

SINO-ZIMBABWE CEMENT COMPANY

GENERAL CONDITIONS OF SALE OF CEMENT

The conditions of sale may be altered or amended by us at any time without notice

ACCEPTANCE OF ORDER OR CONTRACT

1. We are prepared, subject to the Conditions set out herein, to sell our products, in certain minimum quantities, to any user or dealer (herein referred to as "the Buyer") provided that these General Conditions of Sale shall be regarded as the basis of every transaction.
2. We reserve the right to our sole discretion to decline to supply to any buyer without ascribing a reason therefore.

QUALITY

3. Our products are manufactured to comply with current Zimbabwe Standard Specifications or, where no Zimbabwe Standard specification exists for a particular product, to the standard specification quoted by us in respect of that particular product.

PRICES

4. All prices are subject to alteration at any time without prior notice.
5. Notwithstanding the date of order and acceptance and irrespective of whether an order may have been partly fulfilled, all supplies will be on a day-to-day i.e. at the prices ruling on the date of collection or dispatch from Works or Depots.
6. All prices are Net. Tarpaulins, siding charges and road motor services charges will when applicable be for buyer's account.
7. Product will not be supplied in pockets at bulk (unbagged) prices.

CREDIT

8. Credit facilities may be granted or withheld at our sole discretion
9. Credit facilities will be for such period as we may decide, but shall not exceed a maximum period of one calendar month after the end of the month of supply

OWNERSHIP AND RISK

10. The ownership of our products, together with transit and all other risks, will pass to the buyer:
 - a. In case of collections at works or depots, when loaded into the collection vehicles.
 - b. In the case of rail deliveries, when loaded into railway trucks at works or depots and accepted by the railways.

PACKING

11. Bagged products will be supplied in non-returnable containers of a quality and type or construction to be determined by us.

CONSIGNMENT STOCKS

12. Goods will not be supplied on consignment

BROKERAGE

13. Brokerage will not be paid in any order

SUSPENSION OF DELIVERIES

14. Deliveries of our products may be wholly or partially suspended consequent upon:
- a. Fire, accident, storm or unforeseen circumstances beyond our control, act of God, breakdown of machinery or vehicle, strikes, lockouts, government order, war or civil commotion.
 - b. Inability to obtain railway trucks or other vehicles, raw materials, fuel or packing materials.

In such an event the buyer shall, after having furnished to us written notice of his intention to do so, be at liberty to procure elsewhere, at his own cost and risk, such supplies as may be necessary to permit work to be carried on and the quantities so obtained shall be deducted from the total quantity to be provided by us in terms of any existing contract.

It is a condition of sale that the Buyer shall have no claim for damages against us in respect of any loss, increased cost or prejudice caused by suspension or delay in delivery arising from any of the causes listed herein.