

# TERMS & CONDITIONS OF SALE

## 1. DEFINITIONS

"The Company" means Vulcanising South West Ltd (Inc. Belting Solutions);

"The Customer" means the person, firm, company or corporation purchasing the goods;

"Goods" means the articles or things or any of them described in the order;

"Services" means work done, services supplied, and goods installed whether or not in connection with or incidental to the supply of goods;

"Order" means an offer made by the customer for the manufacture and/or supply to it of goods by the company.

## 2. GENERAL

All quotations are made and all orders are accepted by the company subject to the following terms and conditions: -

## 3. DESCRIPTION

All goods are sold subject to reasonable availability to the company of materials. The company reserves the right without notice to substitute materials, components and units other than those specified in the contract. All services are rendered subject to the reasonable availability of personnel. The company reserves the right to sub-contract the fulfilment of any contract (either as a whole or in part). All specifications and drawings, all particulars of weights and dimensions and all forwarding specifications issued by the company are approximate only and do not form part of any contract.

## 4. ORDERS

(a) the company reserves the right to refuse any order.

(b) all orders must be accompanied by sufficient information to enable the company to proceed with the order.

(c) the customer shall inspect the goods or services immediately on their delivery or execution and shall within 14 days give notice in writing to the company of any matter or thing by reason of which the customer believes that the goods or services have not been delivered or executed in accordance with the Terms of the Contract. If the customer fails to give such notice, the goods or services shall in all respects be deemed to have been provided in accordance with the contract and the customer shall be bound to accept and pay for the goods or services in accordance with Clause 7 below.

## 5. DELIVERY

The mode of delivery shall be at the company's discretion. The cost of delivery shall be payable by the customer unless agreement is reached to the contrary. The company shall insure the goods against loss or damage in transit on behalf of the customer and at the customer's cost. Any times quoted for delivery are to be treated as estimates only and the company shall not be liable in any manner whatsoever for failure to deliver within such quoted time.

## 6. PRICE VARIATION

All goods are sold at prices ruling at the date of delivery and all services are rendered at the prices ruling at the date of execution. These may vary from those originally quoted.

## 7. PAYMENT

Unless otherwise agreed, payment for goods delivered or services received shall be made by end of month following invoice date.

## 8. RETENTION OF TITLE

(i) the goods shall remain the property of the company until payment in full by the customer of the price has been made.

(ii) until such payment in full has been made:

(a) the customer shall as fiduciary owner only on behalf of the company keep the goods separate from all other goods in his possession in such a manner that they shall be clearly identifiable as the company's goods;

(b) the customer shall on the company's request promptly inform the company of the goods whereabouts;

(c) the customer shall upon the company's request deliver up the goods to the company at the company's place of business and at the customer's expense;

(iii) notwithstanding that the property in the goods has not passed to the customer, the company reserves the right to sue for the price of such goods.

## 9. DEFECTIVE GOODS

(a) the company's liabilities in respect of any defect in or failure of goods manufactured or services supplied by the company or for any loss or damage consequential or otherwise is limited to replacement of the goods or rectification of the services which the customer proves are defective and being a defect which under proper use or conditions of storage arises solely from faulty materials used by the company or defective workmanship of the company and which appears within a period of 3 calendar months after the goods or services found to be defective shall have been delivered or supplied to the customer provided the goods or services have been accepted by the customer and paid for. The company shall at its option give the customer a credit in respect of the goods or services found to be defective to the full price paid by the customer.

(b) within 48 hours of the customer discovering the defect in the goods or services the customer shall give to the company notice in writing of such defect(s), so as to enable the claim to be investigated at the earliest possible moment. The customer shall if requested by the company permit the company through its employees, servants or agents to have access to the goods claimed to be defective in order that the company may examine the goods and ascertain whether the customer's claims that they are defective or have been defectively installed are justified. No liability shall attach to the company hereunder unless and until the procedure laid down in the Clause has been carried out.

(c) in all cases unless otherwise agreed in writing the goods deemed to be defective in accordance with sub-clause (b) above shall be returned immediately by the customer, carriage paid, to the company's works and shall become the property of the company. The replacement goods shall be redelivered to the customer by the company free of charge.

(d) in the case of goods supplied but not manufactured by the company, the company's sole responsibility shall be to give to the customer the same warranty as is given to the company by a supplier or sub-contractor provided that the company shall not be called upon to bear any liability or expense greater than the amount recovered from the supplier or sub-contractor.

(e) in all cases of services found to have been defectively rendered, unless otherwise agreed in writing, the company shall as diligently as possible attend to rectification of the services as rendered but not so as to place any obligation upon the company to perform any services substantially different either by their nature or by their extent from those originally contracted to be performed.