



SALES TERMS AND CONDITIONS

Samson Electric Wire Company Limited shall hereafter be referred to as the “Vendor”. The Company to whom the vendor is selling the goods shall hereafter be referred to as the “Purchaser”.

1. Title and Risk

The risk in the goods shall pass from the vendor to the purchaser upon delivery of such goods to the purchaser, however, notwithstanding delivery and the passing of risk in the goods, Title and property in the goods, including full legal and beneficial ownership, shall not pass to the purchaser until the vendor has received in cash or cleared funds payment in full.

2. Payment

Payment of invoices must be made by the due date shown on the invoice. Any variation to these terms must be agreed by the vendor in writing. No further goods may be dispatched until payment has been made on outstanding invoices. Non-payment of outstanding invoices within the agreed term will render the whole of the account due & payable.

Any demand for, or the recovery of, the goods (or documents) by the vendor shall not in itself discharge either the purchaser’s liability to pay the whole of the price and take delivery of the goods or the vendor’s right to sue for the whole of the price of the goods.

3. Delivery

The time and/or date given for delivery by the vendor are given as accurately as possible. The vendor will not accept any liability in respect of quoted delivery times for non-delivery or delays in shipment of any kind. Time of delivery shall not be of the essence of the contract.

4. Return

No goods may be returned for credit by the purchaser without the prior consent of the vendor. Handling charges may be applied by the vendor for any goods accepted for credit by the vendor where the goods were supplied correctly in accordance with the order as placed by the purchaser.

5. Cancellation

The vendor will not accept order cancellation from the purchaser without prior agreement in writing. Cancelled orders may be liable to cancellation charges to cover the cost of goods (or services) bought or committed and work done.

6. Dimension and weights

The dimension and weight given by the vendor are approximate only and therefore not binding to the vendor. The goods comply with international standards and the purchaser has to take into account a normal margin of 1% with respect to length and 5% with respect to weight.

Specifications for goods provided by the vendor are given in good faith and to the best of the vendor’s knowledge and therefore do not constitute a guarantee. Any liability arising from goods incorrectly specified by the vendor will be limited to replacement of goods up to the value of the goods originally supplied.

7. Compensation

Under no circumstances will the vendor accept any liability for consequential damage/loss caused by goods supplied by the vendor. Any replacement/compensation will be limited to the value of the goods originally supplied and subject to vendor’s absolute discretion.

8. Guarantee

The vendor guarantees that the goods supplied have been manufactured out of materials of good quality and with good workmanship. However, in the event of defects appearing in the goods supplied by the vendor under proper use within 12 months from the date of their actual delivery, the vendor shall supply free of charge replacements for such goods. Any other liability is excluded. In consequence the vendor shall not be liable for any consequential damage whatsoever.