



**SAFARI**  
BELTING SYSTEMS

---

Terms and Conditions

## General

1. These general conditions apply to all transactions to be completed by Safari Belting Systems.
2. Against these general conditions, any conditions of buyers or potential buyers reflected on their correspondence, order and delivery forms, invoices, etc. and/or registered in whatever manner shall not be binding upon Safari Belting Systems.
3. Deviations from these general conditions or parts thereof, or from the Safari Belting Systems Shipping Policy shall only be valid when confirmed in writing by Safari Belting Systems.
4. In the event that translation of these conditions into another language results in a change in meaning, the English text shall always be binding and decisive.
5. The provisions laid down in these conditions fully reflect the rights and obligations of the parties and, if necessary, replace all previous oral and written proposals and information regarding the subject of these conditions.
6. In the event that one or more of the provisions of these conditions prove not to be legally valid, the further provisions shall remain fully effective. In such event, the possibly invalid provisions shall be considered replaced by a provision that, in a judicially effective manner, most closely corresponds with the intention of parties.

## Delivery

1. The current Safari Belting Systems Shipping Policy forms an integral part of these conditions. The Safari Belting Systems Shipping Policy applies to all deliveries of goods to be completed by Safari Belting Systems and all the notifications of complaints, and shall furthermore be binding upon the buyer and Safari Belting Systems. The full text of the Safari Belting Systems Shipping Policy is available from Safari Belting Systems Customer Service at your request. In the event of a conflict between the text of these conditions and of the Safari Belting Systems Shipping Policy, the text of these conditions shall prevail and be decisive.
2. Transport of the goods to be delivered shall take place by standard carriers or non-standard carriers as identified by Safari Belting Systems (FOB Origin) unless otherwise designated on a written Purchase Order. The costs of the transport are not included in the price of the goods. Buyer, Consignee or Third Party shall assume the risk of loss, damage or any other reduction in value of the goods delivered during the transport.

## Transfer of Ownership

Goods delivered by Safari Belting Systems shall remain the property of Safari Belting Systems for as long as the buyer fails to pay the price, interest and costs in respect to all goods delivered or to be delivered. During that period, the buyer shall be responsible for the maintenance and care of the goods.

### Powers Beyond Control

The period or date of delivery as laid down in the order confirmation shall be extended by the period during which Safari Belting Systems is prevented from complying with its obligations due to powers beyond Safari Belting Systems' control, including, but not limited to, natural disasters, extreme weather conditions, government measures, riots, risk of danger, and labor disturbances or strikes.

### Payment, Failure and Right of Suspension

1. All orders are subject to credit approval by Safari Belting Systems. Payment shall be made within the terms of the agreement.
2. In the event that the period referred to in paragraph 1 of this article is exceeded, buyer shall automatically be in default and owe the then applicable legal interest on the full invoice amount as from the due date of the invoice. Furthermore, all extrajudicial costs of collection shall be payable by buyer and shall be calculated in accordance with the maximum rate allowed.
3. If the buyer fails to comply with any of its obligations to Safari Belting Systems arising from a transaction, or if Safari Belting Systems may reasonably assume that buyer will not comply with any obligations in the future (if, among other events, the buyer is adjudicated bankrupt, applies for official moratorium, sells or dissolves its company or if attachment is laid on one or more of its assets), Safari Belting Systems shall be entitled to:
  - a. Demand payment in advance, or proper security for payment, or immediate payment on delivery;
  - b. Suspend the delivery without prejudice to the right of Safari Belting Systems to claim simultaneous or later security of payment. The above shall not affect the right of Safari Belting Systems to claim compliance and compensation for damage.

### Return of Delivered Goods (RGA)

1. A Return Goods Authorization (RGA) must be requested from Customer Service within 3 months of the original ship date. Goods must then be returned within 30 days of the RGA date.
2. Credit will not be issued for goods returned to Safari Belting Systems without the RGA.
3. A restocking up to 35% will be applied to any non-special belts built from stock components depending on the return date; a 10% restocking charge applies for all accessory items. Goods must be like new, clean and in a re-sellable condition. Belts must be at least one molded, uncut module wide. Any specially machined parts or custom molded parts, or belts, are not returnable

### Notification of Complaints

Buyer shall notify Safari Belting Systems in writing of any complaint regarding the delivered goods in accordance with the procedure as provided for in the Safari Belting Systems Shipping Policy.

Notification of complaints does not suspend the buyer's obligation to pay.

### Liability and Indemnification

1. Except as provided for in paragraph 3 of this section, Safari Belting Systems does not accept any liability for any damage arising for the buyer or third parties, including, but not limited to, any subsequent, indirect or consequential damages (such as loss of profits).
2. Buyer shall indemnify Safari Belting Systems against third party liability for damage as a result of faults of the delivered goods, unsound application of the goods, or any reason whatsoever.

### Disputes, Court of Jurisdiction, Applicable Law

1. All disputes or claims arising under or related to this agreement shall be construed in accordance with and governed by the laws of Kansas.
2. Any dispute arising out of or in relation to this agreement shall be subject to the exclusive jurisdiction of the Kansas courts.

### Contact Information

For further information regarding the installation, use and maintenance of Safari Systems products, please contact us at:

Safari Belting Systems, Inc.  
900 E. Loula Street  
Olathe, Kansas 66061 USA  
(888) 662-6611  
info@safaribelting.com