

SAKKHO TRADING TERMS



The following terms have the following meanings in this document unless the context requires it otherwise: Sakkho means the supplier. Product(s) mean the product(s) advertised or offered by Sakkho for sale. "Client, Customer or Purchaser" means any person who has placed an order for a product that is offered by Sakkho. The Supplier and the Purchaser may be referred to herein separately as Party and jointly as "Parties".

1. ACCEPTANCE OF ORDER BY SAKKHO

Sakkho is not required to accept any order placed by Customer ("an Order") and may accept part only. The acceptance by Sakkho of an order for Product is based upon the express condition that Customer is bound by these Trading Terms. No other Trading Terms whether issued or subsequent to an Order have any effect whatsoever except to the extent expressly agreed by Sakkho in writing. Incoterms 2010 is incorporated into these Trading Terms.

2. PRODUCT SPECIFICATIONS

- Sakkho reserves the right, at any time and without notice, to discontinue the production or change the specifications of a Product. No such change or discontinuance will affect the obligations of either Sakkho or Customer for an Order accepted by Sakkho.
- Products are natural products and variations in colour and finish are inherent in them; and some Products are assembled by hand showing inherent asymmetrical variations. Accordingly, Products are sold on the basis that such variations will be present.
- Generally Customer will be required to sign and accept a Product I.D. sheet describing the model and specifications of Product(s) ordered.
- All Orders are subject to product availability and may require manufacture.

3. PRICES AND PAYMENT

- All published prices for Products are subject to change at any time and without notice. Unless otherwise specified on an accepted Order for Products, prices are ex works Melbourne and the terms of payment are that 50% deposit will be paid at Order and that final payment must be made on delivery of Products. All overdue payments shall be subject to an additional interest and service charge calculated at the rate of two percent per annum above the rate prescribed from time to time under the Penalty Interest Rate Act 1983 (Vic).
- Quotation for Products are valid while stock last or for a maximum period of 14 days.

4. WHEN THE ORDER SPECIFIES TERMS OTHER THAN EX WORKS

- and in the sole judgment of Sakkho, Customer's financial condition at any time does not justify the commencement or continuance of the extension of a line of credit to Customer;
- Sakkho may make a written demand for full or partial payment in advance of delivery. Sakkho may cancel all or any part of the Order if Sakkho does not receive payment within the time prescribed in any such demand.
- Sakkho may require as a condition of acceptance of an Order that for the partial or full amount due, the Customer provides an irrevocable letter of credit from an Australian bank approved by Sakkho for the purchase price payable in respect of the Order. Such credit shall authorize payment against presentation of shipping documents.

5. STANDARD ACCEPTED PAYMENT METHODS

- Telegraphic Transfer (T/T)
- Direct Debit
- Bank Cheque or Money Order (subject to bank clearance prior delivery of goods).

Customer shall not set off against or deduct from any amounts due to Sakkho, all or any part of any amount owed or alleged to be owed by Sakkho to Customer or any damages or losses which Customer may have sustained as a result of any breach or alleged breach by Sakkho of any obligation of any kind to Customer.

6. TAXES

- Prices do not include any tax (including Australia's Goods and Services Tax) or other government charges levied on the sale of Products ordered or sold hereunder. Customer is solely responsible for, and shall pay to Sakkho upon demand by Sakkho, any such tax, charge or assessment.
- In these Terms the expressions GST, supply, recipient, tax invoice, taxable supply, and consideration have the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.
- The price specified in an Order or in any other documentation is expressed on a GST exclusive basis except where otherwise expressly noted to the contrary. Except where the price is expressed to be GST inclusive, where a party making a taxable supply (the supplier) is or becomes liable to pay GST in respect of that taxable supply, the recipient of the taxable supply must pay to the supplier an additional amount equal to the amount of the GST payable by the supplier, in respect of that taxable supply. The amount payable must be paid on the later of the due date for payment (or provision) of the relevant consideration and the date the recipient receives a valid tax invoice in respect of that taxable supply (or adjustment note, if applicable).
- The recipient of the taxable supply must then remit the amount of the GST payable to the appropriate authority.

