

**TERMS AND CONDITIONS OF SALE**  
**("Terms and Conditions")**

1. **THIS AGREEMENT**
  - 1.1 When you place an order with Univern Enterprises (Private) Limited t/a Southern Region Trading Co ("the Company") the order will be deemed to be an offer by you to enter into an agreement to purchase goods from the Company upon the Terms and Conditions set out herein.
  - 1.2 Acceptance of these Terms and Conditions occurs upon the Company invoicing you for the goods purchased by you. A quotation by the Company is not binding on you or the Company.
  - 1.3 These Terms and Conditions comprise the only Terms and Conditions upon which the Company will contract with you and shall prevail notwithstanding any other terms or conditions contained in any order or quotation or any other document offered at any time by the Company to you, or otherwise brought to the Company's attention by you, unless accepted by the Company in writing.
2. **ORDERS AND INVOICES**
  - 2.1 Each order received by the Company is a separate and divisible transaction.
  - 2.2 Each invoice given by the Company to you shall set out the following details:
    - 2.2.1 the goods ordered by you and the specifications pertaining to such goods;
    - 2.2.2 the quantity of the goods being purchased;
    - 2.2.3 the price payable by you to the Company in respect of the goods and/or the delivery thereof, exclusive of Value Added Tax ("VAT") and any reasonable additional costs, including but not limited to freight, insurance and applicable taxes, duties and tariffs; and
  - 2.2.4 your nominated address for purposes of receiving all notices under each order.
  - 2.3 The Company shall be entitled to recover from you any extra costs incurred by the Company due, directly or indirectly, to your actions or omissions that delay, in any way, the order process.
  - 2.4 Should your order require special packaging, this will be provided at your cost.
3. **PAYMENT TERMS**
  - 3.1 The Company's goods will not be delivered to you until the full amount stipulated on an invoice has been paid in cash or received into the Company's nominated bank account.
  - 3.2 You shall not be entitled to make any deduction from the purchase price of the goods unless expressly agreed to in writing by the Company.
  - 3.3 If any amount is not paid on the due date, then without prejudice to any right it may have, the Company:
    - 3.3.1 may immediately suspend the carrying out of its then uncompleted obligations; and
    - 3.3.2 reserves the right to cancel any contract or part thereof and repossess any unsold goods and claim damages sustained.
  - 3.4 Your indebtedness to the Company shall be proven, on the face of it, by a certificate issued under the signature of any one of the Company's directors, whose office need not be proved unless you conclusively prove otherwise.
  - 3.5 Interest at the 12 month LIBOR rate plus 5% (five percent) will be charged on a monthly basis on all overdue amounts.
4. **DELIVERY AND OWNERSHIP**
  - 4.1 Delivery will be made at the delivery place nominated by you as soon as is reasonably possible after any order is placed for goods by you, or as is agreed to in writing between you and the Company, provided that you provide the necessary facilities to off-load the goods and will be in a position to accept the goods at the stipulated time.
    - 4.2 You will bear all freight and delivery costs.
    - 4.3 The Company shall use its reasonable endeavours to deliver the goods on the specified date but shall not be bound or held liable by any failure to effect delivery on such date.
    - 4.4 Delivery may take place by the Company or by a carrier nominated by the Company, or by way of collection by you or on your behalf of the goods from the Company's premises.
    - 4.5 If the Company cannot deliver or supply some or any of the goods for any reason whatsoever, the Company shall have the right to execute the order at the earliest possible date after being in a position to do so.
    - 4.6 Any delivery date is approximate only and the Company shall not be bound by any date specified in any invoice, but shall make a reasonable effort to deliver the goods by the specified date.
    - 4.7 There will be no charge where the goods are collected by you or on your behalf from the Company's premises.
    - 4.8 The Company's delivery note signed by you or your employees or agent shall constitute proof, that the goods delivered thereunder are accorded with the type and quality reflected thereon with that order. The onus shall be on you to prove the contrary.
    - 4.9 Ownership of all goods delivered shall pass to you when the purchase price has been paid in full.
5. **SUSPENSION OR CANCELLATION OF DELIVERY**
  - 5.1 The Company reserves the right to suspend, delay or cancel the delivery of some or all of the goods or to require advance payment for them if:
    - 5.1.1 you become insolvent, or unable to pay your creditors or seek to effect any compromise with any of your creditors or compound any of your debts or commit any act of insolvency as described in the Insolvency Act, as amended from time to time;
    - 5.1.2 you are placed under an order of sequestration or judicial management or liquidation, whether the order be provisional or final;
    - 5.1.3 you are subject to any resolution passed which enables you to be wound up or dissolved;
    - 5.1.4 any judgment is given against you in a court of law, and is not appealed against within a period allowed for lodging such appeal, or if not subject to an appeal, remains unsatisfied for a period of 10 (ten) days.
6. **RISK**
  - 6.1 Risk in and to any goods sold to you shall pass:
    - 6.1.1 in the event of the order specifying that the Company will deliver the goods to you, upon the goods being offloaded from the mode of transportation utilized at the delivery place nominated by you; and
    - 6.1.2 in the event of the order specifying that you will collect the goods from the Company's premises, upon the goods being made available to you to be loaded onto the mode of transportation selected by you at the Company's premises, with the assistance of the Company, who undertakes to provide all such reasonable assistance as may be required.
  - 6.2 The party responsible for effecting delivery, as contemplated in clauses 6.1.1 and 6.1.2, shall be responsible for the costs of insuring the goods for the full replacement value thereof.
  - 6.3 Where goods are returned in terms of clause 9 below, risk remains with you until delivery of the goods in clean and merchantable condition is made to the Company or the Company's nominated carrier.
7. **INSPECTION BY YOU**

