



ZAMBEZI STEEL

Standard Terms and Conditions for the Sale and Export of Goods

In the following Zambezi Roofing shall be referred to as "ZAMBEZI ROOFING LIMITED" and the party buying or being in pre-contractual contact to Zambezi Roofing regarding a purchase from Zambezi Roofing shall be referred to as "THE BUYER"

1. Preamble

1.1 These Standard Terms and Conditions shall exclusively apply, save as varied by express agreement and accepted in writing by both parties.

1.2 The offer, sales confirmation, order acknowledgement, order acceptance or sale of any products covered herein is conditional upon the terms contained in this instrument. Any additional or different terms proposed by THE BUYER are objected to and will not be binding upon ZAMBEZI ROOFING LIMITED unless assented in writing by ZAMBEZI ROOFING LIMITED.

1.3 These conditions shall govern any future contract between ZAMBEZI ROOFING LIMITED and THE BUYER to the exclusion of any other terms and conditions, subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by THE BUYER.

1.4 By placing an order or making an offer to ZAMBEZI ROOFING LIMITED, THE BUYER explicitly acknowledges and accepts these general terms and conditions, regardless of whether he made the order or offer subject to different terms and conditions.

1.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document of information issued by ZAMBEZI ROOFING LIMITED shall be subject to correction without any liability on the part of ZAMBEZI ROOFING LIMITED.

1.6 The provisions of these Terms and Conditions apply to contracts with merchants in the normal course of business, as well as to contracts with any other private or legal person as far as legal regulations permit.

2. Offers, orders and specifications

2.1 All offers are without obligation, subject to availability of stock and material.

2.2 The quantity, quality, and description of and any specification for the goods shall be those set out in ZAMBEZI ROOFING LIMITED's quotation (if accepted by THE BUYER) or THE BUYER's order (if accepted by ZAMBEZI ROOFING LIMITED). Any such specification, sales literature, quotation etc. shall be strictly confidential for THE BUYER and must not be made available to third parties by THE BUYER.

2.3 THE BUYER shall be responsible for ensuring the accuracy of the terms of any order submitted by THE BUYER, and for giving ZAMBEZI ROOFING LIMITED any necessary information relating to the goods within a sufficient time to enable ZAMBEZI ROOFING LIMITED to perform the contract in accordance with its terms.

2.4 If the goods are to be manufactured or any process is to be applied to the goods by ZAMBEZI ROOFING LIMITED in accordance with a specification submitted by THE BUYER, THE BUYER shall indemnify ZAMBEZI ROOFING LIMITED against all loss, damages, costs and expenses awarded against or incurred by ZAMBEZI ROOFING LIMITED in connection with or paid or agreed to be paid by ZAMBEZI ROOFING LIMITED in settlement of any claim for infringement of any patent, copyright,

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design, trade mark or other industrial or intellectual property rights of any other person which results from ZAMBEZI ROOFING LIMITED'S use of THE BUYER'S specification.

2.5 ZAMBEZI ROOFING LIMITED reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory requirements and/or which do not materially affect their quality or performance.

3. Price of the Goods

The price of the goods shall be ZAMBEZI ROOFING LIMITED's quoted price. ZAMBEZI ROOFING LIMITED reserves the right, by giving notice to THE BUYER at any time before delivery, to increase the price of the goods to reflect any increase in the cost to ZAMBEZI ROOFING LIMITED which is due to any factor beyond the control of ZAMBEZI ROOFING LIMITED (such as foreign exchange fluctuation, currency regulation, alteration of duties, increase of more than 10% in the costs of materials or other costs of manufacture) or any change in delivery dates.

4. Terms of Payment

4.1 THE BUYER shall pay the price of the goods in advance unless otherwise agreed by both parties in writing.

4.2 Payment shall be affected by interbank payment transaction only; no cheque or bill of exchange will be considered as fulfilment of the payment obligation unless otherwise agreed by both parties in writing. Any payment obligation of THE BUYER shall only be considered as fulfilled when ZAMBEZI ROOFING LIMITED has received the payment full payment amount to its irrevocable disposal. All bank charges are to be borne by the payee and no deductions will be allowed for banking costs

4.3 If THE BUYER fails to make any payment, then without prejudice to any other right or remedy available to ZAMBEZI ROOFING LIMITED, ZAMBEZI ROOFING LIMITED shall at its discretion be entitled to:

4.3.1 Cancel the contract or suspend any further deliveries to THE BUYER; or

4.3.2 Charge THE BUYER interest on the amount unpaid, at the rate of 10% per annum above the interest rate for main refinancing operations of Stanbic Bank Zambia, being valid until payment in full is made.

4.4 If settlement discounts are granted by ZAMBEZI ROOFING LIMITED to THE BUYER in terms of a specific contract, and there are any overdue amounts that have not been settled by THE BUYER, then the discounts are immediately void and may not be deducted.

4.5 ZAMBEZI ROOFING LIMITED reserves the right to assign claims and accounts receivable against THE BUYER to third parties.

5. Delivery

5.1 Where the finished goods sold are to be transported to any other location from the place where production or processing was finished or from the place of ZAMBEZI ROOFING LIMITED's premises for and on behalf of THE BUYER or as a part of the obligations of ZAMBEZI ROOFING LIMITED according to the sales contract, delivery shall be deemed to be the time when the goods are leaving the place where production or processing was finished or the place of ZAMBEZI ROOFING LIMITED's premises.

