



Our Ref: redG-B85

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER

Red G distributors cc (redG) reserves the right to accept or reject any order. The supply of goods excludes anything not specifically listed on your order or which is not in the normal scope of supply of redG.

2. PRICES

Prices quoted may be changed at any time without prior notice. Unless otherwise stated in writing, prices are net, ex-works redG offices and exclude VAT. redG shall be entitled to increase any prices quoted if, prior to the date of delivery the cost to redG of procuring any products from an international source increases by reason of current fluctuations or increase in customs or governmental duties or levels; the amount of the increase shall be invoiced and paid by the purchaser on delivery or, if applicable, in accordance with the agreed credit terms.

3. DELIVERY

Delivery is subject to the prompt receipt by redG of all necessary information, specifications, drawings and other data, which is required for the proper execution of the order. Delivery dates are subject to confirmation by redG.

redG will take reasonable steps to deliver on the dates promised however, reserves the right to reschedule delivery dates. The purchaser shall take delivery as soon as the goods are available. redG reserves the right to make partial deliveries and each separate delivery shall constitute a separate contract of sales subject to these Terms and Conditions and the purchaser shall not be entitled to cancel as a result thereof.

4. TERMS OF PAYMENT

4.1 CASH BEFORE DELIVERY, unless credit facilities are arranged.

4.2 In the case of products sold and delivered, ownership shall not pass to the customer and the products shall remain the property of redG, until the whole of the purchase price has been paid in full. In the case of services rendered by redG, it shall be entitled to exercise a lien over all products processed by it until payment in full of all amounts owing by the customer is received.

4.3 Any legal costs, on the scale as between attorney and own client (including collection commission), incurred due to non-payment of funds owing to redG on due date, will be for the customers account.

4.4 Where redG has granted the purchaser credit terms, payment is due within 30 days of the date of statement, without retention of any kind. Partial deliveries may be separately invoiced, in the event that payment is not received within the said thirty days, interest shall accrue on outstanding amounts at prime rate (being the rate of interest charged on bank overdraft facilities as certified by redG bankers, which interest compounded monthly in arrears). The said interest shall be calculated from the date of delivery to date of payment.

5. SUPPLY CLAIMS

redG must be notified within seven days of receipt of any goods, which have been supplied incorrectly. Goods supplied correctly to the purchaser's written order are not returnable except with the express written approval of redG. It is the customer's responsibility to ensure products purchased from redG are suitable for the application they are installed.

6. CANCELLATIONS

6.1 RedG reserves the right to terminate the order and not deliver any uncompleted portion of the said order from the purchaser if he: -

- a) commits a breach of any of these general conditions of sale
- b) being an individual dies or is provisionally or finally sequestered or surrenders his estate.



- c) being a partnership is dissolved
- d) being a company is placed under provisional or final liquidation or judicial management

6.2 Upon termination of the order for any reason whatsoever redG shall be entitled to:

- a) full payment for goods delivered
- b) to take possession of any goods not fully paid for
- c) to take any further legal action for damages suffered by redG as a result of the order being terminated.

7. GENERAL

7.1 All agreements, quotations, offers or confirmations of orders are made by us subject to these general terms and conditions of contract. We will only be bound by any variation thereof, should such variation be confirmed by us in writing. We shall not be obligated by any terms and conditions stipulated by the customer differing from these terms and conditions save as we may have expressly agreed thereto in writing. Acceptance of performance or acceptance of your order, notwithstanding any conditions or terms purported to be attached by you to such performance or order, shall not be deemed to be acceptance by us of any such conditions or terms, and the contract between us shall be deemed to be on the terms and conditions set out by in this Terms and Conditions of Sale.

7.2 Any estimate or date of delivery made or quoted by us is, whilst made in good faith, not guaranteed and is merely an estimate.

7.3 We are not responsible in any manner whatsoever for any delays or damages arising out of, directly or indirectly strikes, lockouts, stoppages of work, differences with workmen, accidents to machinery, delays by carriers, later delivery of raw material and components or as the result of force Majeure, acts of God, fires or any other cause whatsoever.

7.4 Each order placed and accepted for products or services shall be deemed to be a separate contract between us.

7.5 Should a court of law at any time hold that any paragraph of these Terms and Conditions of Sale is unenforceable or invalid or contrary to the law, then such finding shall not invalidate this contract between the parties, but the offending matter shall be deemed to be excised there from.

7.6 No variation of any of the terms of this contract shall be of any force or effect unless reduced to writing and signed by the Company. No representatives or warranties shall be binding unless made in writing. In the event of any conflict between the provisions of these Terms and Conditions of Sale, and the terms contained in any contract entered into between redG and the customer, then, unless stated to the contrary, the provisions of the contract shall prevail and apply. In the event of any dispute between the parties arising out of any of the provisions thereof, such dispute shall be referred for determination to the auditors of redG and in making their determination, the auditors shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.

7.7 The customer shall keep all goods in respect of which the price (and interest, if any) has not been discharged in full, free from attachment, hypotec or other legal charge or process and shall notify the landlord of its premises from time to time in writing that the goods are the property of redG.

7.8 redG shall have the option (but without prejudice to any of its other rights against the customer) by notice in writing to the customer to rescind this contract and any other contract between redG and the customer or to suspend performance of any of its obligations hereunder:-

7.8.1 should any sum owing by the customer to redG not be paid on due date, whether under this contract or any other contract, or

7.8.2 should the customer be otherwise in breach of this contract or any other contract with redG

7.9 Save as set out herein, all conditions, terms, warranties or representations (express or implied, statutory or common law) as to the quality, fitness, and performance or otherwise in relation to the goods are excluded.

7.10 Save as provided for above, any and all liability for any claim or claims against redG, its agents, authorised representative and/or licensors, for damage to property or persons and for direct incidental or consequential loss or damage of whatsoever nature however arising, including, but not limited to,



liability for all and any acts, omissions or defaults of part of redG, its employees, agents authorised representatives and licensors, whether such acts, omissions or defaults are non-negligent, negligent, grossly negligent, wilful, intentional or otherwise whether separately or in combination of such grounds, is expressly excluded.

- 7.11 Any leniency or extension of time which may be granted by redG to the customer or any other indulgence or concession which may be shown or granted by redG to the customer shall not prejudice any of redG rights in any way, nor shall the same constitute a novation of a contract or a waiver of any of redG's rights.
- 7.12 For the purposes of all or any legal proceeding brought against the customer hereunder, the customer consents to the jurisdiction of the Magistrate's Court, notwithstanding that such proceedings be otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Magistrate's Court, provided however that the seller shall have the right and sole discretion to institute proceedings in any other competent Court in respect of any claim which but for the foregoing would exceed the jurisdiction of the Magistrate's Court.
- 7.13 redG shall be entitled to appropriate any payments received from the customer to any indebtedness of the customer to from whatsoever cause arising and when arising.
- 7.14 In the event of any default by the customer of any provision in this agreement, the customer hereby consents and authorises the company to furnish the name, credit record and repayment history of the customer to any credit bureau as a delinquent debtor. It is also agreed that the company may use any means to verify the information contained in this document.
- 7.15 On acceptance of high-pressure gas cylinders, instructions are issued regarding the dangers of handling, transporting and maintaining these systems. redG hereby indemnifies itself against any claim whatsoever that may arise due to accident or death of any person or persons. On removal of the goods from redG's premises, all responsibility of the product passes from redG to the purchaser even if the goods are not fully paid for at that time.