6.1 Claims for shortage or damage must be notified within 7 days.

6.2 Where BANICO provide its own transport or contract directly with a carrier then BANICO will repair or at its option (other than by default of the Customer) provided that notification of such loss or damage is made to BANICO separately (other than by default of the Customer) provided that notification of such loss or damage is made to BANICO separately. (other than by default of the Customer) provided that notification of such loss or damage is made to BANICO separately.

7.1 THESE CLAUSES DEFINE THE CUSTOMER’S RIGHT IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE GOODS OR FOR ANY STATEMENTS MADE BY BANICO OR THEIR SERVANTS OR AGENTS. CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY AND TO CHECK THAT THEY ARE COVERED BY INSURANCE AGAINST ANY LOSS OR DAMAGE THEY MAY SUSTAIN IN RESPECT OF WHICH THE POTENTIAL LIABILITY OF BANICO IS OR MAY BE RESTRICTED OR EXCLUDED HEREUNDER.

7.2 Without prejudice to the generality of Clause 7.1 BANICO shall not be liable to the Customer by reason of any representation or any implied warranty condition or other warranty or representation of any kind whatsoever express or implied (whether or not imposed by any statute or implied by reason of course of dealing or custom or practice of trade or otherwise) in connection with its goods (including any sample or thing furnished or delivered to the Customer by BANICO) or the supply of its services to the Customer.

7.3 From the time of despatch of the Goods from BANICO’s premises the Customer shall be responsible for any defect in the Goods or for any damage caused to the Goods in transit. In the event of any such defect or damage the Customer shall notify BANICO immediately of the same in writing and in any event within 7 days of receipt of the Goods. BANICO shall be under no liability to the Customer unless the goods are reported damaged within 7 days of receipt of the Goods.

13.4 Clause headings are inserted for convenience only and shall have no effect on the construction of any contract.