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Reg No.: 2002/008356/07 Vat No.: 4950204000

Conditions of sale for BTM (Pty) LTD and Redback products

1. All sales are subject to these conditions. In the event of conflict or inconsistency between these conditions and the Purchaser Conditions of Order or Acceptance, these Conditions shall apply.
2. The issue of a price list does not constitute an offer to supply, and all prices are subject to change without further notice.
3. No guarantee or warranty to our rate or time of delivery is given or applied.
4. Where a purchaser, after acceptance of an order, requests deferred or staggered deliveries, prices may, at our discretion, be adjusted.
5. We will not accept cancellation of an order for any reason when manufacture has already commenced.
6. If the Purchaser is unable to accept, or requests deferment of delivery, we shall be entitled to invoice for payment of the delivery, unless otherwise agreed by us in writing in respect of each case.
7. If our obligations to our customers shall be prevented, hindered or interfered with by any cause whatsoever beyond our reasonable control, we shall be entitled either to suspend or cancel any obligation then unperformed.
8. Payment Terms are strictly 30 days from date of statement. Late payments will attract interest at 2% above First National Bank prime. A certificate from a Director of BTM/REDBACK to the amounts due or any other fact shall be prima facie proof of its contents.
9. If any payments is in arrear, we have the option to suspend further deliveries until payment is received, whether such deliveries from part of the same order or other orders, without prejudice to our other rights.
10. If BTM has any reason in its absolute discretion to be concerned about the credit worthiness of the Customer, the Company shall have the right to suspend and/or withheld deliveries of Products.
11. Unless the Purchaser is able to prove clearly and unambiguously that delivery of the goods has not been made or tendered under the invoice, on no account whatsoever shall the purchaser be entitled to withhold any payments due by the purchaser to BTM under the invoice or statement relating thereto, nor shall the purchaser be entitled to make any deductions or withhold any portion of payment due from the amounts otherwise payable in terms of the invoice on the statement.
12. Ownership of the products sold by us will remain with us until they have been paid for in full. Risk of loss of or damage to or by the products will be passed to the Purchaser on delivery.
13. No goods will be accepted for credit, unless we provide written consent before hand. The Purchaser will in any event be liable for any transport charges incurred.
14. Product advice: Should the purchaser request assistance or advice from a representative of BTM on the application and use of BTM's Products, any such advice given to the Purchaser by BTM or its representative is given in good faith and to the best of BTM's ability. However, under no circumstances will BTM be liable to the Purchaser for damages of whatsoever nature sustained by the Purchaser and/or any third party arising from any advice that may transpire to have been incorrect.
15. Our liability is always limited to the replacement of goods proven to have been faulty when they left our premises. We shall not in any circumstances, including negligence of any damage and breach, be liable for consequential or indirect damages or losses. No guarantee or warranty is given or implied, or representation made, unless specifically stated in writing by us or our authorized representative. Notification must be made to us in writing within fourteen days of manifestation of any defects and samples of such defective products must be returned with the notification. Failing that notification, the Purchaser will have no claim against us what so ever.
16. We accept no liability what so ever for goods that have been subject to any process or alterations after leaving our factory, including modification, refitted or used for a purpose for which they are not intended.

Directors: IG Morris D Carlisle DJ Case

