



AFRICAN MARITIME SERVICES NAMIBIA (PTY) LTD

P.O. Box 3852, Walvis Bay
2003 Ben Amathila Avenue, Walvis Bay, Namibia
Tel: +264 209469 Fax: +264 209595
Email: info@africanmaritime.com.na

CONDITIONS OF SALE

1. **APPLICABILITY**

The following conditions shall apply to all sales by African Maritime Services (Namibia) (Pty) Ltd ("the Company") of goods manufactured, assembled or purchased and resold by the Company except where such clauses are specifically amended or excluded in writing by the company.

2. **OFFERS**

Offers by the Company shall only be valid if made or confirmed in writing in the form of a letter, quotation or supply contract and all such offers shall be subject to these conditions of sale. Price lists and other Company publications are for information only and do not constitute offers. Orders shall not be binding upon the Company unless they are accepted in writing by the Company.

3. **PRICES**

Prices shall be expressed in Incoterms for the purposes of Clause 7 hereof. Unless specifically agreed to by the Company in writing orders are accepted on condition that prices shall be those ruling on the date of dispatch.

4. **TERMS OF PAYMENT**

If the terms of payment for goods sold by the Company have not been specified in writing by the Company, they shall be cash payable in full within thirty days of date of statement. If payment is not made as specified by the Company or in terms hereof, the Company shall be entitled to charge the purchaser interest on the amount due at the prime overdraft rate charged by First National Bank of Namibia Limited of Namibia and to repossess the goods supplied without prejudice to the Company's other rights.

5. **PAYMENT**

All payments shall be made in the currency invoiced to African Maritime Services (Namibia) (Pty) Ltd at the address appearing on the face of the monthly statement or P.O. Box 3852, Walvis Bay, Namibia.

6. **RATES OF EXCHANGE**

The rate of exchange applicable to export sales shall be the rate of exchange ruling on the maturity date of the instrument of payment accepted by the Company in accordance with Clause 4 hereof.

7. **DELIVERY AND RISK OF LOSS OR DAMAGE**

The liability for risk of loss of or damage to goods in transit shall be determined in accordance with the meaning specified by "Incoterms 1953" for each of the terms "Ex Works", "FOR", "FOV", "FAS", "FOB", "C&F", "C&F Landed", "CIF", "CIF Landed" and "Free Delivered Destination". The delivery of all goods sold by the Company shall be "Ex Works" unless otherwise specified in writing by the purchaser and accepted in writing by the Company and provided the method of delivery is limited to any one of the "Incoterms" recorded herein.

8. **INSURANCE AND FREIGHT: CIF and C&F Sales**

The Company shall effect insurance in respect of C.I.F. sales on the terms of the current London Institute Cargo Clauses (All Risks) and will not effect war risk insurance or any other insurance unless specifically requested to do so by the purchaser when it will be at the purchasers cost.

Any alterations to the insurance or freight charges shown on the Company's written offers, order acceptances, quotations or any other documents are for the account of the purchaser unless the Company has agreed in writing to be accountable for such alterations.

9. **PROHIBITION OF SET-OFF**

The purchaser shall, under no circumstances, deduct any amount from the amounts due to the Company as indicated in the Company's statements without the prior written authority of the Company.

10. **FULL SPECIFICATIONS**

Full specifications or reference to recognized and accepted specifications must be given by the purchaser with all orders. If no or incomplete specifications are submitted, goods shall conform to the Company's standard specifications applicable to the type of goods ordered and the normal use to which such goods would be put.



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11. WARRANTY

The Company warrants that the goods shall comply with the specifications recorded in the Company's written offer or the purchaser's order, but make no further warranty and, in particular, the Company shall not be liable for indirect or consequential damages resulting from specialist or unusual requirements of the purchaser other than those stipulated in writing in the Company's offer or the purchaser's order as accepted in writing by the Company.

The Company shall at its option either compensate the purchaser for or replace without charge goods proven to be defective of which fact and the extent of which the Company shall be the sole judge.

12. PASSING OF OWNERSHIP

Ownership of goods shall pass to the purchaser only when full payment for the goods has been made to the Company.

13. IMPORT PERMITS

In the case of export sales, the purchaser shall obtain and shall maintain in force all necessary permits:

- 13.1 to enable the goods to be imported into the country of destination, and
- 13.2 to enable payments to be effected in accordance with these conditions of sale.

14. GOVERNING LAWS

The rights and obligations of the Company and its purchasers shall be governed by the laws of the Republic of Namibia and the purchaser agrees to submit to the jurisdiction of the Courts of the Republic of Namibia for the determination of all disputes.

15. EXPORT SALES MONETARY INCENTIVES

Unless otherwise stated in writing, all monetary and other incentives pertaining to export sales shall accrue to the Company.

16. OVERRIDING EFFECTS

The conditions shall override any terms or conditions stipulated, incorporated or referred to by the purchaser in any order or negotiations.

17. VARIATION

No amendment or variation of these conditions of sale shall have any force and effect unless recorded in writing and signed on behalf of the Company by an authorized signatory.

18. RELAXATION NOT WAIVER

No relaxation or indulgence of these conditions by the Company in favour of the purchaser shall be construed as a waiver of the Company's rights.