

ECOCONSTRUCT'S TERMS AND CONDITIONS OF SALES

These terms and conditions have been developed to clarify the expectations and performance requirements of both the supplier (Ecoconstruct Plc) and the customer in order to maximize speed, efficiency, and accuracy of the concrete precast product orders for the customer's project.

All points from this Terms and Conditions unless otherwise amended and agreed in writing will be deemed to have been read and accepted by the customer and will overrule all other contract documents sent to Ecoconstruct Plc.

1. Prices: Prices are subject to change without notice. Deliveries will be made at agreed prices.

2. Damage Claims: Claims for faulty products will not be considered:-

- a) The customer must have an authorized representative on site at all times during delivery activity and all products are to be accepted and signed for upon delivery to site.
- b) We take no responsibility for any damage caused to products once delivered to customer's site.
- c) If the said products arrive damaged, it is the customer's responsibility to note the damage to the unit on the delivery receipt, if no notation is noted on the delivery receipt, we take no responsibility of any said damage.
- d) Claims can only be indicated for damaged above 10% of products sold.

3. Payment: Approved account payment must be made in full prior to commence manufacturing:-

- a) Alternative acceptable payment methods include advance payment of 70% by cash, bank cheque or cleared funds deposited into the company holding account. (Account Number and transaction reference number will be provided on request).
- b) No retentions will be held by the customer.
- c) Interest is payable on overdue accounts. Interest is charged at the rate of 5% per week.
- d) 'Payment when paid' clause is not acceptable.
- e) Any form of payment bond or guarantee is excluded.
- f) Unless instalments payment arrangements have been made.
- g) If payment is made by cheque, payment will not be deemed to have been made until the cheque has been cleared by the bank on which it is drawn.
- h) The customer shall not be entitled to make short payments or deduct retentions from payments unless by prior agreement.

- i) Once payment terms are breached in any way, the company reserves the right to withhold supply, terminate agreements in relation to undelivered goods or services, terminate all facilities and institute legal action for recovery of outstanding amounts and costs incurred.
- j) The purchaser agrees to pay to the company on demand all costs and expenses, including legal costs on a solicitor/client basis, incurred by the company in the collection of any overdue amount.

4. Title and Risk: Title in the products shall not pass to the customer until payment in full for the products together with any interest or associated costs have been received.

5. Samples/Displays: Any sample product or display is provided to indicate only the general nature of the product. We provides no warranty or guarantee that the products supplied shall correspond in colour, texture or blend with any previously supplied sample or viewed display.

6. Efflorescence: We make every effort to minimize the occurrence of efflorescence in the precast products. Nevertheless, efflorescence may from time to time occur. Efflorescence must be taken for what it is – a natural occurrence in a product made from natural raw materials. We will not accept any liability or claims should efflorescence appear in our products.

7. Product Blending: The complete company’s product range is manufactured using the finest natural raw materials available. These natural raw materials will from time to time exhibit shade variations. As a result all materials should be blended by mixing. We will not accept liability for “patchy” areas of products. It remains the responsibility of the customer to ensure the products are blended adequately.

8. Appearance: All architectural precast concrete, the company take extreme care to ensure the product quality is the best that it can be. However concrete and its ingredients (sand, aggregate, cement, and oxides) are natural products and can have variations in color, shape, size and natural properties. E.g. quartz crystal veins.

Concrete color can also vary from day to day and product to product due to environmental fluctuations in temperature and humidity, raw material moisture content, concrete curing time, aggregate batching and source supply. With vibration of concrete it is also difficult to achieve a completely uniform distributed look.

With our development the company has established many effective procedures to reduce the inconsistencies and variances in concrete. We are, however, unable to guarantee that all products will have precisely the same consistency and look.

9. Honing/Polishing: Any product that is honed or polished may be subject to a thickness reduction of up to 10mm.

10. Product Size Variation: The stated sizes are nominal sizes only. Size variation may from time to time occur as a result of the manufacturing process.

11. Wastage: The Concrete Masonry Industry allows up to 5% wastage factor. So customers should add 5% on their purchase plan.

12. Warranty of Quality

12.1. We will not be bound by or subject to any condition warranty obligation or liability whatsoever in respect to the condition, merchantability or fitness for purpose of goods supplied by ourselves and except for any non-excludable condition warranty obligation or liability which is implied as a matter of law.

12.2. Any complaints regarding the quality of goods supplied must be made in writing to us within two (2) days of delivery of the goods. Goods subject to any claims must be preserved intact and available for inspection by the company.

Whether or not goods are inspected by the company, return of goods to us will be at purchaser's expense, unless we have otherwise agreed in writing. Goods being returned to us must be in the same order and condition as that in which they were delivered. If we are satisfied that the goods are of legally inadequate quality, we may replace the goods.

12.3. We will not in any circumstances be liable for any loss or damage, whether direct or consequential, resulting from the use or application of goods or from further processing of goods whether due to defects in goods or otherwise, even if such loss or damage is the result of the negligence of the company.

12.4. Where the Trade Practices implies conditions or warranties the agreement arising from or incorporating these conditions, the liability of us in the event of a breach of such a condition or warranty (other than a condition or warranty implied by the Act) will be limited, subject to that Act, to: in the case of goods, the repair or replacement of the goods, at the option of us; and in the case of services, the re-supply of the services.

12.5. All other implied conditions and warranties are hereby excluded to the full extent permitted by law.

13. Ability to Supply: Every effort will be made to carry out any contract or order placed with us, but no responsibility will be accepted for delays caused by a limited supply of stock. We also reserve the right to deliver by installments and failure to deliver any installments shall not place any liability upon us.

14. Order Cancellation or Deferment: No requests to cancel or defer orders will be accepted by us unless they are authorised in writing by the General Director of the company or his/her nominee.

