

Bantex Holdings (M) SDN BHD General Trading Terms

In these Terms and Conditions "Bantex" means Bantex Holdings (M) SDN BHD, and "Customer" means the person or Company that purchases the Goods. "Goods" means the Goods and services specified in Bantex's invoice. These terms and conditions apply to all contracts for the sale of Goods to, or provision of work for the Customer to the exclusion of any terms and conditions specified by the Customer.

1. Prices and terms quoted in brochures and price lists are subject to confirmation at time of order.
2. Payment is due on receipt of invoice unless otherwise agreed in writing.
3. Credit limits may be given to approved accounts at the discretion of Bantex but Bantex may require trade references. At its sole discretion Bantex may cancel or amend a credit limit previously granted.
4. Terms of payment are strictly net. Accepted are payment by cheque, postal order, banker's draft and T/T. If a credit facility is offered, valid payment must reach Bantex within the credit term.
5. Bantex, at its discretion, reserves the right to implement charges including interest charges on accounts outstanding beyond the credit term. The rate of interest charged shall be 4% above Maybank Berhad base landing rate. All costs, charges and expenses incurred by Bantex in recovering any debt shall be paid by the Customer.
6. Title in all the Goods supplied by Bantex shall remain vested in Bantex until Bantex has received full payment in respect thereof. Risk in the Goods supplied passes to the Customer according to delivery terms.
7. If the Customer fails to take delivery and for that reason the Goods are being returned to Bantex the Customer shall be liable to compensate Bantex any expenses and charges occurred in that connection plus a handling charge of 20% of the invoiced value.
8. The Customer shall inspect the Goods immediately on the arrival thereof and shall within 7 days from such inspection give notice to Bantex of any matter or things by reason whereof they may allege that the Goods are not in accordance with the ordered Goods.
9. In the event of any visible shortages and or damages upon delivery of the Goods, the Customer shall immediately make a remark on the delivery receipt to the driver delivering the Goods. Goods damaged or missing upon delivery must be notified to Bantex within 24 hours of receipt. The Customer must keep all packaging as that may be required in event of a claim.
10. Bantex shall not be responsible in any circumstances for breach of the contract for the sale of the Goods or any part thereof unless the Customer shall make a claim in writing to Bantex within 14 days after delivery of the Goods to the Customer. Such claim shall specify the exact nature of the breach alleged and the Customer shall not be entitled at any subsequent time to rely upon any breach or breaches other than those specified in the said claim.
11. Products are under no circumstances sold on a sale or return basis. Should the Customer wish to return a product (at the Customer's own expense) and Bantex at its absolute discretion may agree to such, a 20% handling charge will be levied. Such products must still be in the original packaging, clean, undamaged, unopened; the relevant credit will be raised within 30 days and refunded via the original payment method.
12. Under no circumstance shall Bantex be liable to the Customer or to third parties for loss damage or injury howsoever arising. In any event, the total liability Bantex shall have to the Customer shall not exceed the value of the Goods covered by the invoice.
13. The failure by Bantex at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.
14. By placing an order The Customer is accepting these terms and conditions.

Date

Customer

Date

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