

## **Bull's Eye Taxidermy Terms and Conditions**

1.1) "Customer" means the party placing the order with Bull's Eye Taxidermy, the particulars of which are set forth on the reverse side of this document.

1.2) "Bull's Eye" means Bull's Eye Taxidermy.

1.3) "the work" means the work which the customer requires Bull's Eye to perform in accordance with the order aforesaid.

2.) The order will only be deemed to have been accepted by Bull's Eye once a duly authorised representative of Bull's Eye has approved such order.

3.) Bull's Eye will not be obliged to commence with any of the work until the deposit as stated on the order has been paid in full. In the event of the customer cancelling the order for whatever reason, Bull's Eye shall be entitled to retain the full deposit and the customer shall have no claim against Bull's Eye for the repayment of such deposit or any portion thereof. Notwithstanding the aforesaid provision Bull's Eye shall under no circumstances be obliged to accept any purported cancellation of the order by the customer.

4.) The full balance of all amounts due to Bull's Eye in respect of the work performed by Bull's Eye shall immediately become due and payable upon completion of the work. All arrear amounts owing to Bull's Eye by the customer shall bear interest at the rate of 2.5% per month.

5.) The entire risk in respect of all goods delivered by the customer to Bull's Eye shall at all times remain vested in the customer and it is specifically agreed that Bull's Eye will not in any manner whatsoever be liable for any loss of or damages caused to such goods as a result of fire, theft, riots, adverse weather conditions, bacterial or other contamination or any other cause whatsoever. The customer hereby irrevocably indemnifies Bull's Eye against any direct or indirect damages which the customer may suffer as a result of any loss or damages caused to such goods.

6.) In the event of Bull's Eye being unable, for any reason whatsoever to perform the work, Bull's Eye shall be entitled to notify the customer accordingly. In any such event the customer shall not have any claim of any nature whatsoever against Bull's Eye.

7.) In the event of the customer failing to make timeous payment of any outstanding amount owing to Bull's Eye in respect of the work within 60 (sixty) days after having been requested in writing by Bull's Eye in writing to make such payment, Bull's Eye shall be entitled to itself sell such goods delivered by the customer to Bull's Eye in respect of the work. For this purpose, the customer hereby irrevocably authorises Bull's Eye to sell the goods on behalf of the customer.

8.) Unless the customer notifies Bull's Eye in writing of any defect or shortcoming in the work performed by Bull's Eye, within 7 (seven) days from the date on which the customer takes delivery of the goods, it shall be deemed that Bull's Eye has performed the work in a proper manner and to the satisfaction of the customer.

9.) Bull's Eye shall not be liable for any damages of whatsoever nature in the event of Bull's Eye not completing the work within any specific period of time. As regards the completion of the work and delivery of the goods to the customer, it is specifically agreed that the time shall not be of the essence.

10.) In the event of Bull's Eye instituting legal action or incurring any legal costs as a result of the customer's failure to make payment of any amount owing to Bull's Eye or any other breach of these terms and conditions the customer shall be liable to pay Bull's Eye on demand all legal costs as between attorney and own client incurred by Bull's Eye.

11.) For the purpose of the delivery of any notice or legal process arising directly or indirectly from this agreement the customer hereby chooses the address as stated on the order as his/her/its domicilium citandi et executandi.

12.) No indulgence or latitude granted by Bull's Eye in favour of the customer shall in any manner prejudice Bull's Eye rights in terms hereof or be deemed to be waiver or notation of any sort.

13.) This document including the order set forth on the reverse side hereof constitutes the whole of the agreement between the parties and no other terms, warranties or representations, shall be of any force or effect. It is specifically agreed that Bull's Eye does not give any guarantee or warrantee in respect of the work, unless such guarantee or warrantee is recorded in a written document signed by or behalf of both parties.

14.) No amendment, alteration or variation of these terms and conditions, including the order set forth on the side hereof, shall be of any force or effect unless the same is recorded in a written document of both parties.

15.) All prices are inclusive of 15% Vat.

16.) I the undersigned hereby acknowledge that I have in my possession all the necessary documentation of the items overleaf and/or permits which I will freely present upon the request from an official nature conservation body or representative of the governing authority of the country of origin.