The customer will return the application form, signed and indicating full name.
4. The customer will be in charge for organizing transport to the Legrand central warehouse and will bear all related expenses.
5. Legrand will issue a credit memo after goods have been received and inspected to ensure the goods and packing is in original and re-saleable condition.
6. Returned goods not applying to the above mentioned conditions will be refused. In such case, the customer will be in charge to pick up the goods from the Legrand central warehouse within 2 weeks.
7. Claims for short supplied or damaged goods must be sent to the Customer Service Department within 48 hours from delivery date.
8. Claims received after 48 Hours from delivery date will not be accepted.

WARRANTY

- Legrand products carry a standard warranty period of 2 years from the date of sale against defects in material and workmanship. The warranty is limited to either the replacement of the same or similar product. Legrand's obligations in terms of warranty are in substitution of all other obligations on it in respect of any defect of any product. The customer shall have no claim in respect of any defect, including claims for consequential losses other than in terms of the warranty.

PAYMENTS

1. Invoices are payable 30 days from date of invoice or as agreed upon otherwise in writing.
2. For payments that have passed the due date, Legrand will add interest. The interest rate will not exceed the maximum rate as per South African legislation.
3. For Cash on Delivery sales, a cash deposit or electronic bank transfer will be accepted. The customer is required to send proof of payment and once the payment reflects in our bank account and confirmed, the goods will be dispatched.
4. It is the Legrand corporate policy to have credit insurance on all debtors. A credit limit is allocated by our credit insurers. Each customer will be informed of his credit limit as well as any changes that might occur.

COMPLIANCE

The customer undertakes to comply with all laws and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by France, the United States, the European Union or any other applicable national legislation (“embargoes”), and to obtain all licences, shipping documents and authorizations required for the resale, export or re-export of the supplier’s products;

Accordingly, the customer undertakes not to:

export or re-export the products covered by this application, to a banned country, or one which is subject to restrictions, without having obtained all necessary authorizations from French, European or American authorities or those of any other country that imposes export control; supply the products covered by this application, to parties, organizations or entities subject to restrictions by France, the European Union or any other country, nor to parties, organizations or entities where there are reasons to believe that they fail to fully comply with the applicable national or international regulations; export or re-export the products covered by this application, for the purpose of using them in sectors that are banned or subject to restrictions by virtue of laws and regulations on embargoes (such as military and defense sectors); issue or collect any financial flows without having previously notified and/or obtained the necessary authorizations from the competent national authorities.

The customer alone holds liability, in the capacity of reseller/exporter of the products covered by this application, as regards compliance with its obligations relating to the applicable embargoes, and undertakes to compensate and defend the supplier as regards any claims or proceedings instigated by authorities or third parties on the grounds of breaches of the provisions of this article;

The supplier shall be entitled to audit the customer’s compliance with obligations relating to these matters. The customer shall, in the framework of its sound business relationship with the supplier, supply on request all licenses, notifications or authorizations applied for and obtained, and information on the identity of customers to whom the supplier’s goods are resold, the intended use of the supplier’s goods and the financial institutions used to collect and issue payments. In turn, the supplier shall supply on request any information requested by the customer, in particular any useful commercial documentation;

In the event of the customer breaching any one of its obligations in the audit framework, and failing to remedy this or take positive actions for the purpose of remedying such default within three business days subsequent to receiving written notice to perform the obligation(s), the supplier reserves the right to cancel the order or terminate the relevant application, in all events, without such action creating any liability whatsoever with regard to the buyer or end-user;

When the delivery of the goods, services or documentation requires an export or import permit from certain authorities, or is banned due to legislation on export/import controls, the supplier shall be entitled to suspend its obligations and the customer's rights until the permit has been granted, or for the duration of such restrictions or bans. The supplier shall even be entitled to cancel the order, or terminate the relevant agreement, in all events, without creating any liability whatsoever with regard to the buyer or end-user.

***ALL PRODUCTS ARE SUBJECT TO THE 2017 PRICE LIST WHICH WILL INDICATE IT BEING A STOCK ITEM FOR SOUTH AFRICA & IT’S STANDARDS OR A MADE TO ORDER PRODUCT.**