Unless you provide written notice of your rejection of the goods within 10 (ten) days of delivery, the goods shall be deemed to have been accepted by you on the delivery date.
8. **REPAIRS AND RETURNS**
  - 8.1 If you return goods purchased for any reason, the goods must be returned within 10 (ten) days from the date of delivery of such goods to you, unless prior written consent is provided by the Company.
  - 8.2 If you return any defective or damaged goods (other than as a result of misuse, negligence, alteration, faulty repair, ordinary wear and tear or tampering) then the Company will advise you whether the goods will be further repaired, replaced or whether a refund will be paid by the Company to you.
  - 8.3 Any goods made to your request for a pattern, drawing or specification will not be accepted for returns or credits.
9. **CREDIT FOR RETURNS**

Returns of goods for credit may be accepted by the Company on the following terms:

  - 9.1.1 you will allow the Company 10 (ten) days in which to verify the returned goods;
  - 9.1.2 the Company will send a written notice to you of its approval or rejection of the return of the goods;
  - 9.1.3 returned goods will be credited in full less a 20% (twenty percent) handling charge, subject to the goods being in the original packaging and a marketable condition;
  - 9.1.4 the VAT charged on sale of the returned Goods will not be credited unless the original invoice is provided with the returned goods; and
  - 9.1.5 you will bear all carriage costs for all returns.
10. **WARRANTIES GIVEN BY YOU**
  - 10.1 In addition to any other obligations contained in these Terms and Conditions, you hereby warrant and undertake that:
    - 10.1.1 you are aware of the nature and limitations of the goods that you are purchasing and you will communicate the nature and limitations of such goods to the persons operating the goods;
    - 10.1.2 you are in possession of all applicable licences, consents and/or permits and you indemnify the Company against any losses suffered as a result of the use of the goods by your employees and agents;
  - 10.1.3 you shall not market and/or promote and/or advertise the goods for a use for which the goods were not originally intended;
  - 10.1.4 instructions for the use of the goods will be clear and understandable and each of your employees and agents shall be trained by you in the proper usage of the goods;
  - 10.1.5 to the extent that you have been expressly informed by the Company that particular goods were offered in a specific condition, such as in the case of used or reconditioned goods, and you expressly agreed to accept the goods in that condition, or knowingly acted in a manner consistent with accepting the goods in that condition, you will be deemed to have accepted the goods in the condition concerned and shall have no claim against the Company in respect of the nature and quality of those goods and you hereby undertake to:
    - 10.1.5.1 make such nature and quality of the goods clear to your employees, agents and any persons by whom the goods are used; and
    - 10.1.5.2 advise your employees, agents and any persons of the specific condition/s concerned.
11. **WARRANTIES GIVEN BY THE COMPANY**
  - 11.1 The Company warrants that the goods and parts are free of defects and workmanship for the period of set out in the warranty schedule of the manufacturer, which is attached hereto as Schedule 1.
  - 11.2 The warranty period for parts replaced is calculated by the remaining length of the original warranty period provided for in clause 11.1 A warranty period of one month shall be granted, if such remaining length is less than one month.
  - 11.3 The Company will replace damaged parts on condition that the Company determines that the damaged parts cannot be technically fixed.
  - 11.4 Damaged or faulty parts may be replaced by the Company with new parts or remanufactured parts.
  - 11.5 The warranty period for newly purchased parts is half the remaining period provided for in clause 11.1, with a maximum of 6 (six) months.
  - 11.6 The above warranties do not apply if:
    - 11.6.1.1 you change, modify or mount any parts not approved by the Company on the goods without prior written notice or instructions from the Company;
    - 11.6.1.2 you operate and maintain the goods regardless of the effective operation and maintenance manual or other instructions from the Company;
