



## CONDITIONS OF SALE

### OWNERSHIP

- 1) The goods shall remain at the risk of the Seller until delivery is complete. Legal title to the goods shall remain with the Seller until payment has been received and cleared in full. The Seller shall be entitled to repossess the goods if the Buyer fails to pay in accordance with the Sales Contract.

### PRICE AND PAYMENT

- 2) The Buyer shall pay the price as set out in the Sales Contract. The Seller may, by giving notice to the Buyer prior to delivery, increase the price of the goods that is due to factors beyond the Seller's control. The Seller may invoice the Buyer for the price of the goods on or at any time after delivery and the Buyer shall pay any invoices in full and cleared funds in accordance with the Purchase Contract terms. The Buyer agrees that the Seller may set off any amounts that are due.

### DELIVERY

- 3) The goods shall be delivered by the date and location as specified in the Purchase Order or by the Buyer prior to delivery, if no location is specified the goods will be delivered to the Buyer's place of business. The Buyer shall use reasonable efforts to unload goods in a justifiable time, the Seller shall have no liability for any delivery delays caused by circumstances beyond the Sellers' control, including but not limited to incorrect delivery details, adverse weather conditions, interruptions, or deviations in shipping.

### ACCEPTANCE

- 4) Upon delivery of goods, you must inspect the goods immediately and identify and inform the Seller in writing of any damage, shortages, or non-conforming material within 14 days. Other than by agreement, we

will only accept returned goods if we are satisfied that those goods are, damaged or non-conforming and if required, have carried out an inspection. Subject to your compliance with this clause and/or our agreement, you may return the goods and we will, as appropriate, repair or replace, or refund the goods or part of them.

We will be under no liability or further obligation in relation to the goods if you fail to provide notice as set above.

### FORCE MAJEURE

- 5) Neither the Seller nor the Buyer shall be liable for any loss or damage caused that is beyond their respective control including but not limited to Acts of God, War, any adverse climate conditions, epidemics, parliamentary and government restrictions, or shipping interruptions.

### TERMINATION

- 6) We can terminate the sale of goods under the contract where:  
You are or become, or in our responsible opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provisions for the relief of insolvent debtors.  
You convene any meeting of your creditors, enter voluntary or compulsory liquidation.

Signed by \_\_\_\_\_

Date \_\_\_\_\_