

LESS LETHAL AFRICA

TERMS AND CONDITIONS

“The Company” includes Less Lethal Africa and all Less Lethal Africa Affiliates and Associates, including, but not limited to, shareholders, directors, staff and subsidiaries.

The Company has no control over improper storage, delivery, handling, loading or use of its products after they have left its premises or contractor and makes no warranty of any kind whatsoever, whether express, implied or statutory regarding its products, nor will any statement made or promise given, whether express or implied, amount to a condition allowing the other party to rescind the contract and/or claim damages. In other words, the purchaser will rely on their own judgment and expertise, including, but not limited to, the quality and reliability of the products in making any purchase decisions. Nor is any person authorized to assume any liability for The Company nor its shareholders, directors and employees. No returns or exchanges are accepted. It is further provided that upon physical delivery to the purchaser or any other party, any proprietary interest in property is not to pass until full and final payment has been made to the Company. When goods are not in a deliverable state when the contract of sale is made, and provided full and final payment has occurred, property in the goods will be deemed to have passed to the purchaser, regardless of whether notice is given to the purchaser or not, and regardless of whether the goods at this time are in a deliverable state or not. Upon completion of assembling the goods ordered, regardless of whether property in goods have passed to the purchaser or not, regardless of whether actual delivery has been made, the purchaser will have full responsibility to insure the goods in all respects, including, but not limited to, goods in storage, handling, delivery and unloading. All products sold to the purchaser are for use only by qualified personnel legally licenced and trained in the use of these products. The Company and its shareholders, directors and employees are not liable in any way to the purchaser or any party, in respect of any claim (whether contractual, tortuous, statutory or otherwise) for any form of damages, including but not limited to losses, confiscated or lost orders, costs, harm or injury sustained directly or indirectly out of the supply, loading, handling, performance or faulty performance of the products. The Company and its shareholders, directors and employees are not liable for any injury of whatever kind or nature including death and financial injury resulting from any acts or failure to act, including but not limited to honest reasonable mistakes or negligence. All ownership rights, title and interest in the products, including mould and tooling ownership, copyrights, licensing rights, patents, trademarks, trade secrets, design rights, engineering rights, technology rights, moral rights, and any other physical and intellectual property rights are strictly and wholly owned by the Company and shall remain so. All proprietary information or trade secrets must be held in trust and confidence. No copies or near-copies or competing duplicates of any asset owned by the Company may be made and no know-how or assistance given to any third party to make any such similar competing duplicates or close copies. In the event of any breach, the Company shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for copyright or proprietary infringement and monetary damages including legal fees. Payment terms are strictly FULL PAYMENT REQUIRED PRIOR TO SHIPPING – 50% with purchase order and the full balance including any extras, if applicable, to be paid prior to despatch. If the purchaser fails to arrange collection of his order when he should, LLA will give the purchaser up to 3 notifications in writing or email and, after an additional 7 days, no refund of the purchase price will be made and all ownership rights revert to the Company permanently. All quotations given by the Company are an indication of price only, and are subject to change without notice. Exchange rate fluctuations will be charged. Shipping, insurance, duty, special finance charges, storage and any other costs, if applicable, are for the purchaser's account. If a purchase order follows a quotation from the Company it is assumed that all statements, terms and conditions herein are agreed to by the purchaser. Irrespective, and in every instance, acceptance of the purchase order by the Company indicates that the Company believes its price, terms and conditions are fully agreed to by the purchaser. The Company's terms & conditions apply and take precedence over all other terms and conditions which may be mentioned or presented by the purchaser, in a purchase order or otherwise. The purchaser and his representatives are jointly and severally liable for ensuring that all Less Lethal Africa's terms and conditions and payment are met.