

Acceptance of each delivery of goods/services shall be taken as an acceptance of these conditions of sale.

1. PRICE

(a) All prices are G.S.T. exclusive.

(b) Freight is payable by the Buyer.

(c) The goods and/or services will be charged and paid for in accordance with the Company's quotation or if no quotation was given, at the current price at the time when the order was made by the Buyer, [provided that the price may be increased by the amount of any increase in any direct or indirect costs (including any charges in exchange rates) of production or delivery between the date of contract and the date of delivery.]

2. PAYMENT

(a) The purchase price for the goods and/or services is payable prior to delivery as defined in Clause 4 (a) of these conditions except where the Company has granted the Buyer a credit account.

(b) Where the Company has granted to the Buyer a credit account, the Buyer shall pay the purchase price without deduction within fourteen days from date of invoice.

(c) Where the Company has granted to the Buyer a credit account the Buyer acknowledges that such credit account will be provided only so long as the Company remains satisfied with the Buyers financial standing and credit-worthiness and the Buyer acknowledges that the Company has the absolute right to cancel the credit at any time before accepting an order and without any notice to the Buyer and to require security for payment or an alternative method of payment.

(d) Penalty interest may be charged on all overdue amounts at the rate of 2% per month calculated daily and charged to the Buyers account. Such interest shall be payable on demand. The charging of interest does not imply the granting of an extension of credit, nor constitute a forbearance to sue for or seek recovery of the overdue amount by any other legal process.

(e) The failure to pay on or by due date for the purchase of goods and services will constitute a default and the Company will be free to immediately exercise any or all of its remedies in respect of such default.

(f) The Buyer shall reimburse the Company for all costs and/or expenses incurred by the Company in instructing a solicitor and/or debt collection agency to recover such amount overdue for payment. Such costs and/or expenses shall bear interest at the rate specified Clause 2 (d) of these conditions from the date upon which they are paid or incurred by the Company up to the date upon which they are reimbursed by the Buyer.

3. CANCELLATION OF ORDERS

(a) Unless a cancellation or variation of an order is accepted and agreed by the Company and is evidenced to the Buyer in writing, the Buyer will be held to its original order for purposes of supply and consequent charging.

(b) Where the Company accepts a cancellation or agrees to vary an order placed by the Buyer, the Buyer agrees to pay to the Company any reasonable cost of prior work performed in satisfying the order including management and office administration charges arising out of such cancellation or variation.

4. RESERVATION OF TITLE

(a) The risk in the goods supplied by the Company to the Buyer shall pass to the Buyer upon delivery which shall be deemed to have occurred as soon as the goods leave the Company's premises and the Company shall not be liable for loss or damage in transit. However, ownership in the goods shall NOT pass until the Buyer has discharged all outstanding indebtedness to the Company whatsoever.

(b) Until payment in full of such indebtedness has been made the Buyer acknowledges and agrees that:

(i) the goods supplied are held by the Buyer as bailee to be sold by it as agent for and on behalf of the Company

(ii) the Buyer shall store the goods supplied in such a way that it is clear that they are the property of the Company

(iii) the Buyer hereby irrevocably gives the Company, its agents and servants leave and licence without the necessity of giving any notice to enter on to or into any premises occupied by the Buyer to search for and remove any of the goods supplied

to the Buyer in which the Company has ownership as aforesaid without in any way being liable to the Buyer or any person or company claiming through the buyer.

The Company shall be entitled to hold goods so repossessed until payment is made, or to resell the goods and recover any deficiency on resale. The Buyer shall be liable for the costs of repossession or enforcement.

(IV) If the goods have been sold or otherwise disposed of by the Buyer prior to payment in full of the outstanding indebtedness of the Buyer then the proceeds of such resale shall be the property of the Company and the Buyer shall hold the same upon trust in an account separate from that used for transactions with third parties, for the Company, and the Buyer shall be accountable to the Company for such proceeds until the purchase price and all other monies owing to the Company shall have been paid in full.

5. LIABILITY

(a) Goods and services are supplied with all conditions, warranties and limitations implied by law and in any written warranty and all other warranties and oral representations are excluded.

(b) In no circumstances whatsoever shall the Company or its employees be liable for consequential loss of any kind.

(c) The Company shall not be liable for any loss or damages whatsoever arising from the Company's failure wholly or in part to perform the contract by reason of:

(i) default by the Company's suppliers and failure by the Company to make arrangements with other suppliers or

(ii) any cause whatsoever beyond the Company's reasonable control.

(d) Unless otherwise contracted, in all cases the liability of the Company is strictly limited to replacing any goods proved to be defective or crediting the Buyer with an amount not exceeding the price charged for the defective goods. The Company accepts no liability for damage caused to its goods by virtue of handling, installation or removal of the goods by any person other than a person authorised by the Company to handle, install or remove the goods. Under no circumstances will the Company be liable for the cost of repairs to the Company's goods effected by any person.

Any claim for defective goods must be made within thirty days of installation and

must be accompanied by all supporting documentation.

Permission to return goods must be obtained from the Company.

(e) The Buyer shall indemnify the Company against any claim by the Buyers employees, agents, contractors, customers, or any other persons in respect of any loss, damage, or Injury arising from the goods.

6. TRADEMARKS, PATENTS AND COPYRIGHT

Any technical information, designs, or knowledge at any time transmitted either orally, in writing or electronically by the Company to the Buyer shall remain the property of the company and shall be considered absolutely confidential by the Buyer who shall not use them for any purpose nor sell, transfer or divulge them in any manner to anyone without the prior written consent of the Company.