

NATIONAL WELDING SUPPLIES P/L

GENERAL TERMS & CONDITIONS

GENERAL: Any order placed by a Buyer is deemed to be an order incorporating these Terms & Conditions notwithstanding any inconsistencies which may be introduced in the Buyer's order or acceptance unless expressly agreed to by the Company in writing.

DESCRIPTION: The description herein before given of the goods has been given by way of identification thereof only and the use of such description shall not constitute this contract a sale by description.

PRICES: All quotations are subject to withdrawal or variation by the Company at any given time prior to acceptance of an order. No order given to the Company based upon a quotation shall be binding upon the Company until acceptance in writing. Prices quoted are based on the current cost of production and are subject to amendment on or after acceptance to meet any rise or fall in costs which shall be to the Buyer's account. Price adjustment shall be calculated by adjusting the full contract price by 1.2 per cent for each \$1.00 of variation in the cost of goods & materials and 1.20 per cent for each \$1.00 of variation in the cost of staff & labour. All prices quoted are exclusive of sales tax and unless otherwise agreed in writing are F.O.B the Company's works or factory.

TERMS: Prompt net cash within 30 days for Account Buyers and C.O.D for non-account buyers from date of delivery of account or invoice to the buyer. Overdue account will be charged full invoice plus 15% interest charge, legal and debt recovery fee completely. Directors guarantee to pay if company doesn't pay.

PACKING: All packing of goods will be charged as an extra to the Buyer's account. Packing costs will be quoted by the Company upon enquiry.

DELIVERY: Any times quoted for delivery are estimated only and the Company shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond the Company's control. The Buyer shall not be relieved of any obligation to accept any or pay for goods for reason of any delivery or dispatch. From the time of delivery to the Buyer or the carrier the risk of any loss or damage to or deterioration of the goods or material to the Company's premises shall be by the Buyer.

RISK: From the time of notification by the Company to the Buyer that goods are ready for delivery, the risk of any loss, damage to our deterioration of the goods from whatsoever cause shall be borne by the Buyer.

INSURANCE: The Company will not effect insurance on any goods, whether in transit or otherwise, unless it received specific instructions by the Buyer in writing in which case the cost of the insurance will be borne by the Buyer.

PERFORMANCE: All figures given by the Company for performance are based on the Company's experience and are intended to be a reasonable estimate of the performance which would be expected upon test. However, except where performance figures are specifically specified guaranteed in writing by the Company, within specified tolerances, the Company accepts no responsibility for failure of any goods to meet stated performance figures, and any statement as to performance figures whether in writing or otherwise, shall not be constituted as a condition, warranty or representation.

SPECIFICATIONS: All illustrations, drawings and specifications supplied with quotations are approximate only, and shall not be regarded as accurate working illustrations, drawings or specifications. All such illustrations, drawings and specifications remain the property of the Company and shall be treated as confidential by the Buyer; they must not be loaned, copied, used or disposed of without the Company's written consent.

INSPECTION: The Buyer shall inspect the goods forthwith after receipt by the Buyer and shall within 14 days after receipt of delivery by the Company to a Transport Contractor ex works give written notice to the Company of any alleged claim for short or wrongful delivery or for any other overt breach of Contract. If the Buyer fails to inspect and give notice within the time stated then the Company shall be deemed to have in all such respects fulfilled the Contract.

IMPLIED CONDITIONS: No conditions or warranty expressed or implied by law and no representations or statements are binding on the Company unless set out in this Contract.

CLAIMS: No claim by the Buyer need to be recognized unless made in writing within 14 days after delivery of the goods to the Buyer. No claim for damage direct or indirect in respect of any goods shall in any case exceed the total invoice price of the goods, in respect of which such damage shall arise. All damage over and above such invoice price shall be borne by the Buyer.

RETURNS: No goods sold and delivered under this Contract may be returned by the Buyer for credit without the Company's express permission in writing.

CANCELLATIONS: Any order accepted by the Company shall be firm and may not be cancelled by the Buyer except by agreement in writing upon terms agreed between the parties including cancellation charges which may be deducted from advance payments.

WARRANTY: The Company warrants that the goods sold by it will be free from defects in material and workmanship under normal use for a period of twelve (12) months after delivery ex-works or factory. This warranty does not cover products, accessories and parts which are not manufactured by the Company and, in that case the Buyer only have the benefit of the Warranty (if any) of the manufacturer thereof. This Warranty does not apply where, in the Company's opinion, a defect has been caused by careless or improper handling, non-adherence to operating instructions or by fair wear and tear. To obtain the benefit of this Warranty, the Buyer shall (unless the Company agrees to the contrary) re-deliver the goods concerned to the Company's works or factory for examination by the Company. If upon examination, the Company considers the goods or any part thereof to be so defective as aforesaid, it will repair or replace the same (at its discretion) and will re-deliver to the Buyer F.O.B the Company's works or factory. No warranty claim will be entertained if repairs have been conducted by anyone other than the Company. Warranty claims should be taken to the manufacturers. National Welding Supplies will not accept any warranty claim other than manufacturer's instructions.

WAIVER: Failure by the Company to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or any rights the Company may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.

PATENTS: Where the Company has followed a design or instruction furnished or given by the Buyer, the Buyer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable through any work required to be done in accordance with those instructions involving an infringement of a Patent, Trademark, Registered Design, Copyright or Common Law Right.

LIEN: In addition to any Lien to which the Company may be statute or otherwise be entitled, the Company shall, in the event of the Buyers insolvency, bankruptcy or winding up, be entitled to a general lien on all property or goods belonging to the Buyer in the Company's possession (although such goods or some of them have been paid for), for the unpaid price of any other goods sold and delivered to the Buyer under this or any other Contract.

LICENCES: All goods are sold and services performed on the understanding that all licenses and permits under all relevant statutes, ordinances, rules and regulations have been obtained by the Buyer.

SUB-CONTRACTING: The Company reserves the right to sub-contract the manufacture and/ or supply any part of the goods quoted or on any materials or services to be supplied.