

## CONDITIONS OF SALE

### THE CONTRACT

1. This contract contains the entire bargain between us, and in the case of any inconsistency between this contract and any form of contract or order sent by you to us (whatever their respective dates) the terms and conditions of this contract shall prevail.

2. Any point in this contract with which you are not in agreement must be notified to us in writing within one week of the date of this contract.

### PRICE

3. In the event of the cost of production increasing owing to causes beyond our control, the prices at which this order is hereby accepted may be increased on written notice being given by the company. Provided always that in such event the Buyer shall have the option to cancel any balance not already in course of preparation on giving written notice to the company.

### DELIVERY

4. No responsibility is accepted for any delay that may be caused through strikes, lockouts, fire, explosion, accidents or any other causes beyond our control.

### PASSING OF RISK

5. The risk in the goods shall pass to Buyer at the point of delivery, and Seller shall have no responsibility in respect of the safety of the goods thereafter.

### PASSING OF PROPERTY

6. Notwithstanding delivery, the property in the goods shall remain in Seller until Buyer has paid in full therefor. If such payment is overdue in whole or in part, Seller may (without prejudice to any of his other rights) recover or resell the goods or any of them and may enter upon Buyer's premises for that purpose. In any of the goods are incorporated in other goods before such payment, the property in the whole of such other goods shall be and remain with Seller until such payment has been made.

### TARE

7. All cones and Lezzeni tubes remain our property and must be returned to us within a reasonable period of time.

### COMPLAINTS

8. A) Goods shall be examined by the Buyer upon receipt. Any damage or discrepancies must be brought to our notice in writing within seven days of receipt of goods.

b) Complaints regarding the quality of the goods can only be considered if notice thereof is given to us in writing within 30 days from the date of invoice, or in the case of goods exported overseas, within 30 days from the date of arrival of goods at the port of discharge.

c) The Buyer shall notify us in writing of any complaint immediately such complaint becomes apparent and must afford us prompt facilities to see and examine our yarn and/or any faulty merchandise made from it at his premises.

d) No credits will be issued for defective yarns or merchandise returned to us unless the Buyer has followed the procedure laid down in the preceding paragraphs and we have agreed in writing to the return of such yarns, or merchandise.

e) Complaints in respect of alleged faulty goods shall not be a ground for withholding payments by the Buyer of any sum due under this or other contracts with us.

f) In the event of the goods having been processed further by the Buyer (e.g. into fabric or garments) before a complaint is made we shall not be liable for any indirect or consequential loss arising to the Buyer under any contract arising from this contract and in no case will we be liable to the Buyer for any sum in excess of the invoice value of the faulty yarn originating from our deliveries and contained in the affected fabric or garments.

### PAYMENT

9. Time of payment shall be of the essence of the contract. If you fail to make payment on the due date for goods delivered under this or any other contract we may have with you, your right to discount shall be forfeited and you shall pay interest on the unpaid moines at the p.a. rate of 2% over Base Lending Rates from due date. We shall also be entitled to suspend further deliveries under this and /or any such other contract, and if such payment or any part thereof (including interest) shall remain in arrear for 7 days after a written demand shall have been made therefore we shall have the further right to cancel this and/or any such other contract, and in either case without prejudice to any other right we may have. Any concession, latitude or waiver we may allow or have allowed you at any time shall not prevent our subsequently exercising our full rights under this contract. All goods received by us for processing are subject to a general lien not only for the charge thereon but also for the balance of any former amounts due to us from the owner of the goods.

### EXCLUSION

10. Where yarns are sold by us as Clearance, Reject, Sub-Standard, or 2<sup>nd</sup> quality, such yarns are sold by us without condition or warranty express or implied, as to quality or fitness for any purpose whether we know the purpose for which they are bought or not.