



## **1. General**

The terms and conditions stated in this document apply to any and all quotations, pro-forma invoices and invoices made and to all agreements relating to sales and deliveries by Grey Oak Limited. By placing an order at Grey Oak Limited, the Client accepts these terms and conditions to the exclusion of any other conditions. Grey Oak Limited will not accept any other terms and conditions unless mutually agreed upon and accepted by written notification.

## **2. Quotations, Pro-forma Invoices and Orders**

All offers and quotations are made without engagement unless otherwise expressly stated in writing. Orders will be confirmed by Grey Oak Limited in writing by means of either the Order Confirmation or, failing that, the Invoice and Grey Oak Limited shall only be bound by such confirmation.

## **3. Prices**

All prices are exclusive of Value Added Tax or other country specific taxes or duties. All prices are based on the cost factors, import duties, rates of exchange etc. prevailing at the time of the quotation or pro-forma invoice and their respective validity. Until the order has been received these prices are fixed. For orders received outside the validity period, Grey Oak Limited reserves the right to pass on changes in these cost factors or to cancel its quotation or pro-forma invoice or to annul the Agreement summarily in whole or in part.

## **4. Delivery**

Grey Oak Limited strives to make deliveries within the agreed upon delivery time. Grey Oak Limited may deliver in instalments. Grey Oak Limited may also, whenever appropriate, deliver up to 5% above or below the quantity stated in the order confirmation and invoice accordingly. Exceeding the agreed date and or times of delivery by Grey Oak Limited shall not constitute a breach of contract and shall not entitle the Client to annul or terminate the Agreement in whole or in part and or claim for damage suffered by him or others. Delivery shall be ex works, unless otherwise stated in the confirmation.

## **5. Reservation of Property**

The title to all goods delivered shall remain with Grey Oak Limited until full payment of the price. Until the title to the goods has passed to the Client, Grey Oak Limited may (without prejudice to any of its other rights) recover all goods supplied by it, which are already at the Client's premises. Any and all drawings, tools and or materials on rent will remain property of Grey Oak Limited, even after payment of rental dues. The Client has the obligation of ensuring that the condition of the rented equipment is identical upon return as upon issuing. Any damage will be claimed on the Client.



## **6. Claims and Complaints**

Complaints about quantities and defects which could have been discovered during normal careful inspection shall be made known to Grey Oak Limited in writing, within seven (7) days after delivery. Any right to claim shall lapse if:

- claims have not been made in writing;
- Grey Oak Limited has not been given the opportunity to examine the complaint in person;
- the goods continue to be used;
- delivery has taken place more than a three months previously.

Complaints shall in no way entitle the Customer to postpone payment of any undisputed part of monies due to Grey Oak Limited or to set off or deduct any charges, claims or expenses.

## **7. Liability**

Grey Oak Limited shall not be liable for any costs, damages or interest (including consequential damages) whether directly or indirectly incurred due to any advice or recommendation given by Grey Oak Limited or due to operations it has undertaken, to non-delivery or to the application or use of the goods. Grey Oak Limited shall only be liable for defects in material and/or manufacture. If Grey Oak Limited finds that complaints about such defects are justified, it will, at its option:

- repair the defects; or
- deliver replacement goods against return of the defective goods; or
- annul the Agreement summarily and without judicial intervention and return the purchase money against return of the defective goods.

Grey Oak Limited shall not be liable for costs, damages and interest (including consequential damages) incurred or to be incurred by the Client or a third party by the repair, removal or the replacement of the goods as a direct or indirect result of the defect.

## **8. Payment**

Payment shall be made in advance, unless otherwise stated in the confirmation or unless a charge account terms and conditions form is duly signed and valid. All payments shall be made without any deduction. Grey Oak Limited shall have the right to charge interest on any and all overdue and outstanding amounts not received by the required due date at the rate of 5% per month starting 10 days after the invoice due date. All costs, both judicial and extra-judicial, the latter assessed at 20% of the invoiced amount, incurred in collecting and recovering overdue payments are for the Client's account.

Any payment made in another currency than is stated on the invoice will be converted into the currency as stated on the invoice at the exchange rate on the day of payment receipt. Currency exchange differences are the responsibility of the Client and will be claimed.

## **9. Termination**

Grey Oak shall have the right to terminate the agreement where the Client is in fundamental breach of any of the terms, and such breach has not been satisfactorily remedied at the expiry of thirty (30) days following written notice to that effect having been served on the Client.



## **10. Unforeseen Circumstances**

In the event of war, civil unrest, riots, fire or other disasters, shortage of raw materials, supplies, additives and fuel, factory breakdowns, strikes, lock-outs, government intervention, transport breakdowns also of due to adverse weather conditions or other conditions, irrespective of whether any of these happen in Grey Oak Limited's own studios and factories or at Grey Oak Limited's suppliers or transport companies, and in any other circumstances beyond Grey Oak Limited's control, as well as in the event of a change in circumstances to such extent that proper or further performance cannot reasonably be expected from Grey Oak Limited, Grey Oak Limited may, after notifying the Client of such circumstances, cancel its offer, suspend performance, extend delivery or annul or terminate the Agreement summarily. The Client shall hold Grey Oak Limited harmless in full against any claim for damages by third parties in this respect.

## **11. Governing Law**

All quotations and pro-forma invoices made and agreements entered into shall be governed by the laws of Uganda.

## **12. Dispute Resolution**

All disputes, ambiguities and questions that may arise between the parties touching and arising out of quotations, pro forma invoices and agreements shall first be resolved amicably between the parties and where this fails shall be referred to a single arbitrator of their choice in accordance with the Arbitration and Conciliation Act Cap. 4.

## **13. Amendments and Waivers**

Any term or condition may be amended and the observance of any term may be waived only with the written consent of Grey Oak Limited.

## **14. Translation**

The text of the General Terms and Conditions Grey Oak Limited is originally made in the English language. In case translation of this text is made in a different language, the original English text shall prevail over any translation.

