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www.allafricasupplies.net

Vat No: 4570281446

All Africa Supplies Pty Ltd

527 Pretoria Road, Fairleads, Benoni, 1512

P.O Box 10535, Fonteinriet, 1464

Reg No: CK 2017/165718/07

TERMS AND CONDITIONS

ALL GOODS REMAIN THE PROPERTY OF ALL AFRICA SUPPLIES UNTILL PAID FOR IN FULL – THIS IS FOR BOTH NEW STOCK AND ITEMS WHICH NEED TO BE REPAIRED/ REFURBISHED.

FULL PAYMENT FOR IMPORTED GOODS IS REQUIRED PRIOR TO SHIPMENT.

ACCOUNTS ARE STRICTLY COD – UNLESS OTHERWISE STIPULATED IN WRITING, AGREED AND SIGNED BY BOTH PARTIES.

IN THE CASE OF MANUFACTURED/ ENGINEERED/ REVERSE-ENGINEERED GOODS A STRICT 70% DEPOSIT OF TOTAL INVOICE/ QUOTATION/ PRO-FORMA IS REQUIRED PRIOR TO COMMENCEMENT.

1. RETURNS POLICY

1.1. Any goods to be returned must be returned within twenty one (21) working days of receipt of the Goods and or Credit Note.

1.2. Electrical parts and oil cannot be returned.

1.3. The Goods must be returned at the Customer's costs in its original packaging and must be in a new and saleable condition.

1.4. Delivery, Emergency and Airfreight charges are not refundable.

1.5. A minimum but not limited to twenty-five (25) % restocking fee will be payable by the Customer, which may vary depending on All Africa Supplies/Xylonor 377cc stocking parameters or policy.

1.6. Any refund due to the Customer will be paid into the Customer's bank account within Ten(10) business days of receipt of the returned Goods

1.7. Any and all items imported or bought out specifically on request of the client cannot be returned

2. EXCLUSION AND LIMITATION OF LIABILITY

2.1. ALL AFRICA SUPPLIES IS NOT LIABLE TO THE CUSTOMER FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING COSTS ON THE ATTORNEY AND OWN CLIENT SCALE AND ON A FULL INDEMNITY BASIS) AND/OR ANY OTHER LIABILITY (COLLECTIVELY THE "CLAIM") SUFFERED OR INCURRED BY THE CUSTOMER AND CAUSED BY, OR ARISING FROM, ALL AFRICA SUPPLIES FOLLOWING THE CUSTOMER'S ORDER (INCLUDING THE CUSTOMER'S DRAWINGS AND SPECIFICATIONS) GIVEN IN CONNECTION WITH ANY CONTRACT (THE "ORDER"). THE CUSTOMER IS LIABLE FOR ALL CONSEQUENCES OF ANY ERROR, OMISSION, DISCREPANCY OR DEFECT IN THE ORDER.



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2.2. MORE SPECIFICALLY, REGARDING SECURITY OF THE USE OF ELECTRONIC COMMERCE, ALTHOUGH ALL AFRICA SUPPLIES WILL USE ITS REASONABLE ENDEAVOURS TO ENSURE ITS SECURITY, ALL AFRICA SUPPLIES CANNOT GUARANTEE THE SECURITY THEREOF, AND ALL AFRICA SUPPLIES/XYLONOR 377CC WILL NOT BE LIABLE IN ANY WAY WHATSOEVER IN RESPECT OF LOSS OR DAMAGE OF WHATEVER NATURE SUFFERED BY THE CUSTOMER AS A CONSEQUENCE OF BREACH OF SECURITY, OTHER THAN IN THE EVENT OF SUCH LOSS OR DAMAGE ARISING AS A RESULT OF GROSS NEGLIGENCE ON THE PART OF ALL AFRICA SUPPLIES.

