

2. The contract price recorded within the Schedule hereto may be amended or withdrawn by the Company at any time prior to the Customer acknowledging in writing receipt of acceptance of the terms and conditions stated herein.
3. Unless otherwise stated, all prices recorded herein are exclusive of Goods and Services.
4. The Company reserves the right to revise the contract price prior to the parties formalising acceptance of the terms and conditions of trade.

It is acknowledged by the Customer that the receipt of an order by the Company from the Customer does not constitute acceptance on the part of the Company.

5. It is acknowledged that the contract price recorded herein does not include additional expenses incurred which are necessary due to changes made at the request of the Customer.

It is further acknowledged that the contract price recorded herein has been based on the information supplied by the Customer, and as such is subject to the accuracy of that information.

6. The Company reserves the right to amend the quantum of the contract price in circumstances where the final product to be supplied to the Customer amounts to an alteration or variation which is found to be outside of the specifications on which the original contract price was provided.
7. It is acknowledged as between the parties hereto that the Company will be entitled to invoice the Customer for the provision of additional product and services that are not specifically recorded in the Schedule hereto.

It is acknowledged and agreed that the terms of this agreement shall apply to the provision of additional materials and services provided by the Company to the Customer as if the same had been recorded in the description of materials and services to be provided in the Schedule hereto.

TERMS OF PAYMENT

1. Unless as otherwise specified in the Schedule hereto, it is agreed that payment of the contract price is to be made by the Customer to the Company prior to the delivery and/or supply of any materials and/or services.
2. The Customer shall not be entitled to withhold payment, or to make any deduction or set off from monies owed to the Company without the prior written consent of the Company having been first obtained.
3. The Customer will be required to attend to payment of all invoices issued by the Company (including matters not specifically recorded within the Schedule hereto) on or before the 20th day of the month following the date of the invoice.

PENALTY FOR NON-PAYMENT

- (a) If the Customer fails to pay any amount owing on the due date, or shall commit any other default under this contract, and if such default shall continue for seven days from the date of notification, it is acknowledged as follows:
- (i) The total amount payable to the Company by the Customer (including but not restricted to all costs of enforcement) shall become immediately due and payable, and the Company may enforce payment of the balance of the contract price, together with all other monies and interests, notwithstanding that the date for payment has not arrived.
 - (ii) The Company may, by written notice to the Customer, cancel this contract.
 - (iii) The Company may charge the Customer interest at a rate of 2.5 percent per month, chargeable on a daily basis from the thirtieth day from the date of the original invoice until such time as payment has been made.
 - (iv) In addition to the payment of the contract price and penalty interest payable thereon, the Company will also be entitled to recover from the Customer all costs incurred by the Company as a result of enforcing their rights pursuant to this agreement or at law, including but not restricted to solicitor/client costs, which shall be payable by the Customer to the Company upon demand.
- (b) It is acknowledged that the exercise of any of the rights and/or remedies anticipated herein by the Company shall not release the Customer from performance of their obligations herein.

LIMITATION OF COMPANY'S LIABILITY

- (a) The liability of the Company, whether in contract or in tort, for any loss, damage or injury arising either directly or indirectly from any defect or non-compliance of the materials and/or services supplied, is limited to the replacement or rectification of such defective or non-complying materials or services at the option of the Company.

The Company shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever.

No claim by the Customer, either for damages, or for repudiation of the contract, shall be effective or enforceable unless made in writing and received by the Company within fourteen (14) days after completion of the services.

RESERVATION OF TITLE

- (a) It is acknowledged that title to the materials is reserved to the Company and shall not pass to the Customer until the Customer has paid the full purchase price and such payment has been honoured or cleared to the credit of the account of the Company.

GUARANTEE

- (a) The Guarantor as recorded herein hereby guarantees the payment of all money now due, or at any time or times hereafter to become due and payable to the Company by the said Customer, including but not restricted to the following:
 - (i) The contract price
 - (ii) All other costs resulting from, or in accordance with this agreement.

ENTIRE CONTRACT

The parties hereto acknowledge and agree that the terms and conditions of this agreement shall be incorporated into every contract between the Customer and the Company.

All other terms, unless agreed to in writing are (to the extent permitted by law) excluded.

Any representation, undertaking or warranty made by the Company, or any agent or representative of the Company, unless forming part of this contract or agreed to in writing, is cancelled and withdrawn and shall not form part of the contract as between the Company and the Customer.

AGENCY

Where the contract is entered into by an agent on behalf of the Customer, the agent:

- (a) Warrants that the agent has the authority to act on behalf of and to bind the Customer;
- (b) Indemnifies the Company from and against all losses, costs, expenses, penalties or damages the Company may suffer and incur as a result of or arising out of any breach of the contract by the Customer or by the agent.

CONSUMER GUARANTEES

- (a) In circumstances where the Customer is a “consumer” as defined in the Consumer Guarantees Act 1993 and does not use the materials and services as supplied by the Company for the purposes of a business, then the provisions of this contract which are prohibited by the Consumer Guarantees Act 1993 are deemed to have been deleted from this contract.

- (b) If the Customer is a “consumer” as defined in the Consumer Guarantees Act 1993 but uses the services for the purposes of a business, then the Company and the Customer agree that the provisions of the Consumer Guarantees Act shall not apply and the terms of this contract shall exclusively govern the relationship as between the parties.

WAIVER

All rights, powers and remedies of the Company shall remain in full force notwithstanding any neglect or forbearance of delay and the enforcement thereof.

SIGNED BY THE AUTHORISED REPRESENTATIVE OF

SIGNED BY

who acknowledges that they have read the above terms and conditions and/or have had the content and implication of the same explained to them prior to the receipt of materials and/or services from the Company

SCHEDULE

Goods And/Or Services to be provided to the Customer by the Company

Terms of Payment

Additional Terms of Payment

Customer's Authorised Representative

Legal Description and Address of Guarantor(s)