

# Standard Terms of Trade

<b>1</b>	<b>Application</b>			sites from time to time occupied by the customer and to remove the goods to be repossessed.
1.1	These terms of trade shall apply in respect of all supplies of goods and/or services made by <u>BREEDVELD ENTERPRISES LIMITED</u> (hereinafter referred to as "BEL"). These terms can only be varied by agreement in writing between BEL and the customer prior to the supply of goods and/or services being made.	7.3		Where the Consumer Guarantees Act 1993 applies the customer acknowledges the inclusion of this right of repossession and of a copy of these terms.
1.2	If there is one or more customer, the liability of each and every customer shall be joint and several.	7.4		The customer agrees BEL shall not be liable for any direct, indirect or consequential loss of any type or nature arising from an entry effected under this clause or the retrieval of the goods.
1.3	The customer shall not be entitled to assign his rights and obligations to another unless approved by BEL in writing.	<b>8</b>	<b>Warranties</b>	
<b>2</b>	<b>Quotations</b>	8.1		BEL will guarantee that its goods for a period of three months from the date of supply will perform to their normal operating specification. The guarantee excludes any loss or damage of any sort arising from or attributable to customer fault, neglect, misuse or abuse, failure to maintain, unusual wear and tear, incorrect installation or any other cause beyond BEL's control. BEL does not accept any liability whatsoever should goods supplied be altered or modified in any way.
2.1	Any quotations will remain open for acceptance for one (1) month from the date of the quotation. If the customer orders goods and/or services they shall be deemed to have accepted these terms and conditions. BEL may withdraw or revise its quotation at any time upon due notice before it is accepted by the customer.	8.2		The total liability of BEL whether in tort, contract or otherwise for any loss damage or injury howsoever arising (whether direct, indirect or consequential) shall be limited except where any statute expressly requires otherwise, to the lesser of the purchase price of the goods complained of, or the cost of repairing or replacing the defective goods or workmanship, or the actual loss or damage suffered by the customer. BEL, apart from where required by statute, shall not be liable for any consequential, indirect or special damage or loss of any kind suffered by the customer or others in receipt of goods from the customer.
2.2	Anything not expressly included in a quotation is hereby deemed to be excluded and if required by the customer will be treated as a variation.	8.3		This clause shall also apply in respect of any advice, information, assistance or service provided by BEL in relation to any goods or services supplied by them, or their use or application.
<b>3</b>	<b>Goods &amp; Services Tax (GST)</b>	8.4		These terms of trade do not extend or alter the specific warranties covering the original supplied product with regard to its suitability for the purposes for which it may have been purchased.
3.1	GST shall be added to all amounts invoiced or quoted and shall be paid by the customer accordingly.	<b>9</b>	<b>Miscellaneous</b>	
<b>4</b>	<b>Payment</b>	9.1		The customer does not acquire any rights to patents or copyright in respect of the goods or materials supplied and may not use, deface, copy or incorporate any information, design, software, trade mark or name in respect of the goods supplied without the express authority of BEL. The customer is bound by all prevailing legislation and common law as regards the security of confidential and sensitive information supplied.
4.1	50% payment is required immediately upon acceptance of the quotation unless expressly waived in any particular instance by BEL. All remaining and other invoiced amounts shall be due and payable on or before the 14th day of the date of the invoice. BEL reserves the right to require cash and/or full payment of the purchase price on placement of order on any particular occasion. The customer shall not deduct, withhold or offset any amount against the invoiced amount. BEL is permitted to offset, deduct or withhold any amount paid by the customer as against outstanding amounts due to BEL under separate invoice.	9.2		Where the customer has produced information and/or specifications prior to BEL making a supply, BEL shall be entitled to treat that information and/or specifications as accurate and the customer shall be bound by the order placed in reliance upon such information supplied. Any subsequent or varied information and/or specifications communicated to BEL by the customer shall be in writing and shall entitle BEL to alter its quotation accordingly.
4.2	If payment for goods and/or services is not made by the 14th day following the date of the invoice then BEL reserves the right without prejudice to its other rights, to automatically charge penalty interest of 10% on the outstanding balance for the first month and 1.5% per month thereafter calculated to the actual date of payment. The interest rate charged shall exclude any GST payable in respect thereof, which shall be paid by the customer accordingly when the outstanding balance is met.	9.3		Any delay or inaction by BEL in respect of any rights they have hereunder or in respect of a breach of these terms by the Customer shall not constitute a waiver of that right or of their remedies in respect of the breach and/or any later breach.
<b>5</b>	<b>Delivery and Risk</b>	9.4		If any clause is declared illegal or void, that illegality or invalidity shall not affect the whole document and the illegal or void clause shall be deemed to be severed from this document leaving the remaining clauses intact and enforceable according to their tenor.
5.1	BEL will endeavour to meet agreed delivery or completion dates but, unless otherwise required by statute, will not be held liable for late delivery or late completion of any work undertaken.	9.5		Any cancellation of or variation to an order may only be made with BEL's agreement and will be subject to a charge for all costs incurred as a result of the cancellation or variation. In addition any return(s) of products will only be accepted with a Return Merchandise Authorisation number which must be obtained from BEL prior to dispatching the goods and products for return or BEL shall be entitled to refuse to accept delivery of such goods and products.
5.2	All risk in respect of goods supplied shall pass to the customer upon the delivery of the goods to the customer <u>PROVIDED THAT</u> nothing in this clause shall mean that title to the goods has passed to the customer which shall only occur as in clause 6 hereof. The customer shall take all reasonable steps to insure and safeguard the goods while under its control.	9.6		Nothing in these terms and conditions will affect the customer's rights under the Consumer Guarantees Act 1993 where the supply is covered by the Act and it cannot and has not been excluded above, and in the event of a conflict, the Act shall prevail
5.3	BEL shall use all reasonable methods to notify the customer when delivery is complete. Customer's signature on a delivery note upon receipt of goods will constitute sufficient notification of delivery for these purposes.			
5.4	Any claim for shortage of supply or damage to goods during delivery shall be made in writing by the customer within 7 days of delivery. Acceptance of any claims submitted after the expiration date will be solely within the discretion of BEL.			
<b>6</b>	<b>Ownership</b>			
6.1	Except as otherwise required by law, title to and legal ownership of any goods supplied by BEL shall not pass to the customer until such time as all amounts owing by the customer in respect of the goods and all other supplies made by BEL to the customer have been paid.			
<b>7</b>	<b>Rights of Repossession</b>			
7.1	In the event that the customer fails to make payment of any invoiced amount by the due date or fails to meet any other obligation it owes to BEL, BEL may in its discretion elect to repossess all goods in respect of which title has not passed.			
7.2	For this purpose the customer irrevocably authorises BEL and its employees agents and contractors to enter upon all premises and			