



General Terms and Conditions

1. These General Terms and Conditions govern the sale of Goods or Services from EXSOL Industrial N.V. These terms and conditions shall not be amended or modified except in writing by EXSOL Industrial N.V.
2. Payment
  - 2.1 Unless otherwise agreed, payment must be made either prior to delivery or upon delivery. In the case where payment is not received upon delivery and EXSOL Industrial N.V. agrees to leave the subject invoiced on the Customer's premises, payment shall be due within two (2) days of the date of delivery.
  - 2.2 Credit terms may be offered subject to satisfactory credit vetting of the Customer by EXSOL Industrial N.V.
  - 2.3 Where credit is offered, unless otherwise agreed, payment terms shall be net thirty (30) days of the date of the invoice.
  - 2.4 Where payments are made by company or personal cheques and such payments are returned or dishonored by our bankers due to insufficient funds, EXSOL Industrial N.V. shall be entitled to charge an administrative fee of five per cent (5%) of the payment.
  - 2.5 Customer shall pay to EXSOL Industrial N.V. a service charge on any unpaid sum which is overdue/past due at a rate of two per cent (2%) per month from the date payment becomes due to until the date of full payment of the invoice.
  - 2.6 The customer shall be responsible for all collection charges/legal fees incurred by EXSOL Industrial N.V. for the recovery of outstanding debts.
3. Delivery
  - 3.1 Unless otherwise agreed in writing, delivery of the goods shall take place at the address specified by the Customer on, or as close as possible to the date required by the Customer. The Customer shall make all arrangements necessary to take delivery of the subject invoiced whenever they are tendered for delivery.
  - 3.2 Any damages, shortages, over deliveries and duplicated orders must be reported to EXSOL Industrial N.V. upon delivery.
  - 3.3 The Customer shall sign EXSOL Industrial N.V. delivery note, which shall be confirmation that he/it has checked and verified the goods have been received in good order.
4. Risk
  - 4.1 Risk in the subjected invoiced shall pass the Customer upon receipt of the goods. Where the Customer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to the Customer.
5. Returns
  - 5.1 No cash refunds shall be issued.
  - 5.2 No claim for return of the subject invoiced will be entertained unless written notice is submitted to EXSOL Industrial N.V. at its office within fourteen (14) days after delivery.
  - 5.3 Written permission must be obtained from EXSOL Industrial N.V. for the return of the subject invoiced for credit.
  - 5.4 Where EXSOL Industrial N.V. agrees to accept the return of subjected invoiced that are not damaged, the Customer shall be responsible for the cost of the return delivery to EXSOL Industrial N.V.
  - 5.5 Credit notes may be issues provided the goods are in original and packaging and accompanied by the original invoice and notice of return is received and accepted within fourteen (14) days of delivery.
  - 5.6 EXSOL Industrial N.V. may, in its discretion and in special circumstances, issue credit noted from goods or services returned after fourteen (14) days from the date of invoiced subject to a ten percent (10%) handling charge which shall be deducted accordingly.
  - 5.7 No goods shall be accepted for return after six (6) months from date of invoice:
  - 5.8 No claim shall be entertained on goods damaged after delivery.
6. Liability
  - 6.1 In no circumstances shall EXSOL Industrial N.V. be liable for any consequential loss or damage or any liability more than the subjected invoices.