

TERMS AND CONDITIONS

1. The Company's Terms of credit are 30 days i.e. payments is due with in 30 days of the end of the month in which invoices are raised. Should the Purchases default in payment of an account the Purchaser shall pay all costs, fees and expenses incurred by the Company in the recovery of the amount due.
2. The property of the goods agreed to be sold will only pass to the Purchaser when the Purchaser has met all indebtedness to the seller and has either duly taken delivery of the goods or the goods have been delivered to the Purchaser's order. In the event of the recovery of the goods being necessary the Company reserves the right of entry to the premises occupied by the Purchaser and shall not be responsible for any damage necessary in enforcing this right.
3. That if the Customer is a Proprietary Company, Public Company or Corporation this guarantee shall not be affected revoked or discharged by the winding up of the customer.
4. The Company may withdraw credit facilities at any time without notice.
5. Any legal costs, stamp duties or other expenses incurred by the Company in respect of the Application, agreements, personal guarantees, securities or other documentation required by the Company reasonably incurred by the Company in consequence of this application together with collection costs, dishonoured cheque fees etc. incurred, will be paid by the Applicant to the extent that such payment is permitted by Law.
6. Should there be any variation to any of the information supplied by the Applicant in this Application or in the structure of the Applicant's business (such as conversion to from a company or trust) the Company shall forthwith be notified in writing. Unless notification of such variation or Change is given, the original Applicant and those persons who signed as guarantors on this application form shall remain liable to the Company as though any goods or services supplied the Company were supplied to the original Applicant.
7. Signatures : A .If more than one Guarantors is intended to sign, we each agree to be liable for the full amount owed, even if we are the only one to sign.
B. Neither the Supplier nor the Customer is required to sign this Agreement to Guarantee & Indemnify. It is a separate obligation of the Guarantors.
8. Unless the Company agrees in writing to the postponement of payment as aforesaid of any accounts of the Applicant then interest shall be payable by the Applicant on the amount of the principal sum from time to time outstanding calculated monthly from the date the debt became due until the actual date of payment.
All monies and credits received by the Company shall be appropriated as follows:
 - a. firstly in or towards payment of any interest due or payable hereunder and
 - b. secondly in or towards payment of the debt until such time as the debt is discharged.
9. Where the Applicant is a trustee:
 - a. the Applicant agrees to produce a stamped copy of the trust deed(with all amendments)if and when requested by the Company and
 - b. the Applicant warrants that it has full power and authority for the benefit purposes and objects of the trust to make this application on behalf of the trust it shall be bound by the terms of this application both personally and as trustee.
10. Where there is any inconsistency between the terms and conditions of this application and any subsequent agreement for the supply of goods, work or materials by the Company, any such subsequent agreement shall be read down to the extent necessary to give full force and effect to the terms and conditions of this application.
11. If the Applicant:
 - (a) defaults in due observance of all or any of his obligations under any contract arising out of this application, and
 - (b) being a person, dies, commits an act of bankruptcy: or
 - (c) being a company, takes or shall have taken against it any action for its winding up placement under official Management or Receivership, then the Company without prejudice to any rights or remedies open to it may:
 1. treat as discharged all or any obligation arising from any agreement with the Applicant.
 2. retain any security given or monies paid by the Applicant or available through the enforcement of any guarantee security or bond and apply this in reduction of any sum which may be lawfully recovered by the Applicant.
 3. enter upon the Applicants premises or elsewhere to take possession of and remove goods under any contract for work or materials fro which goods payment has not been received and in which property has not passed from the Company.
 4. take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out
 5. sale or disposal of any goods supplies or to be supplied under the contract and in its possession.
 6. deem all monies outstanding as immediately due and payable.
12. The Company shall not be deemed to have waived any of the terms or conditions of this application or agreed to any variation thereof unless it has done so expressly in writing.
13. Goods returned by the applicant in the normal course of business will only be accepted by Farinosi Group of Companies If –
 1. They are returned within 14 days of their delivery and
 2. They are undamaged and in their original condition and
 3. They are not a special design or cut piece especially ordered by the client.