



GENERAL TERMS AND CONDITIONS OF SALE FOR TURNALL HOLDINGS LIMITED

- 1. All orders are accepted subject to these conditions and to the exclusion of any conditions proposed by the Customer, save as hereinafter provided.**
- 2. Quotations do not constitute an offer and shall not bind the company until an order has been placed and accepted in the form of payment and or any other agreed terms.**
- 3. Any orders confirmed by the customer in whatever form shall constitute a binding contract, and any cancellation of such orders shall attract a penalty equivalent to 20% of the invoice value.**
- 4. The facility of delivery of goods on credit shall apply only to Customers who have duly submitted to the Supplier a credit application form, which has been duly approved on behalf of the Supplier, with stipulation of the credit limit and any other conditions applying to the Customer.**
- 5. Ownership risk of the product shall rest with the Customer from the time of delivery, and if it is an own collection then risk transfers to the customer at the commencement of loading at the Supplier's factory, in Harare or in Bulawayo or any other depot. Notwithstanding the use of the Supplier's property when loading, the Customer shall bear all risks in the course of any of those operations including the risk of loss or product damage due to negligence on the part of the Customer or its agents.**
- 6. Turnall reserves the right at its sole discretion to cancel or suspend the supply of a confirmed order due to unforeseen circumstances or any situation beyond its reasonable control, this will include but not limited to fire outbreaks, strikes, war situation, lockouts or any other Act of God. All efforts shall be made to dispatch paid orders with due promptness but under no circumstances shall Turnall be held liable to the customer for any loss of revenue, contract or business however that may arise.**
- 7. All products shall have a warranty of 12 months solely for latent defects due to manufacturing processes. Replacement of product in terms of the warranty period shall be executed in line with the Supplier Returns Policy.**
- 8. The Supplier shall be under no liability for any failure on the part of the customer to comply in all respects with relevant safety precautions on product transportation, handling or storage in terms of the Supplier Policies and any other applicable regulations. The Customer shall indemnify the Supplier against any costs, claims or demands which may be incurred by the Supplier because of such failure on the part of the Customer.**
- 9. The Supplier may accept instalments for all products up to a maximum duration of six (6) months only, the product shall be collected within the same six (6) months or within 48 hours upon making full payment for the order. Failure to comply with the stipulated timelines shall attract storage costs up to 10% of the order value, provided that all orders shall be collected within 12 months. Orders that are not collected as aforementioned shall be cancelled and the funds forfeited.**
- 10. The Supplier reserves the right to vary prices for all orders being paid through instalments, product will be sold at the ruling price on the date of payment.**
- 11. The customer shall be responsible for ensuring that pallets are returned in good condition, failure of which the paid deposit shall be forfeited by the company.**
- 12. All contracts with the Company, wherever executed, shall be construed in accordance with and governed by Zimbabwean Laws**
- 13. The Customer shall be deemed to have read, understood and agreed with these conditions of sale by virtue of making a payment for the product. These conditions are available to customers upon request as stipulated on the invoice.**