

SUPERSAWS LIMITED

TERMS AND CONDITIONS OF SALE

1. Terms of Payment

- (a) The terms of payment are strictly nett on collection or delivery of goods, unless otherwise previously arranged in writing.
- (b) Where credit terms have been approved by Supersaws Ltd payment is due by the 20th day of the month following the date of the invoice.
- (c) If the buyer fails to make payment to Supersaws Ltd by the due date interest may be payable, at the option of Supersaws Ltd, at the rate of twenty (20) per cent per annum on any sum overdue until the date of actual payment.

2. Credits – No goods will be accepted for credit unless returned in good saleable condition in manufacturers/suppliers original containers, unsoiled and undamaged, freight and charges pre-paid, within 14 days from date of invoice.

3. Guarantees

- (a) Where the buyer acquires the goods or services for business purposes, the buyer agrees that the Consumer Guarantees Act 1993 does not apply.
- (b) Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act.
- (c) While the Supersaws Ltd will use its best endeavours to ensure that the goods are of good quality all representations made by or on behalf of Supersaws Ltd, either express or implied, regarding quality, state, condition, fitness properties of the goods or any of them supplied by Supersaws Ltd are hereby excluded.
- (d) The liability of Supersaws Ltd whether in contract or in tort of any loss, damage or injury arising directly or indirectly from any defect of non-compliance of the goods supplied to replacement of rectification of such defective or non-complying goods for damages not exceeding not exceeding the invoice value of such defective or non-complying goods at the option of Supersaws Ltd.
- (e) Supersaws Ltd shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever.
- (f) No claim by the Buyer either for damages or for repudiation of the contract shall be effective or enforceable unless made in writing and received by Supersaws Ltd within fourteen days after the date of the invoice.
- (g) The Buyer shall not be entitled to withhold any payment or to make any deduction there from for any reason whatsoever.
- (h) The buyer is exclusively responsible for any damages or any loss suffered by any third party arising from the characteristics of any goods sold to the buyer or from their mode of application

4. Ownership of goods –

- (a) Ownership in all goods shall remain with Supersaws Ltd until the goods are paid for in full.
- (b) If the goods are disposed of to a third party by the Buyer prior to being paid for, then the Buyer shall hold the proceeds of sale in trust for Supersaws Ltd in a separate identifiable account until the goods have been paid for. The Buyer will on demand by Supersaws Ltd provide full details of all disposals made of goods that have not been paid for by the Buyer and the account where the proceeds of the sales thereof are held.
- (c) The Buyer shall keep all goods supplied to it by Supersaws Ltd stored apart from the other goods or otherwise separately identified until such time as they have been paid for.
- (d) Supersaws Ltd shall have the right to enter on the premises of the Buyer at any time to inspect the goods in respect of which the Buyer has not paid Supersaws Ltd.
- (e) If the Buyer does not make payment for the goods on the date upon which such payments are due, Supersaws Ltd shall have the right to enter on to the premises at any time to recover possession of such goods. All costs and expenses of or incurred by Supersaws Ltd as a result of Supersaws Ltd recovering possession of such goods shall be payable by the Buyer upon demand.

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5. Limitation and Waiver of Liability

- (a) The buyer must use the goods as directed by the applicable safety & fitting instructions. Any liability of Supersaws Ltd in connection with the goods supplied will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Supersaws Ltd, be limited to the replacement or repair of the goods.
- (b) Supersaws Ltd will not be liable to the buyer or any other person for any direct, indirect, incidental, special, consequential or exemplary damages or loss, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods supplied to the buyer, or on behalf of the buyer, by Supersaws Ltd. Further, the buyer agrees to indemnify Supersaws Ltd against any claim by a third person in respect of any loss, injury or liability arising out of the use of the goods supplied.