



Terms and Conditions of Sale

- a) The Buyer shall be liable to the seller for interest on all overdue amounts, at a rate equivalent to the maximum ruling commercial overdraft per annum on the overdue amount from due date to date of payment calculated and payable monthly in advance, and if the said interest is not paid as aforesaid the same shall be added to the whole amount due, and the whole amount shall from the principle debt, bear interest as aforesaid.
- b) The Buyer chooses as its domicillium citandi et excutadi for all purposes, in the case of a registered company – as its registered office as registered in the office as registered in the office of the Registrar of Companies at the date when action is instituted and in the case of an individual or partnership the business address of such individual or partnership as reflected on the face hereof.
- c) Credit facilities and payment terms may be drawn by the Seller with prior notice of three working days and the extent and /nature of such facilities and payment terms shall at all times be subject to the terms agreed upon.
- d) In the event of the Seller engaging the services of the advocate to collect from the Purchaser any amount which has fallen due to it by the Seller, then in that event, the Applicant shall be liable to the Seller then, in that event, the Purchaser shall be liable to the Seller for all legal costs and charges incurred by the Seller, including collection commission and all attorney and client charges which would otherwise be paid by the Seller.
- e) The Buyer agrees that it shall be bound by the trading terms and conditions in all contractual transactions between itself and the Seller and/or its trading divisions or any of its subsidiaries and/or any partner in which the Seller has a financial interest whether direct or indirect.
- f) The contract price is strict and is not subject to any discount unless specifically agreed.
- g) Any latitude or extension of time, which may be allowed by the Seller to the Applicant, in respect of any payment of any matter of things which the Purchaser is bound to perform or observe, shall not under any circumstances, be deemed to waiver any of the Seller's rights at any time without notice to require strict and punctual compliance with each and every provision or term hereof.
- h) Notwithstanding the reservation of ownership, the risk in the goods shall pass to the purchaser upon delivery.
- i) No goods may be returned for credit, unless the supplier has authorised the return.
- j) Where payment is returned as unpaid from the bank, the full amount of the account will become payable in cash, and due at the instance.
- k) No waiver, alteration or modification of any terms and conditions set out herein shall be binding upon the company unless contained writing and signed by the authorized officer.