

TERMS AND CONDITIONS OF SALE TO AN APPROVED APPLICANT (herein called the Customer)
BY KOSI CHEMICALS PTY LIMITED (herein called the Company)

1. INTERPRETATION

In this document the Customer shall mean the person, persons, firm or company to whom the quotation is addressed, or the offer of sale is made and shall include their legal representatives, administrators, successors and permitted assigns. 'Parts', 'Items' or 'Goods' shall mean the goods or services sold and described on the quotation. Headings are included for ease of reference only and do not form part of these Terms & Conditions.

2. GENERAL

Subject to any Special Conditions agreed to in writing between the Company and the Customer, these Terms and Conditions shall apply to the exclusion of all others. Any contractual terms and conditions of the Customer (whether on the Customer's order form or otherwise) are expressly excluded. The Customer acknowledges these terms and conditions embody the whole agreement between the parties and agrees to be bound by them. The Customer is at liberty, and encouraged, to obtain independent legal advice before entering into this agreement.

3. QUOTATIONS /ESTIMATES

The Company's quotations are valid for a period of thirty (30) days from the date of the quotation, unless another validity term is stated in the quotation. The Company's offer is subject to review, amendment or withdrawal at any time prior to acceptance of a purchase order or like instrument issued by the Customer or the expiry of thirty days (or other quoted validity term stated in the quotation), whichever is the earlier. Quotations will automatically lapse at the expiration of the thirty days or other quoted term, unless the validity period is extended in writing by the Company and notice of the extension forwarded to the Customer.

4. COMPANY DOCUMENTS

Clerical errors and misprints in computations, typing or otherwise in any Company document are subject to correction by the Company by either re-issuing of the document or adjustment to the document, as the case requires. The Company shall not be liable for any cost, expense or damage incurred by the Customer as a result of any correction of any document by the Company.

5. ALTERATIONS & OTHER AGREEMENTS

These Terms and Conditions and any other terms and conditions of any contract entered into between the Company and the Customer may only be varied, altered or waived by written agreement between the Company and the Customer. The Customer acknowledges and agrees that no verbal agreement between it and any employee, servant or agent of the Company will be binding on the Company. These Terms & Conditions may be varied to include the Terms & Conditions of any supplier to the Company provided those terms and conditions are agreed to in writing between the Company and the Customer.

6. TECHNICAL INFORMATION

The Customer acknowledges and agrees that copyright in all drawings, illustrations, designs, specifications, and other information provided by the Company in connection with any quotation, contract or otherwise remains with the Company. The Customer further acknowledges and agrees the details and contents of the drawings, illustrations, designs, specifications and other information shall remain confidential between the Company and the Customer.

7. TERMS OF PAYMENT

Payment shall be made by the Customer to the Company for all goods supplied, work and labor done, and services rendered within 30 days from the end of the month of the date on invoice without deduction (this only applies for an Approved account Customer). The Customer acknowledges that time is crucial with regard to payment and that any breach of this term will enable the Company to exercise all of its rights contained herein, including (but without in any way limiting its rights) to cancel credit and take legal action for the recovery of all sums outstanding. Interest at the current commercial overdraft rate may be applied to overdue account balances.

If there is a change of the name, legal entity, structure or management and control of the Customer's business, the Company will only continue to provide credit facilities if it receives from the Customer written advice of the changes and has provided to the Customer written consent to the changes and to the continuation of credit facilities.

8. COSTS

Should payment remain outstanding beyond the Company's payment terms, as outlined above, the Customer is liable for all costs, including legal costs (on a Solicitors / own client basis), court fees and mercantile agents' fees incurred by the Company in recovering the amount outstanding.

9. PRICES AND CHARGES

- Unless the invoice otherwise states, all prices are strictly ex Vat and are current at the date of offer as stated in the
- All prices are subject only to any variation clauses contained in the quotation and to paragraph c) hereof.
- All prices are subject to variation where there is a variation of import prices or exchange rates payable by the Company with respect to the item purchased, the supply of the materials, hardware, parts or equipment required for the item or any matter relating to the
- The Company and the Customer warrant they are registered or required to be
- To the extent that a party makes a taxable supply except where express provision is made to the contrary, and subject to this clause 9, the consideration payable by a party represents the value of the taxable supply for which payment is to be
- If a party makes a taxable supply for a consideration which, under this clause represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in

the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable

- A party's right to payment under this clause is subject to a valid tax invoice being delivered to the party liable for the taxable

11. DELIVERY

Goods shall be delivered to the address specified in the credit application as the address for delivery, unless otherwise agreed in writing between the two parties. The method and date of delivery of all items purchased shall be on the terms stated in the Company's quotation, unless the Customer nominates an alternative arrangement of delivery, in which case, the Company shall use its best endeavors to comply with the customer's requests. The delivery dates contained in the quotation are an estimate only and may be varied at any time by the Company depending on the Company's production commitments, the availability of materials, labor and transport and any other contingencies.