15. Order Deposit Refund: Should a customer request a refund for a “made to order” deposit they will need to make that request in writing to the General Director of the company or his/her nominee. The customers’ eligibility to a refund will be at the discretion of the company.

16. Postponed Orders: Orders placed with an expected delivery or pick-up date, that are postponed for periods greater than 1 week, will be returned to stock with a restock fee of 25%. Any cancelled order having to be made up additional times incur a 100,000 FCFA fee.

17. Made to Order Products: These products are non-standard products and will be manufactured to order. Due to concrete batch sizes there may be small over runs above the original ordered quantity. These extra quantities will be delivered, invoiced and must be paid by the customer.

18. Deliveries: Variations of quantities from those shown on delivery notes, must be reported in writing within 24 hours of delivery otherwise no responsibility will be accepted by the company for such claims. Product delivered to unattended sites shall be the customer’s responsibility and company will not accept claims for shortages. Delivery dates are estimates only and the company is under no liability for any loss or damage arising if delivery is not made on an agreed date. The delivery records of the company are prima facie proof of delivery of the product in good order and in the quantity and of the description ordered. Standard time designated for unloading is up to 1hr. Should unloading time exceed 1hr the company or its delivery agent reserve the right to apply additional delivery charges to customer.

19. Site Damage: The Company will take as much care as possible when delivering products to site. However, the company will not be responsible for any damage or injuring to persons, creature or property. Please ensure that our drivers have easy access.

20. Delivery Instructions: Any special delivery instruction will be assessed on site by our agent’s delivery driver. We reserve the right to refuse any delivery instruction that is deemed to be dangerous and or unreasonable. In these cases product will be left on nature strip or any other convenient area at the customer’s responsibility.

21. Roadway/Footpath Soiling: Our delivery agent may refuse any delivery instruction that may cause soiling to roadways and/or footpaths. In these cases product will be left on any convenient area at customer’s responsibility.

22. ‘Specials’ or ‘Seconds’: Where a product is supplied by the company as a ‘second’ or ‘special’ no warranty is given by the company. The company shall not be liable in any way for the performance or use of, or any defect in, such a product.

23. Pallets: Pallets remain the property of The Company at all times and will be collected at our convenience. A pallet deposit charge will apply. Deposits refunded by cheque only.

Permission to enter private property to collect the company's empty pallets is provided by customer.

24. Liability Limitation: The total of any claims for defective workmanship, defects as a result of product supplied by the company or any other losses or damages incurred as a result of any act of omission of the company is limited to the lesser of the price charged for the product and the amount of loss or damage incurred.

25. Estimate: Any plan take-off or quantity estimate that the company provides will be undertaken on the basis that it is an estimate only. The company shall accept no responsibility or costs which may be incurred by the customer resulting from the company's estimate being inaccurate.

26. Variation: The Company may vary these terms and conditions of sales from time to time by giving notice of such variation to the customer.

27. Law: OHADA Uniform Treaty applies to these terms and conditions of sales.

28. Entire Agreement: These terms and conditions of sales and any written quotation given by the company to the customer comprise the entire agreement between the company and the customer and, subject to any applicable law, any warranties, representations, guarantees or other terms or conditions or whatsoever nature not contained in and recorded these terms and conditions of sales and any written quotation is of no force or effect.

29. Severance: If any provision of these terms and conditions of sales is invalid and not enforceable in accordance with its terms, all provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with their terms.

30. Warranties and Liability: The Company will use its best endeavours to comply with its obligations under these terms and conditions of sales. However, the company will not be liable to the customer for any reason, including for breach of these terms and conditions of sales, unless such breach is serious and deliberate, and in that case, the liability of the company is limited to the price quoted.

31. Cavetable Interest: The Customer hereby charges in favor of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which it now has any legal or beneficial interest or in which it later acquires any such interest with payment of all monies owed by the Customer and consents to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property;

32. Goods and Services Tax: Any price payable for a supply made by the company under these terms and conditions of sales will be increased or decreased (as is applicable) by an amount equal to the net effect of any New Tax System changes on the cost of the provision of that supply by the company. In this clause:

33. Scope of Works:

33.1. The quote is for the manufacture and delivery of the Precast Products as listed in the quote (Proforma Invoice) only on a “Free on Truck” basis to site.

33.2. The price strictly is based on the document noted on the quote. Any changes in this document may affect the price accordingly.

33.3. Inclusions and exclusion of the scope of works is strictly as per the quote, any items not mentioned are strictly excluded.

33.4. The customer is responsible for product offloading and onsite storage, etc.

34. Deliveries of Products:

34.1. The customer must provide adequate access to and around the site, including adequate ground preparation for delivery trucks. The company takes no responsibility for inspection of access or ground preparation for delivery trucks. It is the customer’s responsibility.

34.2. A sequenced delivery programme including item reference, date and time must be supplied to the company in writing only, at least one week (5 working days) before deliveries are to take place with final confirmation given within 48 hours of delivery. All delivery dates and times are subject to agreement by the company, and company shall have no liability for any loss, cost or damage arising from failure to deliver on time.

34.3. Delays may occur due to traffic, truck availability and loading requirements, which can result in disruption of product arriving on site for which the company cannot be held responsible.

35.4. The company will take all reasonable efforts to load the precast units in the order of lift off sequence however due to transport efficiencies and safe loading procedures there is no guarantee that all units will be delivered in the requested sequence.

36.5. There has been no allowance for any in street operations or permits, traffic management plans or traffic control operations.

35. Prevention of Performance: Where a contracting party is himself the cause of the failure of performance, either of an obligation due from him or condition upon which his liability depends, he cannot take advantage of the failure.