    - 11.6.1.3 you handle or repair the goods improperly, or use non-original spare parts;
    - 11.6.1.4 any damage or defects is proven to be caused by material or workmanship defects; and
    - 11.6.1.5 any damage or defects are caused by accidents, misuse, carelessness or natural disasters;
  - 11.7 Within the warranty period, the replaced parts will be returned to the Company with your assistance and no organization or person has the right to possess the replaced parts, failing which the Company has the right to terminate the warranty and pursue legal action.
12. **EXCLUSION OF LIABILITY AND INDEMNIFICATION**
  - 12.1 Except to the extent required by applicable legislation, neither the Company nor any of its subsidiaries, subcontractors, employees or agents shall be liable or responsible for any loss or damage of whatsoever nature, in consequence of or in connection with the supply of the goods by the Company to you or of any act or omission by you, your subsidiaries, subcontractors, employees or agents.
  - 12.2 Accordingly you indemnify the Company and its subsidiaries, subcontractors, employees and carriers against any and all loss, direct or indirect, including reasonable legal costs, arising from whatever nature, in consequence of or in connection with the supply of the goods by the Company to you or of any act or omission by you, your subsidiaries, subcontractors, employees or agents.
  - 12.3 The Company shall not be liable, unless agreed in writing for transportation, labour, adjustment repairs, replacement of parts, installation or other work which is done upon connection with the goods by a representative not authorised by the Company.
  - 12.4 You shall not operate the goods which you or the Company considers defective without first notifying the Company in writing of your intention to do so; such use will be at your sole risk and liability.
13. **CUSTOMER SPECIFICATIONS**

If goods are made to your pattern, drawing or specifications, no responsibility can be accepted by the Company for any infringement of any patent and you hereby indemnify the Company against any loss in this regard.
14. **GENERAL**
  - 14.1 These Terms and Conditions are governed by the laws of the Republic of Zimbabwe and you consent to the jurisdiction of any Magistrate's Court having jurisdiction over you, notwithstanding that the sum due might exceed the jurisdiction of such court (subject to the right of the Company not to proceed out of such court at its sole discretion).
  - 14.2 You shall not be entitled to cede or assign any of your rights and obligations contemplated in these Terms and Conditions.
  - 14.3 No relaxation or waiver which the Company may permit at any time in regard to the carrying on of these Terms and Conditions shall prejudice or be a waiver of its rights.
  - 14.4 The headings of clauses are used for reference purposes only and are not in any way to be deemed to explain, modify, amplify or aid in the interpretation of these Terms and Conditions.
  - 14.5 Should the Company instruct attorneys to collect any amount you owe the Company, you agree to pay any costs on an attorney and client basis and the collection charges incurred by the Company.
  - 14.6 You warrant and acknowledge that any person who signs any invoice or delivery note on your behalf is and will be deemed to be duly authorised by you to sign the document concerned, on your behalf and to bind you to the terms thereof.
  - 14.7 The Company may at any time amend these Terms and Conditions subject to notification to you in writing of such amendment, which notification shall be deemed to have been received by you 7 (seven) days after it is posted on the Company's nominated website. However, the Terms and Conditions applicable to any invoice shall not be amended for the purposes of that transaction.
  - 14.8 You acknowledge that you are aware that the Company's dealers and sales persons have no authority to vary these Terms and Conditions and the Company assumes no liability and shall not be bound by any representations made by such dealers and/or sales persons save as expressly stated in writing and signed by the managing director of the Company.
  - 14.9 The Company may at any time, without reason, terminate any trading facility extended to you, but only in respect of future transactions, in which case the manner of payment will be determined by the Company.