

Terms and Conditions

1. Definitions of Terms

1.1 For the purpose of this sales order the following expressions shall bear the meanings assigned to them below:

- (a) "Company" means the company who created the invoice;
- (b) "Contract" means the agreement evidenced by this sales order for the sales and purchase of Goods;
- (c) "Goods" means the goods ordered by the Purchaser set out overleaf;
- (d) "Price" means the total price of Goods set out overleaf;
- (e) "Purchaser" means the individual; partnership or company in whose name this order has been made out.

The signatory to the order shall at all times be deemed an authorized signatory of the Purchaser.

1.2 These terms and conditions shall apply to this and every order placed with the Company and to every contract for the sale of goods concluded between the Purchaser and the Company. Any variation of these conditions or any terms and conditions contained in any documents of the Purchaser upon which it may itself purport to order the Goods are inapplicable and are superseded and excluded by these terms and conditions unless accepted in writing by a Director or the Company Secretary for the time being of the Company.

1.3 The signatory to the order shall at all times be deemed an authorized signatory of the Purchaser.

2. Acceptance

2.1 The Purchaser shall be deemed to have accepted the Goods within 7 days from the date of delivery of the Goods.

2.2. Rejection of the Goods must be notified to the Company prior to their return in written form. Goods rejected will not absolve the Purchaser from payment of Goods not returned.

2.3 No claims recognized after 7 days from delivery.

2.4 No returns accepted without authorization from a Company team representative.

3. Payment Terms and Conditions

3.1 Interest will be charged on any invoice remaining unpaid after the Due Date at 10 per cent.

3.2 In the event that any invoice remains unpaid after the Due Date the Purchaser shall pay immediately to the Company not only the invoice but also additionally any other sums owing to the Company, which shall attract interest at a similar rate.

3.3 If the Purchaser fails to pay any invoice by or on the Due Date the Company reserves the right thereafter to suspend or terminate the delivery or collection by the Purchaser of any other goods.

3.4 The Purchaser and the Signatory to this Contract severally warrant that they know of no reason, nor would they do so if they made proper enquiry, why the Purchaser will not be able to pay the Price by the due date.

3.5 There is a 30% Deposit required upon order confirmation.

3.6 The remaining 70% payment terms of the invoice are then due no later than 14 days from Delivery/Invoice date.

3.7 Title of Goods does not pass until payment is received in full.

4. Order Amendment and Cancellation

4.1 Cancellation of an order by the Purchaser will only be accepted if the Company is notified in writing within 7 days of the date of the order and cancellation shall only take effect if acceptance is confirmed in writing by the Company, in which case the Purchaser's obligation to pay the Price shall terminate immediately.

4.2 If cancellation is notified after the 7-day period referred to in clause above, the Company reserved the right to levy a cancellation charge of up to 50% of the Price.

4.3 Cancellation requests can only be accepted in writing.

4.4 All sales are subjected to availability of merchandise and credit approval from the Company or its factor.

5. Delivery

5.1 Subject to the provisions of this clause, the Company shall use its reasonable endeavors to deliver the Goods to the Purchaser on or between the Delivery

Commencement Date and the Delivery Completion Date set out overleaf. However, delivery dates are estimated, and late delivery will not be accepted as a reason for a cancellation of an order.

5.2 All goods shall be shipped at the customer's expense unless otherwise specified on this order or authorized by a Company team representative.