

Brown McFarlane International FZE – Standard Terms and Conditions

1) In these terms and conditions

“Buyer” means the person/Company to whom this Sales Contract is addressed, and includes its successors and permitted assigns.

‘Seller’ means Brown McFarlane International FZE, or BMIF, and any of its authorised representatives.

2) **TERMS OF SALE**

All quotations issued and orders received are subject to these Conditions of Sales and no alterations shall take effect unless confirmed in writing.

The Sales Contract issued with each order contains the entire agreement between the parties, and excludes the following, unless expressly contained in the Sales Contract:

- (a) any previous agreement or arrangement between the parties concerning previous orders
- (b) any terms and conditions imposed by the Buyer.

3) **Prices**

(i) Errors and omissions are subject to correction

(ii) Unless otherwise stated in writing, prices charged would be those ruling at the date of the order being confirmed by the Seller..

(iii) Unless otherwise specified, prices include the supply and delivery only of the goods but not for their off-loading.

(iv) Unless otherwise specified, prices exclude any taxes and duty applied by any Customs Authorities prior or during delivery.

4) **DELIVERY**

(i) Any time expressed for delivery shall be deemed to be a reasonable estimate only.

The Seller accepts no liability for any loss sustained by the Buyer through late delivery and further where a time for delivery has been agreed but delivery is delayed for any reason beyond the control of the Seller, a reasonable extension of time shall be allowed to the Seller.

(ii) Where further approval has to be obtained for whatever reason, by either the Buyer or his agent, then the estimated delivery period is to be applied from the date of receipt in writing by the Seller of this approval.

(iii) Unless specifically agreed between Buyer and Seller, any terms defined in the edition of Incoterms current at the date of the Seller's order acknowledgement (CFR,CIF,DDU, etc) shall have the meaning assigned to them by Incoterms when used in any contract.

The Buyer must:

(a) accept delivery of the Goods when the Goods are delivered; or

(b) collect the Goods promptly or within such a period as the Seller notifies to the Buyer that the Goods are available for collection.

(c) The Buyer shall provide adequate labour and unloading facilities at the place of delivery at his own risk and expense.

The Goods are deemed delivered despite any discrepancy in weight or quantity not exceeding 10%.

If Goods are sold by weight, quantities are to be disregarded.

5) **PAYMENT OF PURCHASE PRICE**

(i) The purchase price of the Goods must be paid in accordance with this Sales Contract.

(ii) Where credit terms have been established within the agreement, these credit terms will become null and void on future purchases if said terms are abused by the Buyer i.e. – payment made after the end of the credit term and/or only after reminders from the Seller.

6) **TITLE & RISK**

(i) Title to each item of the goods supplied by the Seller remains with the Seller until the purchase price and all other monies owing by the Buyer in relation to those goods are paid in full.

(ii) The Seller shall be entitled (but not obliged) at any time to recover and dispose of any goods to which it has retained title under this clause and the Buyer will be deemed to have granted to the Seller an irrevocable licence, for so long as any monies shall remain owing to the Seller to enter the Buyer's premises to inspect and recover any such goods.

The Seller is not responsible for special, indirect or consequential loss suffered by the Buyer by reason of any defect in the Goods. Liability is limited to replacement of the order only if a defect is proven, and only if goods are in their original supplied condition.

7) **Force Majeure**

In the event of war, invasion, act of foreign enemy, hostility (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, the Seller shall be relieved of liabilities incurred under the contract whatsoever and to the extent to which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such events or by status, rules, regulations, order or requisition issued by any Government Department, Council, or duly constituted authority, or from strikes, lock-outs, breakdown of plant or any other causes beyond the Seller's control.