7. TITLE AND RISK OF LOSS

- Risk of loss of Products shall pass to Customer in accordance with Incoterms 2000 for Ex Works Contracts unless otherwise agreed and signed for hereunder by the Purchaser.
- Title of goods shall pass to Customer upon payment in respect thereof being made to Sakkho. Until title of goods is transferred to Customer, Customer will:
 - store the Products separately and in such a way that they are clearly identified as being owned by Sakkho;
 - insure and keep the Products insured for their full replacement value; and
 - hold the Products as bailee for Sakkho.
- Without affecting any other obligations regarding payment hereunder, until the Products are paid for in full, Sakkho authorises Customer to resell the Products as the agent of Sakkho. However Customer must not represent to any third parties that it is in any way acting for

Sakkho and Sakkho shall not be bound by any contracts with third parties to which Customer is a party.

- Until the Products are paid for in full, Customer shall keep records of all such Products and after resale (if any) shall pay the proceeds into a separate account and promptly account to Sakkho from this account for the full price of the Products.

8. DELIVERY

- Sakkho shall use all reasonable endeavors to have Product available for delivery in accordance with the delivery date nominated in Orders, but Sakkho shall not be liable for delays or failures to effect delivery on a particular date whether for reasons of force majeure or otherwise.
- Sakkho expressly reserves the right to have Products ordered available for delivery in any number of separate lots. During periods of shortage or unavailability of Products, Sakkho shall have the right to prorate and/or allocate its available supply of such Products among its customers in any manner as Sakkho deems appropriate.

9. DELIVERY (LOADING & UNLOADING)

When there is an allocated time slot for delivery and unloading of Products purchased, Customer shall be liable for any excess time required to unload goods.

10. SAFETY DURING DELIVERY

- In the interest of the Australian Occupational Health & Safety (OH&S), it is the Customer's legal liability to provide a safe environment during delivery of Goods ordered.
- Delivery may be refused or cancelled if a delivery location, whether located in Australia or Outside Australia, is not safe and subsequent delivery and related fees are the Customer's responsibility.

11. QUOTATIONS FOR SHIPMENT & DELIVERY

- Where delivery is expressed in a quotation or an Order to be other than Ex Works Melbourne, delivery shall be effected using such modes of transport and such carriers as Sakkho, in its sole discretion, deems appropriate. Where a quotation or an Order specifies that delivery is to be made to Customer, Customer is responsible for delivery costs. Where a price for delivery is quoted in any Order, Customer is solely responsible for any increase in that cost and is solely entitled to any benefit arising from a decrease in that cost.
- Quotations for delivery are usually valid for a period of 14 days maximum or as per the issuing shipping company.
- Transit insurance is the Customer's liability.

12. INSPECTION BY CUSTOMER

Customer shall examine all deliveries of Products as they are received and report promptly to Sakkho any alleged error, shortage, defect or nonconformity in any such Products. Failure by Customer so to examine and report shall constitute a waiver by Customer of any claim or right of Customer against Sakkho howsoever arising with respect to any such error, shortage, defect or nonconformity reasonably discoverable by such an examination.

13. EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY

- Except where provided for below, this clause 16 does not exclude, restrict or modify any term, right, condition or warranty where to do so in the circumstances would breach a provision of the Competition and Consumer Act 2010 or any equivalent State or Territory legislation applicable to an Order.
- It is the sole and exclusive responsibility of Customer to determine the suitability of any and all Products for Customer's use.
 - Customer agrees that Sakkho does not make any representation beyond that contained in the authorized written materials published by Sakkho in respect of any particular Product.
 - All implied terms, conditions and warranties (whether statutory or otherwise) are hereby excluded.
 - If legislation applicable to a contract formed out of an Offer implies into the contract any term, condition right or warranty which cannot be excluded and if Sakkho breaches such term, condition, right or warranty, then the liability of Sakkho is (if permitted by the relevant legislation) limited, at the election of Sakkho, to replacement of the Product, the payment of the cost of having the Product supplied again or refund of the price paid for the Product.
 - Subject to clause 16(d) above, Sakkho shall not have any liability whatsoever (whether in contract, tort including negligence, pursuant to statute or otherwise) to Customer for any loss of profits or any indirect or consequential loss or damage of whatsoever kind in respect of Products (including any act or omission of Sakkho).
 - Where the provisions of clause 16(d) do not apply and otherwise subject to this clause 16, in the event that Sakkho is liable to Customer then the total and aggregate liability of Sakkho whatsoever (including in contract, tort including negligence, pursuant to statute and otherwise) arising out of, or otherwise in relation to, Products (including any acts or omissions of Sakkho in the performance of this Agreement) shall be limited to payment of damages recoverable at law up to a maximum of A\$500.

