

CONDITIONS OF SALE

The following conditions apply to the sale of goods:

1. Goods are sold as seen with no warranty, representation or condition, implied or stated, concerning the goods and, in particular (and without limitation), the Company makes no warranty as to fitness for purpose, value, operation or performance. All warranties, obligations and liability of any kind, whether in contract, tort or otherwise are expressly excluded.
2. Title to the goods shall pass to the Buyer upon payment in full. If payment is made by cheque, title shall not pass to the Buyer until the cheque has been honoured.
3. The Buyer shall remove and transport the goods at his own expense after receipt of title and shall indemnify the Company in respect of any damage caused to third parties thereby.
4. Risk in the goods shall pass to the Buyer upon title passing or upon earlier collection of the goods if agreed by the Company. The Company shall not be liable for any loss, injury or damage whatsoever sustained by reason of any defect in the goods, whether such defect in the goods be latent or apparent on examination of the goods. The Buyer hereby indemnifies the Company against all claims for damages in consequence or arising out of any defect in the goods.