

TERMS & CONDITIONS OF SALE

In these Conditions the following definitions shall apply:

“**Company**” means Neville C. Pouchet Limited.

“**Quotation**” means the document detailing the goods, prices, delivery and entity addressed.

“**Invoice**” means the bill issued by the Company claiming payment for goods and services provided to the Buyer.

“**Goods**” means the articles described in the Quotation and/or Invoice.

“**Buyer**” means the entity addressed in the Quotation and/or Invoice.

“**Contract**” means the Terms and Conditions made by the Company for the sale of the Goods.

All previous terms and conditions of sale are hereby cancelled and all orders accepted by the Company shall be subject to the following:

1) General:

Unless agreed to in writing otherwise, issuance of the Buyer's purchase order or otherwise acceptance of the Quotation, signing a delivery slip or Invoice shall constitute acceptance of the terms and conditions contained herein. The Company contracts upon such additional terms and conditions as are agreed between the Company and the Buyer and the Terms & Conditions of Sale alone. No conditions or terms of the Buyer shall apply to this Contract. No variation of any of these Terms & Conditions of Sale shall be effective unless in writing and signed by a Director of the Company. If the Buyer's order attempts to exclude any part of these Conditions, such exclusion shall be ineffective unless expressly agreed to as aforesaid. No omission by the Company to enforce any Condition hereunder shall operate as a general waiver thereof nor prejudice the Company in the future enforcement of any Condition, whether original or recurring. In the event that any of these Terms and Conditions hereunder may be deemed invalid, illegal or otherwise unenforceable, this shall not affect the validity, legality or enforceability of the remaining Terms and Conditions.

2) Delivery:

Offers for delivery from stock are made subject to the Goods remaining unsold on receipt of order. Orders are accepted and forecasts for delivery are given conditionally on the Company being able to secure the necessary labour and materials, and without liability for delays arising through risks and uncertainties of manufacture, delays for non-delivery by suppliers, freight forwarders, shippers, customs brokers, strikes, accidents, restrictions imposed by the Government, acts of war or any other causes beyond the Company's control. Where the Contract provides for delivery by instalments, each instalment shall constitute a separate contract and any failure or defect in any one or more instalments delivered shall not entitle the Buyer to repudiate the Contract nor to cancel any subsequent instalments. Under no circumstances whatsoever shall the Company be considered liable for Consequential, Liquidated or other third party damages arising from manufacturers' product changes, defects, late or non-delivery, or any other matter however caused. The Company's liability in any instance shall be limited to refund of any monies paid to it by the Buyer.

3) Cancellations:

The Company reserves the right to refuse cancellations or alteration of specifications. These cannot be accepted in the case of goods ready for despatch or in the process of manufacture. In any event, cancellations shall incur varying penalties as determined by the Company considering the timing of receipt by the Company of written notice from the Buyer requesting changes to, or cancellation of the Contract and such penalties shall constitute, but not be limited to, the forfeiture of any part of an advance payment made by the Buyer under the Contract.

4) Returns:

The Company is not obligated to accept any part of the Goods returned by the Buyer but may do so at the Company's sole discretion under the following terms: (i) All returns eligible to qualify for credit or cash refund shall be in original condition and packaging, accompanied by original invoice and shall be subject always to the prevailing (15%) restocking fee (ii) Cash refunds may be considered for returns within 2 working days after delivery (iii) Credit notes may be issued for Goods returned within 15 calendar days after delivery (iv) Under special circumstances, the Company may consider to issue credit notes after 15 calendar days from delivery, under Directors' approval only.

5) Terms of Payment:

All payments shall be in accordance with the “**Terms of Payment**” as stated on our quotation to specifically facilitate successful job progression. Delays in payment may result in deliveries being suspended to outstanding accounts.

6) Property and Risk:

Property, (both legal and beneficial) in the Goods shall remain in the Company until all sums owing to the Company, whether under this contract or any other contract between the Company and the Buyer made prior to the date of this contract shall have been paid in full. Until such time the Buyer shall hold the Goods as Bailee for the Company. Until property of the Goods passes to the Buyer the Company may, without prejudice to any other rights and remedies available to it, recover and resell the Goods and enter any premises of the Buyer or any third party where the Goods are reasonably expected to be located for that aforesaid purpose. The Buyer shall refund to the Company, all attorney's, bailiffs, agent's and other fees, charges, costs and expenses howsoever incurred or payable by the Company, in or about the recovery of all sums due for any part of the Goods remaining the property of the Company under the provisions hereof. Interest shall be charged at the rate of 1.5% per month or any part thereof for Invoices remaining unpaid after 30 days from Invoice date. Risk, in the Goods shall pass to the Buyer on delivery of the Goods to the Buyer. It shall be the Buyer's responsibility to thoroughly check all the Goods at the time of delivery. No claims for damaged goods shall be entertained after delivery.

7) Storage:

In the event that the Buyer cannot take delivery of the Goods as they become available the Company shall retain possession of the Goods in warehouse storage, tagged and put aside in a safe manner and include its existence under the Company's general insurances. This shall be a courtesy service, free of charge for a maximum period of thirty (30) calendar days from the date of first notice of arrival or availability, thereafter storage shall attract a storage fee based upon the volume of the Goods and rate stipulated in the first notice of arrival. Delivery of the Goods shall only be allowed on goods that are free of accumulated storage fees.

8) Fixed Price Contracts:

Due to continually rising costs of raw materials, labour and varying foreign exchange rates, “Fixed Price Contracts” will not be accepted by the company for periods greater than six (6) months unless the Buyer gives his written consent for the unencumbered advance payment (approximately 65% of Contract Price) plus storage rent for the period under consideration, for the procurement of all local and/or imported materials required for the successful completion of the contract.

9) Overtime Costs:

Costs for working overtime cannot be established nor reasonably justified and/or verified without a specific project schedule forecast and anticipated working conditions determined, as such, all overtime required shall be prior approved by the Buyer and/or Buyer's authorised representatives and charged as a variation to the contract at the stipulated rate.

10) Product Warranties:

The Company warrants to the original user of the products sold by the Company (the “Product”) that the Products are free from defects in materials or workmanship. Provided: (i) The Company has been notified within one (1) year of the purchase date and been given the opportunity of inspection by return of any alleged defective Product to the Company, at its operational address, free and clear of all liens and encumbrances, transportation pre-paid, accompanied by the statement of defects and proof of purchase; (ii) the Product has not been modified, abused, misused or improperly installed, maintained and/or repaired during such period; and (iii) such defect has not been caused by corrosion wear and tear. Additional extended warranty periods may exist for specific Products as defined by the Company at the time of sale. The Company's sole obligation under this Warranty is to replace the Product or refund the purchase price, at the discretion of the Company.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT AUTHORISE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS.

THE COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE GOODS, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM THE SALE OR USE OF THE GOODS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

11) Jurisdiction:

All contracts to which these Terms and Conditions apply shall be governed by the Laws of the Republic Of Trinidad And Tobago and shall be deemed as a contract made in Trinidad And Tobago and the Buyer hereby submits to the non-exclusive jurisdiction of the Trinidad and Tobago Courts.