14. INDEMNITY

Customer indemnifies Sakkho, its officers and employees and agrees to keep it indemnified from and against any loss, claim or damages (including, without limitation, any costs) suffered, incurred or brought against Sakkho by a third party relating to the Products or any use by the third party of a Product.

15. TRADE MARKS

- Customer has no right to use any trademarks or trade names applied to Products, except solely and directly in connection with the authorized legal sale or advertising of the relevant Sakkho Product.
- Sakkho is a registered trademark of Joseph Nyamuka used under license therefrom;

16. BRAND EQUITY

Sakkho reserve the right to refuse supply of goods when it is established that the Purchaser will endeavor in commercial or non-commercial practices affecting Sakkho's brand equity.



17. FORCE MAJEURE

Sakkho is not liable to Customer for any total or partial failure to perform any obligation owed to Customer where such failure is due to force majeure. "Force majeure" means any circumstance which is outside the reasonable control of Sakkho and includes, without limitation, bad weather, disruption in supplies of Products, Government actions, terrorists threats, strikes and lockouts and all circumstances whether or not those circumstances were in existence or in contemplation at the date an Order was accepted by Sakkho.

18. WAIVER OF PRIVACY

a) When applicable, the person signing this document agrees that Sakkho may seek from a credit reporting agency a credit report containing personal information about him/herself as Sole trader or Partner in relation to a transaction between the Parties.
b) The person signing this document agrees that Sakkho may provide the Purchaser's personal information to third parties in respect to the natural course of the transaction.

19. NO PARTNERSHIP, NO AGENCY, NO EMPLOYMENT

Neither Party shall hold out any other party to these Terms as Partner, Agent or Employee. To the extent permitted at Law, any act or omission of either Party shall not bind or obligate the other except as expressly set forth in these terms.

20. NO OWNERSHIP, NO JOINT-VENTURE

Ownership shall be limited to the Ownership of goods when paid in full by the Purchaser. Nothing in these Terms shall constitute or be taken to constitute the Purchaser as an owner of Sakkho or in a joint-venture with Sakkho for any purpose whatsoever.

21. NO GIFT, ALLOWANCE, BENEFIT, CONTRIBUTION, COMPENSATION OR FAVOR

Sakkho does not supply goods or services as gifts, allowances, benefits, contributions, and compensations or as a favor. No such representation shall be made by the Purchaser for paid or unpaid goods ordered by the Purchaser and delivered by Sakkho which are payable in full.

22. NO BARTER

Sakkho does not exchange goods or services supplied by Sakkho for the value of goods or services offered by a Purchaser. No such representation shall be made by the Purchaser for paid or unpaid goods ordered by the Purchaser and delivered by Sakkho which shall remain payable in full.

23. LANGUAGE

English is the language to be used by both parties.

24. ACKNOWLEDGMENT

a) Customer acknowledges that he/she was made aware of terms included in this document either by presentation of this document or by a clause mentioned within a written invoice or quote related to an Order. This document can also be an electronic format or email.
b) Customer or anyone on behalf of the Customer first makes a deposit toward an Order is deemed to have accepted all terms included herein.

25. GOVERNING LAW

These terms and conditions shall be governed by, and construed in accordance with the laws of the State of Victoria, Australia.

26. VIENNA CONVENTION

The provisions of the Vienna Convention for the International Sale of Goods are excluded.

**FOR LOCAL DELIVERY LEAVE BLANK
FOR INTERNATIONAL ORDERS SELECT ONE INCOTERM BELOW**

CFR
(Cost - Freight)
Customer pay
Freight

CIF
(Cost - Insurance - Freight)
Customer pay
Freight & Insurance

FOB
(Free - on - Board)
Goods loaded onto ship
Port to be Confirmed

SIGN AND RETURN A COPY TO SAKKHO - info@sakkho.com

COMPANY

NAME
(print)

POSITION

DATE

**► SIGN
HERE**

ACCEPTED & SIGNED AND ON BEHALF OF THE PURCHASER

OFFICE USE ONLY

INVOICE No:

PROCESSED BY:

DATE: