6. Termination and Suspension

(a) These conditions, "seller" means Darco Coatings Limited or Darco Coatings Incorporated. "Buyer" means the buyer indicated on seller's order confirmation and reference to the products include their packaging and any tools necessary for the safe and effective use of the products in accordance with the seller's 'seller's order confirmation' means the written confirmation of all orders from the buyer. "Customer" means a person or entity that the goods are sold to.

(b) These conditions supersede all prior representations or arrangements, and contain the entire agreement of the parties relating to the sale and purchase of the products unless otherwise stated on seller's order confirmation. All other terms and conditions, express or implied, are excluded none of seller's employees or agents have authority to make any variation to these conditions or to accept any further terms except on seller's official sale form. No products will be deemed to have been accepted until seller's order confirmation has been executed.

(c) Subject to the provisions of this contract, terms defined in the 1980 edition of Incoterms have the same meaning when used in these conditions.

2. Delivery

(a) Delivery or despatch dates quoted are given in good faith but are not guaranteed, and the risk of loss or damage to the goods will pass to the buyer on delivery of the goods or (in the case of export sales) when the goods have been shipped from the relevant point of shipment, whichever is the sooner.

(b) Delivery shall be made to the place(s) and by the methodology specified on seller's order confirmation or in (this or any other contract) and (or) any subsequent instructions or request from the buyer. When a delivery is made by a third party (such as a carrier, warehouse, third party delivery service, etc.), seller shall be responsible for delivering the products to the agreed place of delivery. If the products are to be delivered to a third party, seller shall be responsible for ensuring that the third party has executed all necessary paperwork to accept the products on behalf of the buyer.