

Robertson

MANUFACTURING LTD

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE AND LIMITS OF CONTRACT

No order will be accepted except upon these Conditions. Any terms and conditions proffered by the Customer are hereby excluded. Any order placed by a Customer whether in writing, verbally, by telex or telegram shall be deemed to constitute an offer by the Customer to enter into a contract upon these Conditions of Sale which shall be deemed to have been accepted by the Company when the Company dispatches the Goods or an invoice.

2. QUOTATIONS, PRICES, DRAWINGS AND SPECIFICATIONS

- a) Any quotation given by the Company is open for acceptance within the time stated or if no time is stated within 30 days. Any quotation may be withdrawn before being accepted.
- b) Prices quoted by the Company are based on costs to the Company of materials, components, labour, freight, insurance, sales taxes, duties, levies and rates of exchange ruling at the date of quotation, unless specifically stated to the contrary. Any alteration in the Company's costs owing to a variation in any of the aforementioned items or modification of the contract or the unavailability of materials, components, labour, or transport necessary to perform the contract shall be to the Customer's account and the contract price shall in case be increased or reduced accordingly.
- c) Except as stated in the Company's current price list or as otherwise specifically agreed in writing the price does not include the cost of transportation to the Customer's premises.
- d) Unless stated otherwise all quoted specifications, blueprints, illustrations, drawings, dimensions, quantities and samples and other descriptive matters are approximate only and any quoted performance figures are based on experience and are not guaranteed.

3. PASSING OF PROPERTY

- a) Goods shall remain the property of the Company until the whole of the contract price and all other amounts owing on any account whatsoever by the Customer to the Company have been paid in full and the Customer shall be responsible for and shall indemnify the Company against all loss of or damage to the goods from whatsoever cause occurring. In the event that the Customer sells goods the property in which has not passed to the Customer but is deemed thereby to have given a good title to the purchaser, the following terms shall apply:
 - (1) All moneys received by the Customer from such sale shall be held in trust for the Company absolutely and shall be placed to the credit of a separate bank account and until property in the goods has passed to the Customer in accordance with these Conditions such moneys shall not be withdrawn or charged.

- (2) The Customer shall take such action, steps or proceedings arising out of any such sale as the Company may consider appropriate for the recovery of any sums due to the Customer in respect of any such sale.

- b) The Company is irrevocably authorized to enter upon any premises where the goods are situated and take possession of and remove the goods at the Customer's expense:

- (1) At any time after the purchase price (or any part thereof) has become due and has not been received in full.

- (2) If the purchase price has not been received in full (whether or not the purchase price has become due) upon the appointment of a receiver of the whole or any part of the Customer's undertaking or upon the Customer entering into liquidation or upon the Customer compounding with its creditors or taking or suffering any similar action in consequence of debt.

4. DELIVERY AND RISK

- a) The Company shall not be liable for any delay in delivery of the goods on account of fire, strikes, riots, acts of civil or military authorities, shortage of materials or any other cause whatsoever beyond the Company's reasonable control.
- b) Risk to the goods shall pass to the Customer as soon as the goods are delivered to the Customer. Unless otherwise agreed in writing the goods shall be deemed to have been delivered to the Customer when possession of the goods is given to the Customer or to a third party for transportation to the Customer or its agent. Unless otherwise agreed it shall be the Customer's responsibility to insure the goods once risk has passed to the Customer.

5. LOSS OR DAMAGE IN TRANSIT

In each where delivery of the goods has not been deemed to have been made to the Customer no liability will be accepted by the Company for loss or damage to the goods in transit unless notification is received by the Company in writing within 14 days of delivery or anticipated delivery and in any event no liability will be accepted for loss or damage occurring after the goods have been delivered to the Customer.

6. TERMS OF PAYMENT

- a) Where no other terms of payment have been specifically agreed in writing the Company's terms of payment are nett cash, payment in full to be made by the 20th of the month following receipt of invoice. No discount or allowance will be made unless specifically stated and agreed by the Company in writing. Interest will be charged on all outstanding accounts at the rate of two (2) per cent per month.
- b) In the event of the Customer failing to comply with the Company's terms of payment the Company reserves the right to

cancel any contract without prejudice to the Company's rights to recover any moneys then owing to the Company by the Customer.

- c) Notwithstanding that the Company may have agreed a date for dispatch of the Goods, if payment has not been made in accordance with (a) above or if the agreed payment method has not been complied with by the Customer, the Company shall not be obliged to dispatch the goods until payment has been made or the agreed arrangement for payment carried out.

7. WARRANTIES

- a) The Company does not give any warranty for goods manufactured by a person other than the Company, but the Company will, to the extent permitted by law, pass on to the Company any warranty provided by the relevant manufacturer.
- b) Unless otherwise agreed or required by law, no warranty is given for used or second hand goods which are purchased by the Customer "as is where is".
- c) Except for any warranty given pursuant to (b):
 - (1) The Company shall not be liable for any way whatsoever to the Customer.
 - (2) The Company shall not be liable in any circumstances for consequential loss of any kind.
 - (3) The Company shall not be liable for any damage to anything arising from the goods or any defect in them or use made of them and the Customer shall indemnify the Company against any claim in respect thereof.
 - (4) All conditions, representations, warranties or undertakings in connection with the goods whether implied by the Sale of Goods Act 1908 or any amendment or reenactment thereof or by any other statute or by common law, custom or for any reason whatsoever and whether as to quality, condition, fitness for the use or otherwise whatsoever are hereby excluded provided that if by reason of law the Customer has any claim for damages against the Company (it being the intention that no such damages may be recovered) the same shall be limited to the lesser of the cost of the defective goods or the damage actually suffered (determined in accordance with the rules of common law).

8. ARBITRATION

In the case of any dispute or difference arising between the Company and the Customer as to the construction of any contract for the sale of goods by the Company to the Customer or the rights, duties or obligations of either party thereunder or any matter arising out of or concerning the same, every such dispute or matter in difference shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1908.