



CONDITIONS OF SALES

1. The purchaser shall have no claim whatsoever against the manufacturer in respect of any loss or damage of a consequential nature which may be sustained by the purchaser as a result of any defect in the product or as a result of late delivery.
2. Delivery of the product sold shall be deemed to have been effected
 - a) In the case of the products dispatched by rail, ship or road carrier, upon consignment to the consignee.
 - b) In the case of products conveyed by the purchaser's own mode of transport, upon handing over of such products to the purchaser's agent.
3. In the case of orders placed in respect of products other than those reflected on the Manufacturer's official Price List, (i.e. where special orders are required to be prepared by the manufacturer to suit the specific requirements of the purchaser, the purchaser shall be obliged to accept and pay for any quantity tendered for delivery which is within 10% (excess or shortfall) of the quantity ordered by the purchaser.
4.
 - a) A purchaser may not return goods without prior consent of the manufacturer. This consent can be withheld if the goods have been in the hands of the purchaser for an unreasonable time for the products in question, or its condition is such that goods cannot be resold as returned.
 - b) In the case of any tinted product, once acceptance has been acknowledged by the customer by signing on the special colour requisition form and or this invoice (or such as is described in clause 3 hereof), the product sold shall not be returnable at all.
 - c) A Purchaser may not return goods without proof of purchase.
5. The manufacturer shall not be bound by or liable for any representations or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty be reduced to writing and signed by an authorized representative of the Manufacturer.
6. Ownership of materials purchased will only pass from the manufacturer to the purchaser upon payment, irrespective of the credit terms arranged with the purchaser.
7. Should these conditions of sale conflict with any terms of conditions shown on the purchaser's official order forms, the former will prevail.
8. The supplier reserves the right to refuse to recognize any complaint from the purchaser in respect of specifications, quantity, package failure or short delivery of goods unless such complaint is lodged with the supplier within 14 (fourteen) days of receipt of goods by the purchaser provided however that in the case of short delivery, notice shall be recorded by the buyer on the supplier's copy of the delivery note at the time of delivery.
9. Goods when delivered to the purchaser or such agent or carrier as may be nominated by the Purchaser, shall be at risk of the purchaser who shall be responsible from the time of delivery for all loss or damage hereto, however arising.
10. A 10% handling fee will be charged on goods returned which were correctly delivered as ordered.
11. All products that are guaranteed by Paintcor have the guarantee period, Terms and Conditions of the guarantee on our website under the products Technical specifications. Please request a printed copy from the factory if required.
12. **Touch-up paint must only be used from the same batch as applied top coat.**