In no circumstances will the Company be liable for any loss or damage of any kind whatsoever in the event it is unable to comply with the Customer's request for delivery at a certain time. The Customer acknowledges and agrees that he will not make any claim against the Company for any loss or damage incurred as a result of early or late delivery.

The Company reserves the right to stop, halt or defer the supply of goods at its discretion.

12. CLAIMS

The Customer will be deemed to have inspected and accepted the goods as being in accordance with his order unless he notifies the Company in writing of his claims within fourteen (7) days of receipt of the goods (receipt being the date of delivery or the date of collection, as the case requires). The Company will not accept return of allegedly defective goods unless it has given prior written authorization for the return (within 7 days).

The Company will not accept items returned by the Customer if the parts are, in any way, damaged or imperfect.

If the Company makes items to a specified order of the Customer or according to the Customer's specifications or design, the Company will not accept return of those parts or allow credit to the Customer.

The Company's acceptance of return of the items is not an acceptance of or granting of credit to the Customer by the Company. Delivery of all items by the Customer is at the Customer's expense and risk.

The company's Return Policy Can Change from time to time.

13. TITLES

Until the Company has been paid in full for all Goods supplied by it to the Customer under any Contract whatsoever between the Customer and the Company:

- Title in all the Goods shall remain with Kosi Chemicals

- Should any of the Goods be affixed or added to any other item, such affixation shall in no way affect the right of the Company to ownership of the parts, or its right to detach them from any item to which they have been
- The Customer shall store the Goods separately and in such a way that they can be readily identified as being the property of the Company, should the Company so
- The Customer shall be at liberty to sell the Goods in the ordinary course of business on the basis that the Customer shall be under fiduciary duty to the Company to account to the company for the proceeds of such sale but may deduct from such proceeds the amount by which the proceeds exceed the total amount due from the Customer to the Company under any contract whatsoever, provided the Customer has no authority to enter into any contract of sale on behalf of the Any contract of sale shall be accordingly concluded in the name of the Customer.
- Where payment is made by means of a bill of exchange, cheque or other negotiable instrument, the Company shall not be deemed to have received payment for the purpose of title to the goods until the bill of exchange, cheque or other negotiable instrument has been offered on presentation for payment and the Company has received value for it.
- All risks with respect to the Goods purchased by the Customer will be borne by the Customer from the time the Goods cease to be within the actual possession of the Company or its

14. LIEN

The Customer hereby acknowledges the Company has a lien over all goods in its possession belonging to the Company to secure payment of any or all amounts outstanding from time to time.

15. DEFAULT

If the Customer defaults in or commits a breach of its observance and performance of its obligations to the Company, or if the Customer being a natural person commits an act of bankruptcy, or if the Customer being a company any resolution or petition to wind-up the Customer's business is passed or presented or a receiver or a receiver and manager or an official manager of the Customer's undertaking, property or assets is appointed, the Company may, without prejudice to any other remedy open to it:

- Determine the Contract and cease manufacture and delivery of all outstanding orders.
- Pursuant to a general lien held by the Company in respect to all items purchased by the Customer in the Company's possession forfeit such parts and deal with them as the Company sees fits; and
- Repossess Parts held by the Customer for which payment has not been received and deal with such parts as the Company sees

If the Company elects not to determine the Contract with the Customer the Company may by notice in writing to the Customer cancel or vary any credit facilities, concessions or discounts available to the Customer.

16. WARRANTY

All warranties, whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by the company as to quality, fitness for the purpose or any other matter, are hereby excluded, except insofar as any such warranties are incapable of exclusion at law.

