

**General Conditions of Sale, Delivery and Payment for
Nyati-Sports UG (Haftungsbeschränkt),
Owner Jörg M. Brude,
Hohe-Flum Str. 45, D-79650 Schopfheim, Germany**

§1. Basis of Contract.

The basis of all contracts between a buyer and Nyati-Sports for sale, delivery and payment are these General Conditions. Differing conditions imposed by a buyer are expressly and completely refuted in all forms, unless Nyati-Sports confirms these differing conditions in writing. Otherwise all contracts shall be exclusively ruled by these General Conditions

§2. Delivery Times.

The delivery time begins with the date of order confirmation, whether verbal or in written form. The delivery time is only approximate and refers to the date when the order is ready for collection or delivery from the warehouse of Nyati-Sports Schopfheim. If wished by the buyer we can deliver the order to any delivery address from the warehouse of Nyati-Sports Schopfheim per truck or parcel service. The freight costs and all other costs related to this delivery have to be paid by the buyer in advance or if not possible afterwards per bank transfer to the account of Nyati-Sports UG(Haftungsbeschränkt).

§3. Pricing terms.

All invoices issued are in EURO(€) incl. the Vat. at this time 19%. Freight collect, packed from the warehouse of Nyati-Sports Schopfheim. If self collected or shipped by/through the foreign buyer the invoice is issued with the delivery terms duty unpaid and untaxed.

§4. Conditions of Payment.

50% of the invoice is payable when placing the order, the rest when the shipment is ready for pickup oder delivery at the warehouse of Nyati-Sports Schopfheim , free of costs or charges to our bank account, in the currency invoiced. Overdue accounts will be charged with reminder fees and interest at 4% over the bank rate. If our conditions of payment are not adhered to, or such impediment that endangers payment to us shall become apparent, we reserve the right to insist on immediate payment of all unpaid accounts.

§5. Ownership of Goods.

- a) The goods remain the sole property of Nyati-Sports until payment is made in full. The goods may not be used, sold or in any way passed, or made available to, third parties until such payment is made.
- b) The receipt of a cheque does not infer payment. The cheque is only accepted as a promise of payment. The ownership of the goods only passes to the buyer on the irrevocable acceptance by our bank of the buyers cheque.
- c) All drawings, samples and sketches are the property of Nyati-Sports, on which we reserve all rights. These drawings may not be shown or given to third parties without the express written permission of Nyati-Sports.
- d) If any Court Order or Judgements are made on the buyer which may be detrimental to Nyati-Sports rights and dues, the buyer is specifically enjoined to inform Nyati-Sports without delay, and agrees herewith to so do.

§6. Guarantee.

- a) If a guarantee is called, this must be done in writing within 30 days of receipt of the goods or within the specified guarantee period, with proof of the presumed fault. Nyati-Sports reserve the right to repair or replace the goods. Only if repair or replacement fails, has the buyer the right to reduce the invoice value or make reparations. No reparations may be claimed for non-compliance with the guarantee terms of repair or replacement.
- b) A guarantee is only valid if the goods are paid for in full and are the property of the original buyer. No „pass-on“ guarantee is given or implied.
- c) No reparations of any form other than in section a. of this paragraph will be accepted and such are expressly refused and refuted. Specifically excluded and herewith refuted are any claims for damages for loss of production, turnover or any similar claim.

§7 Governing Law.

The Law governing all contracts between Nyati-Sports and the buyer is in all cases and without exception German Law, and European Law at such time when European Law takes priority over German Law. The use and acceptance of any other governing law is expressly refuted and forbidden.

§8 Place of Application of Law.

The place of application of Law is Schopfheim Germany, or any such other place that Nyati-Sports shall determine

§9. Part Invalidity.

If any part of these conditions shall at any time become invalid for any reason, the remaining parts of these conditions shall not become invalid or void, and shall further apply in full and without reservation.

January 2017

Pricelist Rugby 01/2017

Type/Material/Colour	Size	€ each
Nyati International Ball, red/black	5	25,65
5 or more		23,60
10 or more		21,55
Nyati Practice Ball white/yellow/black	5	19,50
5 or more		17,00
10 or more		13,50
Nyati Pass Improver double weight Ball for Passtraining	5	36,00
Nyati Miniball	1	6,25
Ball pumps, plastic		4,50
Ball net		12,00
International Rugby Shirts, Traditional style, no Adverts (production finished, minimal stock left) Scotland, Wales, England, New Zealand, Southafrica, Australia, France, Switzerland	Inch chest sizes	46,00
Rugby Shirts overproduction assorted colours and designs		37,00
Rugby Shorts heavy drill quality black or white		16,50
Rugby Socks assorted		8,25/pair
Rugby-Gloves fingerless	L, XL	13,50
GHG Shoulderguards	L,XL, XXL	43,50
GHG Headguards		33,50
Studs Aluminium 18mm, BS/IRB , Pack of 16 + Studkey		5,00
as above Pack of 50		15,00
as above Pack of 100		28,00
Gumshield (form yourself using hot water)	Various colours	3,00
Kicking Tees with pins		8,00
Team Kitbags for 20 Strips and 3 balls	Red/Black	28,00
Acme Thunderer Refs Whistles	Plastic Chrome	5,00 9,00
Wrist Lanyard for Whistles	Cord	3,00
Nyati Baseball Caps red, green, black, white with green under brim US-Made		13,00
Nyati Pins		2,00