

WESTERN ROD AND WIRE LIMITED

CONDITIONS OF SALE

1.1 Offers

- 1.2 Any offer, quotation or estimate issued by Western Rod and Wire Limited (WRWL) is subject to the terms and conditions contained in the Offer and the terms and conditions herein.
- 1.3 In the event of a conflict between the terms and conditions contained in the Offer and the terms and conditions herein, the terms and conditions contained in the Offer shall prevail provided such Offer is made in writing and signed by a Director of Western Rod and Wire Limited.
- 1.4 All Offers made by WRWL are subject to confirmation by the Buyer at the time of order placement.
- 1.5 The offer is valid for acceptance up to the end of the month from the date of the offer unless otherwise stated.

2.0 Acceptance of Offer

- 2.1 Any written order or instruction to proceed received by WRWL from the Buyer shall be deemed to be an acceptance of WRWL's Offer on the terms and conditions contained in the Offer and the terms and conditions herein. Any other terms and conditions stipulated or referred to by the Buyer shall be null and void.

3.0 Formation of Contract

- 3.1 A contract (the "Contract") shall be deemed to have been entered into between WRWL and the Buyer when a written order or instruction to proceed is received by WRWL
- 3.2 The terms and conditions contained in the Offer and the terms and conditions herein shall be deemed to be incorporated into the Contract.

4.0 PRICING

- 4.1 PRIOR MONTH AVERAGE LME + PREMIUM
- 4.2 For export Buyers it is the PRIOR MONTH AVERAGE LME + PREMIUM + freight + ANY OTHER NECESSARY CHARGES.

5.0 Variation of Terms and Conditions

- 5.1 No variations or amendments of the terms and conditions governing a Contract shall be binding on WRWL unless confirmed by a Director of WRWL in writing.

6.0 PAYMENT TERMS

- 6.1 Payment must be made either through Telegraphic Transfer/ irrevocable Letter of Credit (LC) confirmed by an International bank with location in Ghana.
- 6.2 For LC's
 - 6.2.1 LC must state that 'plus or minus ten percent in value and volume' or 'maximum' allowed as applicable.
 - 6.2.2 LC not requiring any amendments (clean LC) must be received by our bank at least 15 days prior to shipment date.
 - 6.2.3 LC must be valid for a minimum 60 days after shipment.
 - 6.2.4 LC must be confirmed by Ecobank Ghana Limited or an international bank with a location in Ghana.
 - 6.2.5 Failure by the Buyer to make full payment by the due date shall constitute a default. In such case, any other rights available to WRWL at law or in equity, WRWL will be entitled to assess interest charges upon the Buyer for any overdue amounts.
 - 6.2.6 All orders are subject to credit approval by WRWL. Whenever reasonable grounds for insecurity arise with

WESTERN ROD AND WIRE LIMITED

respect to due payment from the Buyer or with respect to Buyer's financial condition generally, WRWL may demand different terms of payment from those specified above, and may demand additional assurance of Buyer's due payment.

7.0 PACKAGING

- 7.1 The rod is packed in coils.
- 7.2 Coil size and weight shall be agreed upon by the supplier and Buyer at the time of placing the order.
- 7.3 Coils will be wrapped only when it will be exported. The quality and application of the wrapping material is adequate to protect rods from damage, incidental to normal handling and shipment.
- 7.4 Each coil bears a tag showing the manufacturer's name, gross weight, net weight, conductivity, breaking load and tensile strength of rod.
- 7.5 WRWL shall not accept responsibilities if Buyer arranges carriage.

8.0 DELIVERY

- 8.1 The goods shall be delivered after the bank has confirmed receipt of Telegraphic Transfer (TT)/Letter of Credit (LC) and also accepted by WRWL.
- 8.2 Delivery and Transportation provisions applicable to the Order shall be those stated on the Proforma Invoice.
- 8.3 Times quoted for delivery are estimates, not legally binding contractual dates.

9.0 WARRANTY

- 9.1 Subject to the following provisions:
 - 9.1.1 Goods shall correspond with their standard specification and/or the quotation.
 - 9.1.2 If any of the goods shall be found by the Buyer to be defective hereunder and such defects are reported by the Buyer in writing to the Seller in the case of apparent or quality defects within one (1) month of delivery. The Seller may, at its option, either rectify or replace the defective part of the goods at the place of delivery and in condition originally specified but shall not be under any other liability in respect of either the original or any replacement of goods. Defective goods must be redelivered to the Seller at the Buyer's cost.
 - 9.1.3 Nevertheless two (2) months after delivery, no claims will be allowed. The Seller has no responsibility whatsoever after two (2) months from the delivery date if there is no written notice of defect or any quality issue raised.
 - 9.1.4 The Seller shall be under no liability in respect of alleged defective goods unless the Buyer gives to the Seller written notice and details of the defect within the periods mentioned in condition 9.1.2, and the Buyer gives the Seller's representative adequate opportunity to inspect the goods and remove samples for analysis. Goods that have not been processed shall be kept, maintained or dealt with properly in accordance with WRWL standard operating procedures.
 - 9.1.5 The warranties referred to in this condition 9 does not apply to fair wear and tear, nor to damage caused by fire, accident, neglect or act of god, nor to damage during transit to and from the Buyer.
- 9.2 The warranties referred to in this condition 9 are given subject to the following:
 - 9.2.1 the goods having been drawn in accordance with the best practice which is in compliance with standard cable manufacturing processes and adjusted, accepted or modified in any way; and
 - 9.2.2 the structure or framework supporting the goods is adequate to hold the goods in place so that they are able to perform their function according to specification; and
 - 9.2.3 the goods having been correctly maintained and protected from exposure to abnormal conditions; and
 - 9.2.4 the full price for the goods having been paid by the Buyer;

WESTERN ROD AND WIRE LIMITED

- 9.2.5** Changes and/or alterations to the Aluminium Rod are at the Buyer's risk.
- 9.2.6** The Seller's decision on all matters relating to claims under this warranty shall be final. Any Aluminium Rod which has been replaced shall become the Seller's property.
- 9.2.7** It is the Buyer's responsibility to ensure that the goods comply with any local regulations or by-laws.
- 9.2.8** Subject are expressly provided in these conditions, all warranties, conditions or other implied by statute or common law are excluded to the fullest extent permitted by law.

10.0 ORDER TERMINATION

Buyer may not terminate Order without a written consent of WRWL.