



Steel and Engineering Industries Federation of Southern Africa
OUR PASSION, YOUR SUCCESS

Terms & Conditions of Sale of Main Agreement Subscriptions

1. Definitions

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

“Buyer” means the organisation or person who buys Goods/Subscription and has accepted these terms

“Main Agreement” means the Metal Industries Main Agreement Handbook and online version to be supplied to the Buyer by the Seller;

“Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

“Seller” means Steel and Engineering Industries Federation of Southern Africa referred to as SEIFSA, 42 Anderson Street, Johannesburg, 2000

“Contract” means SEIFSA a company registered in South Africa with registration number 1949/034221/08 whose registered office is at 42 Anderson Street, Johannesburg, 2000

“Order Acceptance” means confirmation by the Company in writing (by email) that your order has been accepted;

“Subscription” means the subscription to the Metal Industries Main Agreement ordered by the Buyer to be supplied by the Seller pursuant to these Terms;

“Terms” means these terms and conditions and the terms of the Privacy Policy and the Site Terms and Conditions of Use.

1.2 In these Terms

1.2.1 words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders;

1.2.2 headings are for reference only and do not affect the meaning or interpretation of these Terms;

1.2.3 references to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order; and

1.2.4 any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2. Basis of contract

2.1 These Terms shall apply to the sale by the Seller of all Subscriptions purchased by the Buyer via the website, email or telephone and these Terms shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Seller.

2.2 When you complete the order form on the subscription page of the website and click “Pay Now”, or you email or telephone the Seller with details of your order, you are making an offer to take out a Subscription which if accepted by the Seller in accordance with these terms, will result in a binding contract.

3. Payment

3.1 If placing an order on-line your credit card will be debited with the cost of the Subscription when you choose the “Pay Now” option or alternately you may request the Seller to invoice you.

3.2 Subject to clause 3.3 below, the price to be paid by the Buyer is the price displayed on the website at the time when the order is received by the Seller.

3.3 In the event that the Seller discovers an error in the price of the Subscription ordered by the Buyer, the Seller shall notify the Buyer as soon as possible providing the Buyer the option of either reconfirming the order at the correct price or cancelling the order. If the Seller is unable to contact the Buyer for the purposes of this clause 3.3, the order shall be deemed cancelled and where the Buyer has already made payment for the Subscription this shall be refunded in full.

4. Access/Delivery

4.1 Typically, the Seller will commence with the Subscription with the first available issue/publication, immediately after payment has been received.

4.2 Access to the online main agreement, annexures and tables will be available immediately after payment has been received.

4.3 Access is limited to one user or as otherwise agreed with the Seller.

4.4 The Buyer will provide the necessary information to the Seller in respect of its nominated user/s.

4.5 The Buyer undertakes to abide by the Seller's security measures/processes implemented when accessing the subscription.

4.6 Access is limited to the duration of the Subscription.

4.7 The Seller undertakes to deliver a hardcopy of the Main Agreement Handbook via registered mail to the Buyer or via any other means as agreed with the Buyer.

5. Contract cancellation

5.1 This contract will be in force for the duration of the Subscription being 12 months and may not be cancelled for the duration of the Subscription.

6. Risk and title of Subscription

6.1 Ownership of the Subscription shall pass to the Buyer when:

6.1.1 The Seller has received in full and cleared funds all sums due to it in respect of the Subscription; and

7. Warranties and liability

7.1 The Seller makes no representation that any Subscription is appropriate for use or available in other locations. Furthermore any Buyer accessing the website from locations outside of South Africa is responsible for compliance with local laws if and to the extent local laws are applicable.

7.2 Nothing in these Terms excludes or limits the liability of the Seller for death or personal injury caused by the negligence of the Seller or any other liability which may not otherwise be limited or excluded under applicable law.

7.3 Subject to clause 7.2 and notwithstanding this clause 7, the Seller's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Buyer for the Subscription in respect of one incident or series of incidents attributable to the same clause.

7.4 To fullest extent permitted under applicable law any indemnities, warranties, terms and conditions (express or implied) are hereby excluded.

7.5 Subject to clause 7.2 above, the Seller shall not be liable in contract, tort (including limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for any:

7.5.1 economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or

7.5.2 loss of goodwill or reputation; or

7.5.3 special or indirect losses suffered or incurred by that party arising out of or in connection with the provision of any matter under these Terms.

8. Licence and Intellectual Property Rights

8.1 You are permitted to copy or print and download extracts from Subscription for your own use on the following basis:

8.1.1 no documents or related graphics in the Subscription are modified in any way;

8.1.2 no graphics in the Subscription are used separately from accompanying text; and

8.1.3 the Seller's copyright and trade mark notices and this permission notice appear in all copies.

8.2 Unless otherwise stated, the copyright and other intellectual property rights in all material contained on or in the Subscription (including without limitation photographs and graphical images) are owned by the Seller or its licensors. For the purposes of this legal notice, any use of extracts from the Subscription other than in accordance with clause 8.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your Subscription will automatically terminate and you must immediately destroy any copied, downloaded or printed extracts.

8.3 Any rights not expressly granted in these terms are reserved.

9. Miscellaneous provisions

9.1 This Contract shall be governed by the laws of South Africa and any dispute will be resolved exclusively in the courts of South Africa.

9.2 The Seller shall be under no liability for any delay or failure to deliver Subscription or otherwise perform any obligation as specified in these Terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

9.3 If any portion of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms shall not be affected.

9.4 No delay or failure by the Seller to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Seller.

9.5 These Terms including the documents or other sources referred to in these terms and conditions supersede all prior representations undertakings and agreements between the Buyer and the Seller relating to the use of the website (including the order of Subscription) and sets forth the entire agreement and understanding between the Buyer and the Seller.

10 Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

