



## **HYBRID POULTRY FARM ZAMBIA LIMITED**

### **TERMS AND CONDITIONS OF SALE**

All customers are required to pay a minimum of 25% cash deposit at the time of placing an order which order should be placed at least four (4) weeks prior to the date of collection. The balance of the Purchase price shall be payable in full 7 days prior to the date of collection. Hybrid Poultry Farm Zambia Limited ("Hybrid") reserves the right to reduce or cancel the order in the event of failure to comply with the payment terms.

All Hybrid Prices are Ex-Hybrid Sales Outlet for the avoidance of doubt these are prices communicated to the customer at the point of placing the order. Any additional costs will be fully borne by the customer.

Upon cancellation of any Orders by a Customer from the date of order within three weeks or less of setting the Hatching Eggs for production, Hybrid shall reserve the right to offset the cost of unsold chicks against the customer's deposit and pursue the customer for any balance outstanding thereto.

Hybrid accepts no responsibility for non-delivery or late delivery due to reasons beyond the management's control including but not limited to product availability due to technical egg hatching issues, acts of God, strikes, labour disputes, embargoes, government orders, accidents, floods, fires, wars, riots. All orders are subject to stock being available.

Cardboard boxes in which Day Old Chicks are despatched become the property of the Purchaser and non-returnable while Plastic Chicks Crates will remain the property of Hybrid Poultry Farm Zambia Limited and must be returned to Hybrid immediately on return of the delivery vehicle.

Day old chicks and, all Hybrid Products are supplied at the purchasers risk and Hybrid takes no responsibility for any loss occasioned by death for any reason or poor performance due to unsuitable handling of chicks by the customer either at the point of collection or post collection or due to unsuitable rearing of the chicks or from any cause whatsoever once the chicks have left Hybrids premises.

Hybrid accepts no responsibility for any loss due to inaccurate sexing of pullets sold however arising. Hybrids liability is limited to the difference in price between cockerels and pullets at the time of original purchase.

Day old chicks and all other products supplied by the company are sold on an as is basis without warranty as to the health of the chicks or with respect to other products for any latent or patent defects and without any guarantee whatsoever.

**'Hybrid Poultry Farm Ltd shall not be liable vicariously or otherwise for the wilful neglect, misrepresentation, injurious act, theft, fraud or any criminal conduct in a Hybrid Poultry Farm Agent's dealings with the customer or defects whatsoever in the chicks or death of the chicks thereof that arises due to agents default.'**

**HYBRID RESERVES THE RIGHT TO REVISE ITS PRICES. ANY REVISION IN PRICE WILL BE COMMUNICATED TO THE CUSTOMER A MONTH BEFORE BEING EFFECTED. THE REVISED PRICE SHALL BE APPLICABLE AT THE TIME OF DELIVERY.**

**"FOR MAXIMUM PROFITS GROW WITH HYBRID"**