



FERTITRADE (M) SDN. BHD.

(Co. No. 73198 V)

豐登(馬)有限公司

M-3-3, Pusat Perdagangan Kota Damansara, No. 12, Jalan PJU 5/1, Kota Damansara,
47810 Petaling Jaya, Selangor, Malaysia. Tel: +603-7666 8899 Fax: +603-7666 8891
Email: enq@fertitrade.com.my Website: www.fertitrade.com.my



Terms and Conditions of Sale:

1. Interest of 12% per annum will be charged on overdue accounts until full and final settlement.
2. No claim shall be entertained unless made in writing to the seller within seven (7) days after receipt of the goods by the buyer.
3. Payment for the goods shall be within the credit terms as stipulated in the invoice. Time for payment shall be of the essence and payment must be made without set-off, counter-claim or credit.
4. If the buyer is in default in paying any sum as and when it becomes due, the seller shall have the absolute right to suspend and cease all further deliveries until the default is made good and/or to cancel the contract so far as any goods remain to be delivered thereunder notwithstanding that the order is by way of tender or otherwise. Further, if the buyer is in default in paying any sum whatsoever all sums due from the buyer to the seller shall become immediately payable upon demand. The buyer shall also indemnify the seller against expenditure on all costs of recovery including, without limitation, legal fees, costs and disbursements reasonably incurred. Any banking charges incurred by the company in respect of dishonoured cheques will be payable by the buyer.
5. No payment shall be deemed to have been received until the seller has received cleared funds.
6. The buyer agrees that the seller reserves the right to assign the proceeds of sale to whomsoever it desires.
7. The risk in the goods shall pass to the buyer upon the scheduled delivery date so that the buyer is fully responsible for all loss, damage or deterioration of the goods or a part thereof with effect from and including the delivery date.
8. Title of the goods or any part thereof shall only pass to the buyer when payment in full for all the goods whatsoever supplied and all services rendered at any time by the seller or any other payment due under the contract has been made.
9. The buyer shall permit so far as it is able and shall use its best endeavours to assist any officer, employee, representative or agent of the seller to enter onto any premises where the goods may from time to time be situate and to repossess the goods at any time prior to title passing to the buyer and until such time as title passes the buyer shall hold the goods as the seller's fiduciary agent and bailee and shall maintain the goods in satisfactory condition in the original packaging and keep them insured on the seller's behalf for their full price against all risks to the reasonable satisfaction of the seller.
10. The seller shall not in any event be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of goods or materials, including without limitation loss of profits, of use, overhead costs, collateral damage or of contracts arising out of the supply or failure of supply of goods or services by the seller and whether arising from breach of contract, negligence or for any other liability howsoever arising, whether by statute or otherwise.
11. Data Protection
 - 11.1. The information the buyer provides will be used by the seller primarily to provide the goods to the buyer. This will include updating and enhancing the buyer records, analysis to help the seller manage its business, statutory returns and legal regulatory compliance.
 - 11.2. The buyer's information will be kept confidential and secure.
 - 11.3. The seller may make a search of a credit reference agency, which will keep a record of that search. The seller may also make enquiries about the principal directors of the buyer.
 - 11.4. The seller will monitor and record information relating to the buyer's trade credit performance and such records may be made available to credit reference agencies and other organisations who will share that information with other businesses to assess applications for credit.
 - 11.5. For further information as to how the seller protects and respects the buyer's privacy and ensures security of personal data, reference can be made to the seller's website at www.fertitrade.com.my

