1. **TAXES AND CONDITIONS OF SALE** ("Terms and Conditions")

1.1 When you place an order with Universal Enterprises (Private) Limited t/a Southern Region Trading Co ("the Company") you 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 the order is subject to the terms and conditions set out herein. By placing an order with the Company, you are binding yourself to purchase the goods from the Company. You confirm that you are not binding the Company not intending to purchase the goods.

1.3 These terms and conditions (the "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 be subject to the following terms and conditions:

2.2.1 The goods ordered by you and the specifications pertaining to such goods;

2.2.2 You are responsible for paying for the goods and for satisfying yourself that the goods are substantially in accordance with the description and quality specified on the invoice;

2.2.3 the price payable by you to the Company in respect of the goods and/or for 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 by electronic funds transfer

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 reserves the right to suspend delivery of the goods on the spot date but shall not be bound or held liable for any loss or damage caused by the Company;

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 of the Company's directors or authorised signatory, and proof thereof is conclusive 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 accounts.

4. DELIVERY AND OWNERSHIP

4.1 Delivery of the goods shall not take place until the goods are delivered to you at your premises, or as is agreed in writing between you and the Company, provided that you provide the necessary facilities to offload the goods and will be in a position to accept the goods at the stipulated time.

4.2 You will allow for 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 for 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 to you or a carrier nominated by you or by way of collection by you or on your behalf of the goods from the Company's premises for any reason whatever, 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 No 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 charges are exclusive of any VAT, VERS and any other applicable charges.

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

5.1.1 In the event of your suspending, delaying or canceling any or all of the goods or to require advance payment for them if:

5.1.1.1 you become insolvent, or unable to pay your creditors or seek to effect any compromise with any of your creditors or compromise 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 by the court or by a receiver or manager nominated by you or on your behalf.

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 all goods sold to you shall pass to:

6.1.1.1 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 utilised 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. The Company guarantees the assistance of the Company, who undertakes to provide all reasonable assistance as may be required.

6.2 The party responsible for effective delivery, as contemplated in clauses 6.1.1.1 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 the goods. The Company reserves the right to charge a 10% (ten percent) handling charge for returns.

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 otherwise refunded by the Company.

8.3 Any goods made to your request for a battery, drawing or specification will not be accepted for returns or credits.

9. CREDIT FOR RETURNS

9.1 Return of goods must be approved by the Company on the following terms:

9.1.1 you will be allowed the Company 10 (ten) days in which to verify the returned goods;

9.1.2 the Company will send an invoice to you stating its approval of the 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 returned in clean and merchantable condition;

9.1.4 the VAT charged on the sale of the returned Goods will not be credited unless the original invoice is provided with the returned goods;

9.1.5 you will bear all carriage costs for all returns;

9.2 The Company reserves the right to refuse the return of goods and/or to charge a restocking fee if the returned goods are not in a resalable condition.