

## **Terms and Conditions for trading with Planters Tea Agency (Malawi) Ltd**

1. **General:** these conditions shall govern all sales of the company's goods and services to the exclusion of any inconsistent terms or conditions proposed or attached by the customer unless the latter are specifically accepted in writing by a director of the company. Subsequently they shall form the express terms and be the essence of any company supply contract.
2. **Quotations:** quotations whilst always available and given freely, do not constitute an offer by the company and no order from the customer shall create a binding contract until considered and accepted by the company. Rates of exchange are applicable.
3. **Orders:** Verbal, telephoned, faxed, or emailed orders and any variations to orders must be confirmed in writing by the customer otherwise the company will not accept responsibility for errors or any subsequent misunderstandings.
4. **Catalogues:** literature, price lists and other advertising are purely an indication of the type of goods available and offered in any prices or other contained therein shall not be binding on the company.
5. **Prices:** all prices quoted are subject to, alteration without prior notice to conform to those ruling at dispatch date, and are offered ex-works, excluding carriage and packaging which are charged extra where applicable. Sales are made using the TT selling rate of the day.
6. **Settlement:** payment of account is net for all goods supplied and is required to be made within 30 days from date of statement unless otherwise agreed in writing with the company. Any devaluation of the Kwacha against the South African Rand, British Pound, United States Dollar or the Euro will affect the value of any items having not been settled, and a further invoice will be issued against those items and will be to the account of the purchaser.
7. **Default in payment:** in the event of any account being one month overdue, the company reserves the right to retract any trade or quantity discount shown and to accept repudiation of any previous contract terms made until reconfirmation is given by the company in writing. Notwithstanding the aforesaid trade/quantity discount and retraction reservations, it shall also be an alternative right of the company as supplier and titleholder until paid, to charge interest on overdue amounts at the rate of one and one quarter times the company's banker's base rate (in Malawi) in force at the date of the default, on accounts remaining unpaid for a period exceeding one calendar month beyond company settlement in terms as set out in clause 6 above, on accounts remaining unpaid for a period exceeding one calendar year beyond company settlement in terms as set out in clause 6 above, interest will be charged at 48% per annum. Such interest to be charged from the date of default until the date payment is received by the company.
8. **Dispatch:** any times quoted for dispatch are estimated only and the company shall not be liable for failure to dispatch within such time.
9. **Damage/loss in transit:** when prices quoted include for delivery charge, those goods lost damaged or misappropriated in transit on reasonable proof of the facts, always provided the customer gives separate written notice to the company and the carriers within the time limit set out in delivery documents and of dispatch notes.
10. **Title and risk:** from the time of dispatch the goods shall be at the risk of the customer who shall be solely responsible for their custody and maintenance as if he were the owner, but unless otherwise agreed the goods shall remain the property of the company until the price has been paid in full and unconditionally or until prior resale by the customer who shall sell in principal only. If the goods are converted into or incorporated with other products while in the ownership of the company then ownership in such other products shall rest in the company as if simply and solely as the goods until such payment or resale as aforesaid. In the event of any resale by the customer of goods or items, the beneficial entitlement of the company shall attach the proceeds or claim shall be held on trust company. In the event of failure to pay the price in accordance with contract, the company shall have power to resell the goods/items after reasonable notice, such power being additional to any other power of sale arising by operation of law or implication or otherwise.
11. **Defects:** the company takes every care with regards to the quality and standard of manufacturing of its goods and whole workmanship. However, as our goods are used for a multiplicity of purposes over some of which the company has no control and against recommendation made by the company, the company excludes all conditions of warranties express or implied by statute or otherwise as to the fitness of its goods/products for any purpose other than originally intended within the laid down capabilities of the products.  
  
Any technical cooperation between the company and the customer is given for the customer's assistance and shall not affect these conditions. All items manufactured by the company are totally guaranteed against faulty workmanship in manufacture, providing the recommended application has been followed.  
  
Maximum claim amount accepted by the company for such defective manufacture would be to the value of the goods supplied originally and agreed in writing as liquidated damages. The company is excluded from all or any liabilities resulting from consequential damage or loss.
12. **Exclusion:** under no circumstances shall the company be liable for personal injuries, loss of revenue or contracts or any consequential damage however caused.
13. **Cancellation:** if the customer fails to make payment in the time and manner specified by the company or becomes insolvent or otherwise subject of bankruptcy law or being a company that had a receiver appointed or passes a resolution for winding up, the company may at its option suspend or cancel further deliveries and treat the contract as repudiated. In the event of order cancellation or amendment by due authorisation of the customer after work in progress has commenced, the company reserves the right to make reasonable charge for such cancellation or additional work after due consideration of the circumstances. Order cancellation will not generally be accepted by the company after goods have been dispatched to or on the customer's behalf.
14. **Legal construction:** the contract shall be deemed made in Malawi and shall be governed by Malawi law for all purposes.