

CONDITIONS OF SALE

Delivery

All reasonable efforts shall be made by the Seller to deliver the Goods on the date agreed between the parties but the Seller shall not be responsible for any consequential, indirect or other loss arising as a result of any failure by the Seller to deliver the Goods at any agreed time. Where delivery is to be made during a certain period, the Seller may at its option deliver the goods in installments during that period.

Force Majeure

Should the manufacture or delivery of any of the Goods be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, industrial dispute, shortage of raw materials or fuel or labour, break-down or partial failure of plant or machinery, the late receipt of the Buyer's specification or other necessary information, acts, orders, or regulations of Government, or any other cause whatsoever beyond the complete control of the Seller, then the time for delivery of the Goods shall be extended until the effect of the delaying cause on the manufacture or delivery of the goods has ceased, and neither the Seller nor the Buyer shall be entitled to cancel the contract, nor shall the Buyer be entitled to any compensation for the resultant delay.

Inspection of Goods

The buyer shall inspect the Goods immediately on the arrival thereof and shall within 7 days from receipt of the goods give notice to the Seller of any matter or thing by reason whereof he may allege that the goods are not in accordance with the agreed specification. If the Buyer fails to give such notice the goods shall in all respect be deemed to be in accordance with the agreed specification and the Buyer shall be bound to accept and pay for the same.

Payment

Payment shall become due on the date of delivery of the Goods or otherwise on the date specified in the Seller's invoice. The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of faulty goods or any other alleged breaches of the contract, nor shall the Buyer be entitled to set-off against any amount payable under the contract to the Seller any moneys which are not then presently payable by the Seller or for which the Seller disputes liability.

Until full payment has been received goods supplied will remain the Seller's property. The Seller's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver by the Seller in respect of any breach shall operate as a waiver in respect of any subsequent breach.

The Seller shall be entitled to charge interest on all overdue payments, such interest to be charged at the rate of 3% above the maximum rate of interest charged by the Seller's Bankers on any overdrawn accounts at the time such overdue payments referred to are outstanding.

Default

If the buyer defaults on making any payment on the due date or in meeting any acceptance either under this or any other obligation to the seller, or if the buyer stops payment or calls a meeting of his creditors or becomes insolvent or subject to the bankruptcy laws or being a company goes into liquidation, or has a Receiver/Manager or Official Manager appointed, the Seller may at its option suspend or cancel further deliveries, and the Seller shall have the power under its lien to take over the goods and dispose of same in its own interest without prejudice to any claim it has for damages for any loss resulting from any such re-sale.

Terms, Conditions and Warranties.

Goods offered or sold shall be of merchantable quality and finish and all material shall be supplied in accordance with the customary standards, tolerances, margins and trade practices ruling in the country of manufacture, unless otherwise agreed.

The Seller shall not be liable in respect of any claim of any kind for any injury, loss or damage including loss of profit and consequential loss or damage to the Buyer, or any other person. The Seller shall not be subject to any liability to the Buyer which exceeds liability to replace the goods with equivalent goods provided that in all such cases freight costs and costs of dismantling and re-assembly shall be borne by the Buyer.

The Buyer acknowledges that he has not relied upon any representation made by the Seller or on the Seller's behalf regarding weight, quality, out-turn or arrival of goods.

Any advice, recommendation, information, assistance or service provided by the Seller in relation to Goods sold or manufactured by it in respect of their use or application is given in good faith however any such advice, recommendation, information, assistance or service shall be given and accepted without liability on the part of the Seller and it shall be the responsibility of the Buyer to confirm the accuracy and reliability of the same in the light of the use to which the Buyer makes or intends to make of the Goods.

Jurisdiction

The law applicable to this contract shall be the Law of the State of origin of this contract and the Supreme Court of that State shall have exclusive jurisdiction in all disputes hereunder.