

## **STANDARD TERMS & TRADING CONDITIONS**

*In these general terms & trading conditions,  
unless inconsistent with the context:*

- a. "the supplier" means **LAMASAT** and
- b. "the customer" means any purchaser of water tanks from the supplier.

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## **GENERAL:**

1. All quotations given all acceptances of customers' orders, and all sales by the Supplier are expressly made conditional upon and in terms of the general terms and trading conditions as set forth herein. No concession, latitude or indulgence allowed by the Supplier to the Customer shall be construed as a waiver (tacit or otherwise) or abandonment of the Supplier's rights hereunder. No amendment to these general terms and trading conditions whether oral or otherwise, shall be effective unless it is recorded in writing and signed by duly authorised representatives of both parties. These general terms and trading conditions shall supersede any express or implied written or oral terms, arrangements, customs or practices unless the written quotation of the Supplier specifically states otherwise.
2. The Supplier objects to any varying terms proposed by the Customer in its order or any other documents of the Customer. Such varying terms shall not become part of the contract without the express written consent and signature of the authorised representatives of the Supplier.
3. The quantity, quality and description of and any specification for the goods to be sold shall be those set out in the Supplier's quotation (if accepted by the Customer) or the sales order (if accepted by the Supplier).
4. No order shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representatives.
5. Any bona fide error or calculation, or otherwise, made by the Supplier in the quotation or sales order, whether written or oral, may be rectified by the Supplier at any time and the Customer shall be obliged to pay the Supplier the amount duly rectified.
6. The price of the goods shall be the Supplier's quoted price or the price accepted in writing by the Supplier in the Sales Order. All prices quoted are, except if otherwise specified, valid for 7 days only, after which they may be altered by the Supplier without giving notice to the Customer.
7. It is specifically recorded that the Supplier is not responsible for the delivery of any goods sold. The Customer shall elect whether they shall collect the goods from the Supplier or shall instruct the Supplier to arrange a third party to attend to the delivery of the goods. In the event that the Customer does not make any election or does not notify the Supplier of its express intentions in this regard, the Customer shall be deemed to request the delivery of the goods and to have appointed the Supplier to arrange for the delivery of the goods to the nominated address of the matter hereby superseded.

8. The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of the order. It is specifically recorded that in arranging the delivery of the goods, the Supplier is not the agent of the Customer and shall not be liable for any damages or loss to the goods (consequential or otherwise) occasioned out of the loading, off-loading or conveyance of the goods. Delivery of the goods by the Supplier to the Customer shall be deemed to have taken place at the premises of the Supplier when the goods are presented for loading either to the Customer or the appointed third party carrier. In this regard the Customer indemnifies the Supplier against any claims for loss or damage that may be instituted against it by the third party carrier or any other party arising out of the Supplier's acting as the duly appointed agent of the Customer.

9. Unless superseded by a specific signed agreement between the Customer and the Supplier this agreement shall include the quotation, sales order, these general terms and trading conditions, and all attachments referred to in the sales order or in the general terms and trading conditions and it shall constitute the entire agreement of the parties with regard to the subject matter contained therein. All other or contemporaneous representations, warranties, covenants or their representations with respect to the subject (iv) any other expenses which are not related to the repair or replacement of the water tank itself.

10. This warranty does not apply to any costs, repairs or services for the following:

- i) service call to correct the installation of the water tanks.
- ii) repairs necessitated by use other than normal use.
- iii) damage resulting from misuse, abuse, accidents, alterations or improper installations of the water tank
- iv) corrective work necessitated by repairs made by anyone other than the Supplier or its authorised agents.

#### **WARRANTY COVERAGE:**

11. The Supplier warrants the water tanks to be manufactured free of all defects in the material and workmanship for 15 years from the date of purchase. This warranty extends to the original customer only. This warranty is not transferrable to subsequent purchasers of the water tanks.

12. All warranty repairs and services will be performed by the Supplier or its duly authorised technicians or service facilities.

13. Only expenses relating to replacing of a defective tank or stand shall be covered by this warranty. The following expenses shall not be covered.

(i) transportation of the water tanks to the supplier for repair or replacing.

(ii) damages occasioned of the loading, off-loading or conveyance of the water tanks.

(iii) damages or losses that may result as a result of having the water tank moved or replaced.

14. Within the period of this warranty the supplier shall at its sole discretion provide one of the following remedies to whatever extent it shall deem necessary to satisfy a proper claim under this warranty.

i) elect to repair or facilitate repair of any defects within a reasonable time.

ii) Replace the water tank with a replacement or similar water tank.

iii) issue a refund of the original purchase price less depreciation to be determined based on the age of the water tank or stand.

**SIGNED:**

**DATE:**

**NAME:**.....

**NAME:**.....

**LAMASAT (PVT) Ltd.**

**CUSTOMER**