

## CONDITIONS OF SALE

All orders for goods are accepted from the person (the "customer") applying to Trucorp Ltd (hereinafter called Trucorp) subject to the following terms and conditions which shall form part of and govern the Contract of Sale. Acceptance of goods is deemed to be conclusive evidence of the acceptance of these Conditions of Sale. Any term sought to be imposed by a Customer either in a document or otherwise that conflicts with or adds to these conditions is not accepted, whether contained in any offer, acceptance or counter-offer made by the Customer.

### 1. Payment And Price

- i) Full payment of any Trucorp invoice shall be due 30 days from the date of the invoice, irrespective of whether the invoice is for full or part shipment of goods or services which are the subject of this contract.
- ii) The prices of the goods shall be charged in accordance with Trucorp's current prices which are subject to change and orders are accepted on the basis that the prices charged shall be the prices ruling at the date of despatch. Price lists, or prices quoted do not constitute an offer and a Contract will only be formed when Trucorp has accepted a Customer's Order. iii) Trucorp shall request payment on a pro-forma basis if the customer is new, there is a delay in previous payments or if distributor volumes fall below a certain level. This is not pre agreed and Trucorp have the right to ask for pro-forma payment at any stage of the order process.
- iv) Prices established on the Trucorp.com Website are based on extra handling and transaction fees for processing the order and all major credit cards are accepted.
- v) Unless otherwise agreed in writing by Trucorp the Customer agrees to pay interest on any sums due to Trucorp set out in an invoice issued in relation to this Contract, which have not been paid by the end of thirty days following the date of such invoice at the Base rate of (Ulster) Bank Limited, for the time being. Interest will be charged on a day to day basis on the overdue amount until payment in full has otherwise, incurred by Trucorp in seeking payment of sums overdue. The interest referred to above shall be payable without prejudice to Trucorp other rights and before as well as after judgement. vi) TruCorp do not accept senders or intermediary bank charges failure to comply will result in customers being recharged.

### 2. Availability of Goods

Trucorp will use its reasonable endeavours to comply with the date named for despatch or delivery which date is given and intended as an estimate only and is not to be of the essence of the contract. If due to non availability of the goods or any other cause beyond Trucorp's control. Trucorp shall be unable to effect delivery hereunder it shall be at liberty to terminate the Contract or part thereof by giving notice in writing to the Customer and shall not be under any liability to the Customer.

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### **3. Property and Risk**

- i) For as long as any amounts remain owing from the Customer to Trucorp (whether immediately due or not) title to and property in the goods which are the subject of this Contract will remain in Trucorp and will not pass to the Customer until Trucorp has received payment of all amounts due in full. In the event of the Customer reselling the goods if Trucorp has not received all amounts owing to it, the Customer will account to Trucorp for the proceeds of any such sale and meanwhile will hold all proceeds of sale of such goods upon trust for Trucorp until Trucorp has received such amounts in full. At any time after the date for payment of any amounts due shall have passed without payment in full having been received by Trucorp in full, Trucorp at the Customer's expense shall be entitled to require the Customer to return to Trucorp and shall have the right to enter the Customer's premises or any premises at which the goods are kept from time to time and remove therefrom, all goods which remain the property of Trucorp.**
- ii) From the time of despatch of the goods by Trucorp until the time of delivery to the Customer's premises nominated in the order the risk of any loss or damage to the goods shall be borne by Trucorp and thereafter the goods shall be at the risk of the Customer.**

### **4. Shipping Terms**

- i) Shipments will normally be carried out by Trucorp's specified courier (unless specified by the customer) and this cost will be included in the commercial invoice. Shipment will be on a DDU basis (Delivery duties unpaid). The Customer shall be responsible for the payment of any or all import taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the products. ii) Trucorp will provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity which may be required by the contract. iii) Unless otherwise agreed, Trucorp shall be responsible for all shipping, damages, loss of goods and insurance charges when Trucorp have organized the collection via the specified courier. When the customer organizes collection via their own courier then all responsibility is taken by the customer for any loss or damages of goods and is outside of Trucorp's warranty. iv) If a broker is acting on behalf of the customer for import clearance of the goods, Trucorp must be informed at least 72 hours before the specified collection date. Trucorp will not be responsible for any additional charges or import duty if this notice is not produced on time. v) Trucorp will ensure to place the goods at the disposal of the customer on the date or within the period stipulated. vi) Trucorp will give the customer sufficient notice of the dispatch of the goods as well as any other notice required in order to allow the customer to take measures which are normally necessary to enable him to take the goods. vii) Trucorp will provide the customer with the delivery air waybill, which the customer may require to take the goods. This will be sent as a tracking number with the commercial invoice as standard.**

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**5. Claims**

- i) No liability for any claim for damage will be accepted unless Trucorp is notified in writing by the Purchaser within three days of delivery and unless Trucorp is given the opportunity to inspect the goods which are the subject of the claim.
- ii) No liability for any claim for non-delivery will be accepted unless the claim is notified in writing to Trucorp within fourteen days from the date of invoice.
- iii) No liability for any claim will be accepted in case of goods that differ in quantity or type from the particulars given on the delivery note unless Trucorp is notified in writing by the Customer to prove shortage.
- iv) No liability is accepted for damage or defects caused by abnormal use, misuse or neglect.

**6. Returned Goods**

- i) Trucorp will not accept returned goods for credit or replacement/repair unless such return has been authorised in writing and the goods are received by Trucorp in stock condition and Trucorp reserves the right at its sole discretion to decide whether to accept the return of the goods or whether to replace/repair the goods or whether to issue a credit note in respect thereof.
- ii) The Customer shall unless otherwise stated be responsible for the cost of carriage and insurance in respect of all goods returned by the Customer to Trucorp for service or credit which goods shall be at the risk of the Customer until actual receipt thereof by Trucorp.

**7. Guarantees**

- i) Trucorp agrees to use its reasonable endeavours to ensure that the Products sold to the Distributor comply in all material aspects with the announced Product specifications.
- ii) The guarantee period is of 12 months.
- iii) The guaranteed defective parts may have to be returned to the Company for evaluation before these returned parts are replaced without charge.
- iv) Trucorp shall only be responsible for free service in respect of any faulty new and unsold goods returned by the Customer to Trucorp Service Department during the guarantee period. Trucorp reserves the right to make a charge for the cost of labour and parts not otherwise covered by its guarantee in respect of any other faulty goods returned by the Customer.

**8. Consequential Loss**

The extent of the Trucorp's liability (if any) the Customer for any breach or default whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and Trucorp shall in no circumstances whatsoever be liable to the Customer in respect of any loss or damage whether suffered by the Customer or any purchaser from the Customer and whether direct or indirect consequential or howsoever else arising.

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**9. Law**

i) If any part of these conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions. ii) These conditions and all Contracts for sale between Trucorp and the Customer shall be governed by and construed in accordance with Northern Irish Law.

**10. Cancellation**

No cancellation is permitted by the Customer unless agreed in writing by Trucorp. In the event of cancellation, the Customer will indemnify Trucorp fully against all expenses incurred by Trucorp together with liquidated damages equivalent to 10 percent of the contract price for the goods in question.

**11. Severability**

Each of these conditions shall be severable and distinct from one another and if at any time any one or more of such conditions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the others shall not in any way be affected or impaired thereby.

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