17. LIABILITY

The Company shall be under no liability whatsoever regarding the parts or the services provided under the Contract. The provision of this condition shall exclude any warranty or condition that might but for this condition be implied by the statute, common law, custom or otherwise. The Company shall be under no further or other liability whatsoever in respect of loss or damage directly or indirectly by any failure or defect in the design, performance, quality or condition of the parts even if the same frustrates further performance of the Contract. In the event of the parts or the services provided by the Company under the contract proving defective the Company's liability in respect of the parts or the services shall be limited to the cost replacement, repair or rectification, unless the same shall relate to personal injury or death, and only then and if to the extent that the same shall arise out of the Company's negligence.

In any proven claim the faulty part(s) must be returned to the place of original manufacture. The Company will not be held responsible for the costs of any damage repairs or replacement to other building plant or equipment (whether consequential or otherwise) which may have occurred due to the failure to any of the said faulty component(s). Costs involved for the removal and or re-installation of any faulty components, or freight and transport costs for Parts returned and re-supplied, would be at the expense of the Customer with no claim to the Company.

No consideration will be given to any claim if:

- The Parts sold are abused or in any respect whatsoever installed or operated outside the limits of the specifications and design.
- Any defects complained of are caused by fair wear and tear, willful damage, negligence or untrained or unskilled use in the operation or storage of the
- The Customer in any respect alters the parts purchased by it or adds to it or removes any materials from such
- The Customer fails to immediately notify the Company in writing of any defect or fault in the parts purchased or fails to provide full details of any such failure or fault prior to returning the parts to the company.

18. INDEMNITY

The Customer shall indemnify the Company in respect of any loss, injury, expense or claim of whatsoever nature and however arising out of the Contract or the parts, or their storage, installation, use, operation or maintenance save to the extent that the same is caused by the negligence of the Company, its servants or agents, including the Company's subcontractors.

19. LOSS

The Company shall not be liable in any circumstances whatsoever to the Customer for:

- Any loss of profits or contracts suffered by the Customer
- Any loss or damage in circumstances over which the Company has no
- Any lost production time or any expense or penalties incurred with production losses.

20. CANCELLATION

Orders placed with the Company cannot be cancelled without the written approval of the Company.

- If the Company accepts the cancellation of any order placed with it, the Company shall be entitled to charge a reasonable fee for any work done on behalf of the Customer to the date of the cancellation, including a fee for the processing and acceptance of the Customer's order and request for cancellation.
- Where work has commenced, whether it is design or fabrication, cancellation charges would include all labor performed, materials purchased, engineering and administrative charges pertaining to the cancelled Where appropriate payment is made, the partially processed materials or completed parts become the property of the Customer.
- Freight and transport costs for goods returned to and from the Company shall be at the Customer's expense.

21. FORCE MAJEURE

If the Company is prevented or delayed from, or performing any of its obligations under the Contract by force majeure, which shall include but not be limited to acts of war, industrial action, whether or not by, or involving employees of the Company, acts of God, government action, riot, civil commotion, failure by the Customer to fulfil its commitments in due time, inability to obtain materials, or any other occurrence (whether of the same or different in kind or nature) which was unavoidable or beyond the control of the Company, the Company may give notice in writing to the Customer of the circumstances constituting force majeure and of the obligation or performance of which is delayed or prevented, and shall be excused from compliance with such obligations for as long as such circumstances may continue. If by virtue of this clause either party is excused

from compliance with any obligation for a continuous period of four calendar months, then without prejudice to any other right or remedy either party may forthwith terminate the Contract by giving notice in writing to the other.

22. DEFINITIONS

Where appropriate the singular shall include the plural, the plural the singular and where there are two or more persons comprised in the definition of the Customer, then the obligations imposed herein on the Customer shall be deemed to be joint and several.

23. MINIMUM ORDER VALUE

A minimum order value of R5000.00 may be applied

24. VARIATIONS

The Company reserves the right to vary these Terms and Conditions of Sale from time to time at its discretion.

25. APPLICABLE LAW

Unless otherwise agreed in writing by the Company, the applicable laws of the State of New South Wales shall govern all contracts arising between the Company and the Customer and the parties agree to the jurisdiction of the Courts of that State.

26- PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Company or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Brand Haulers, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless KOSI CHEMICALS and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate

these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

This Company governed by the laws of South Africa and KOSI CHEMICALS chooses as its domicile citandi et

executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 108 First Street, Geduld, Springs.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@kosichem.com

Quick links

108 First Street, Geduld, Springs, 1560

Sales@kosichem.com

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