

TERMS AND CONDITIONS OF SALE

1. Acceptance

Orders are accepted by Larson Industries cc. (hereinafter called "Seller") subject to delivery of goods when available and at the Seller's price ruling at the date of shipment to the purchaser.

2. Transfer of Title

The Seller shall retain title to all products sold hereunder until the purchase price is paid.

3. Payment

The terms of payment are strictly COD unless the client has an up to date account, in which case payment is 30 days nett

4. Interest

Overdue accounts shall bear interest at the prime bank overdraft rate of Larson's bankers plus 2%.

5. Contingencies

In the case of force majeure, or other contingencies beyond the control of the Seller, the Seller may not be held liable for non-compliance with the contract.

6. Delivery

The Purchaser shall upon delivery of the goods be deemed to have acknowledged that the goods are complete and in order, unless any qualification of these statements is noted by the Purchaser on the delivery note or other documents accompanying delivery of the goods.

7. Warranty

The Seller makes no warranty of any kind, expressed or implied, except that the products supplied hereunder shall be of the quality and meet the description or specifications stated herein. The Seller's liability shall be limited to the sales price of the goods furnished hereunder in respect to which damages are claimed. Failure to give written notice of any claim within 14 days from the date of delivery constitutes a waiver by the Purchaser of all claims in respect to such goods. The Purchaser assumes all risks and liabilities resulting from the use of the products.

8. Jurisdiction

The place of jurisdiction shall be Durban and the laws in force there shall apply to all claims arising from this contract.

9. Corrosion

The seller makes no warranty of any kind that the goods sold are suitable for use in harsh or corrosive environments. The Purchaser assumes all risks and liabilities resulting from the use of the products in harsh or corrosive environments.

10. Returns

Orders placed and supplied correctly in accordance with our specifications and returned for credit or refund will be subject to a 25% handling and administration fee. Larson reserves the right to refuse return of any goods correctly supplied. No goods will be considered for return after fourteen days of the sale date.

11. Special orders

We reserve the right to refuse return of specialised items; ordered and correctly supplied in accordance with our specifications.

NOTE

It is recommended that customers possess a copy of the Handling Instructions and/or Fitting Instructions sheet for each of the company's products used. These can be arranged and obtained upon request in writing. All claims against the above mentioned supplied goods, must be made and noted upon receipt of invoice.