



CONDITIONS OF SALE

1. **GENERAL.** Only the conditions herein shall apply to this Order and shall override any conflicting conditions in any other document issued in connection with the order by either Buyer or Seller unless any such conflicts are specifically agreed in writing between Buyer and Seller.
2. **NOTIFICATION OF LOSS SHORTAGE, DAMAGE ETC. IN TRANSIT.** Bulk deliveries. Any discrepancy in weight under 1% will not be liable to claim. Damage and Pilferage. Any damage or pilferage in transit of goods dispatched by either road or rail must be notified in writing on the customers own notepaper to either depot or station and also to us within three days of delivery and details of the claim similarly notified within seven days. In addition any obvious damage to goods or crates should be noted on the carrier's delivery note at time of delivery.
3. **DELIVERY.** Deliveries are made by our transport to the nearest point on the road where the materials are required, as a safe hard road permits. The customer is to provide free of charge, the labour required for unloading and stacking. Deliveries are made on the understanding that we disclaim any responsibility for the material after it has left our lorry. If the customer requires our driver to take his vehicle over paving, on to private drives or anywhere not on the highway, he, the customer, does so at his own risk and will be held liable for any damage to property incurred by our vehicle. Our drivers have instructions not to deliver goods if the customer does not agree to the above conditions.
4. **SUITABILITY.** Products are supplied in good faith and where recommended by Tsalta they are done so based upon the information supplied. No guarantee is given or implied as to the suitability of the product for the process to which it may be applied. The customer should satisfy themselves as to the products suitability for the operation in which they will be employed.
5. **CANCELLATION.** Goods made to special order cannot be cancelled.
6. **ACCEPTANCE.** Orders are accepted and terms for delivery given conditional on our being able to secure the monthly labour and materials without responsibility for delays arising through causes beyond our control.
7. **CONTAINERS.** Containers shall not be returned unless stated returnable.
8. **TERMS OF PAYMENT.** Unless expressly provided or otherwise in writing terms are strictly 20 days after delivery and the Seller reserves the right to withhold further deliveries if these terms are not complied with.
9. **GENERAL.** If customers official order forms contain special printed conditions. Such conditions are binding only insofar they are not at variance with the terms and conditions mentioned above.
10. **LAW.** The construction validity and performance hereof shall be governed by the Law of England.
11. **BUYER INSOLVENCY AND RETENTION OF TITLE.** Until payment in full to the Seller of the goods:
 - a. Goods are to remain the property of the Seller, but the risk therein and all liability to third parties in respect thereof shall pass to the Buyer on delivery.
 - b. The Buyer may sell the goods in the normal course of his business, but shall hold and pursue claims from the proceeds of their sale equal to the price of the goods for and on behalf of the Seller.
 - c. If the Buyer shall become insolvent or bankrupt or make a composition or arrangement with creditors or being a company shall have a receiver appointed or enter into liquidation whether voluntary or compulsory or if any execution or distress shall be levied against the Buyer's goods then the Seller shall have the right to recover the possession of the goods the property in which has been retained under this clause and the Seller or its duly authorised representatives shall have the right to enter premises where the goods are stored for this purpose.