5.2 ZAMBEZI ROOFING LIMITED shall deliver all goods to the agreed destination as agreed with THE BUYER and in line with the formal Quotation and THE BUYER's purchase order.

5.3 Any agreed delivery time or delivery time notified to THE BUYER by ZAMBEZI ROOFING LIMITED is to be considered as an estimation only and are not to be considered as obligations or promises to deliver.

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5.4 If a fixed time for delivery is provided for in the contract, and ZAMBEZI ROOFING LIMITED fails to deliver within such time or any extension thereof granted, THE BUYER shall be entitled to, on writing notice to ZAMBEZI ROOFING LIMITED within a reasonable time, to claim a reduction of 1% per week of the price payable under the contract, unless it can be reasonably concluded from the circumstances of the particular case that THE BUYER has suffered no loss. This limit shall not apply, if the business had to be settled on a fixed date or, if the delay was caused negligently or intentionally by ZAMBEZI ROOFING LIMITED, its agents or representatives or if there is any further breach of essential contractual obligations.

5.5 A delivery time shall only be considered as being agreed as fixed with the consequences stipulated above, if the expression "fixed" or an equivalent has been used in the written agreement and/or sales confirmation or it can be concluded beyond doubt from other circumstances that the parties intended to agree on such fixed delivery time. If for any reason whatever ZAMBEZI ROOFING LIMITED fails within such time to effect delivery, THE BUYER shall be entitled by notice in writing to ZAMBEZI ROOFING LIMITED to fix a deadline after the expiry of which THE BUYER shall be entitled to terminate the contract.

5.6 Damages may only be claimed for by the BUYER if ZAMBEZI ROOFING LIMITED or their agents or representatives intentionally or negligently failed to fulfil the contract. ZAMBEZI ROOFING LIMITED shall nevertheless be held responsible for not fulfilling any further essential contractual obligation.

5.7 If goods are delivered in a damaged condition or if any goods are missing, THE BUYER must report on the damage or loss within 7 consecutive days from receipt of the goods.

6. Transfer of Risk

Risk of damage to or loss of the goods shall pass to THE BUYER in accordance with the terms of delivery accepted and confirmed between ZAMBEZI ROOFING LIMITED and THE BUYER in each individual sales order (INCOTERMS).

7. Retention of title

7.1 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to THE BUYER until ZAMBEZI ROOFING LIMITED has received payment in full for the goods and all other goods agreed to be sold by ZAMBEZI ROOFING LIMITED to THE BUYER for which payment is then due.

7.2 THE BUYER is not entitled to pledge or assign goods in which title remains vested in ZAMBEZI ROOFING LIMITED by bill of sale as security.

8. Warranties and exclusion clauses

8.1 THE BUYER shall inspect and examine the goods upon delivery and notify ZAMBEZI ROOFING LIMITED without delay (within seven days unless special circumstances apply) of any defects or missing items. ZAMBEZI ROOFING LIMITED warrants that all the items delivered under this agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that detailed designs have not been furnished by THE BUYER, will be free from design defects and suitable for the purposes intended by THE BUYER.

8.2 ZAMBEZI ROOFING LIMITED shall not be liable for the goods being fit for a particular purpose unless otherwise agreed upon, to which THE BUYER intends to use them. The above warranty is given by ZAMBEZI ROOFING LIMITED subject to the following conditions:

8.2.1 ZAMBEZI ROOFING LIMITED shall not be liable in respect of any defect in the goods arising from any design or specification supplied by the buyer.

8.2.2 ZAMBEZI ROOFING LIMITED shall not be liable under the above warranty if the total price for the goods has not been paid by the due date for payment.

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8.2.3 The above warranty does not extend to parts, materials or equipment manufactured by or on behalf of THE BUYER and further damages caused by such parts, materials, or equipment. ZAMBEZI ROOFING LIMITED will however transfer all titles, rights and/or claims against the manufacturer regarding such parts, materials and equipment to THE BUYER on his demand.

8.3 This warranty does not cover defects in or damage to the products, which are due to improper installation or maintenance, misuse, neglect or any use or application other than that which is intended.

8.4 Any claim by THE BUYER, which is based on any defect in the quality or condition of the goods or their failure to correspond with specification and was impossible to detect by the time of the examination of the goods shall be notified to ZAMBEZI ROOFING LIMITED within six months from the date of delivery.

8.5 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to ZAMBEZI ROOFING LIMITED in accordance with these conditions, ZAMBEZI ROOFING LIMITED shall be entitled at ZAMBEZI ROOFING LIMITED's sole discretion to either replace the goods free of charge or repair the goods. If ZAMBEZI ROOFING LIMITED is neither willing nor able to either repair or replace the goods, THE BUYER shall be entitled at THE BUYER'S sole discretion to claim for a reduction of price or a cancellation of the contract.

9. Miscellaneous

9.1 This agreement supersedes, invalidates, and makes null and void, at the date of signing thereof, all other commitment and warranties relating to the subject matter hereof, which may have been made by the parties either orally or in writing prior to the date hereof.

9.2 This agreement shall not be assigned or transferred or made known to any third party by THE BUYER except with the written consent of ZAMBEZI ROOFING LIMITED.

10. Applicable Law; Domicilium Citandi Et Executandi

10.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of Zambia.

10.2 The Parties choose as their domicilia citandi et executandi for all their purposes under this Agreement the addresses appearing beneath their respective names on the first page of this Agreement. It is the BUYERS responsibility to ensure all details are correct at time of order placement.

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