2.3. THE CUSTOMER HEREBY WAIVES ANY CLAIM IT MAY HAVE OR ACQUIRE AGAINST ALL AFRICA SUPPLIES OR ALL AFRICA SUPPLIES DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND/OR AGENTS:

2.3.1. FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (WHICH IS DEEMED TO INCLUDE ALL LOSS OF PROFIT, LOSS OF BUSINESS, ANY LOSS OR INTERRUPTION OF PRODUCTION OR OPERATIONS AND ANY DEMURRAGE OR OTHER COSTS RELATED TO THE DELAY OF VESSELS), SUFFERED BY THE CUSTOMER AND WHICH ARISE FROM, OR IN CONNECTION WITH, ANY CAUSE OF ACTION, INCLUDING CONTRACT, DELICT, STRICT OR STATUTORY LIABILITY;

2.3.2. ARISING FROM OR IN CONNECTION WITH ANY SHORT DELIVERY OR BREAKDOWN OF THE GOODS. DESPITE ANY OTHER PROVISION OF THESE TERMS & CONDITIONS, THE CUSTOMER DOES NOT HAVE ANY CLAIM AGAINST ALL AFRICA SUPPLIES FOR ANY DIRECT DAMAGES SUFFERED BY THE CUSTOMER AND WHICH ARISE FROM OR IN CONNECTION WITH A CONTRACT AND FROM ANY CAUSE, WHETHER IN CONTRACT, DELICT, STRICT OR STATUTORY LIABILITY, IN EXCESS OF THE SUM PAID BY THE CUSTOMER FOR THE GOODS PROVIDED THE GOODS ARE RETURNED TO ALL AFRICA SUPPLIES IN THE SAME CONDITION IN WHICH THEY WERE DELIVERED TO THE CUSTOMER;

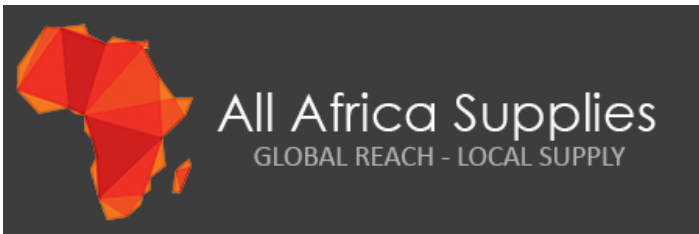
2.4. ALL AFRICA SUPPLIES IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THE CONTRACT WHICH IS CAUSED BY ANY EVENT OR CIRCUMSTANCE WHICH:

2.4.1. IS BEYOND ITS REASONABLE CONTROL; OR

2.4.2. ALL AFRICA SUPPLIES COULD NOT REASONABLY HAVE PROVIDED AGAINST BEFORE ENTERING INTO THE CONTRACT; OR

2.4.3. HAVING ARISEN, COULD NOT REASONABLY HAVE BEEN AVOIDED OR OVERCOME BY ALL AFRICA SUPPLIES

2.5. THE EVENTS OR CIRCUMSTANCES DESCRIBED IN CLAUSE 2.4 INCLUDE ANY STRIKE, LOCK-OUT, SHORTAGE OF LABOUR OR MATERIALS, DELAYS IN TRANSPORT, ACCIDENTS OF ANY KIND, ANY DEFAULT OR DELAY BY ANY SUBCONTRACTOR OR SUPPLIER OF ALL AFRICA SUPPLIES, RIOT, CIVIL COMMOTION, DISORDER, LABOUR DISPUTE, WAR, INVASION, HOSTILITIES, CIVIL WAR AND ACTS OF TERRORISM, POLITICAL OR CIVIL DISTURBANCES, THE ELEMENTS, INCLEMENT WEATHER, NATURAL CATASTROPHES SUCH AS EARTHQUAKES, HURRICANES, FLOODS OR DROUGHTS, OR ANY ACT OF ANY STATE OR GOVERNMENT OR ANY OTHER AUTHORITY



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2.6. EXCEPT FOR ANY WRITTEN WARRANTY OR GUARANTEE WHICH IS SIGNED BY BOTH PARTIES AND WHICH ALL AFRICA SUPPLIES EXPRESSLY AGREES IN WRITING IS PART OF THE CONTRACT:

2.6.1. THE GOODS ARE SOLD VOETSTOOTS, THAT IS AS THEY STAND WHERE THEY STAND AND WITHOUT ANY WARRANTY AND/OR GUARANTEE, INCLUDING ANY TACIT OR IMPLIED OR COMMON LAW WARRANTY AND, WITHOUT LIMITING THE GENERALITY OF THIS CLAUSE, THE IMPLIED WARRANTIES OF FITNESS FOR PURPOSE AND MERCHANTABILITY ARE EXCLUDED;

2.6.2. ALL AFRICA SUPPLIES DOES NOT MAKE ANY REPRESENTATIONS IN RESPECT OF THE GOODS , AND/OR THE FITNESS OF THE GOODS AND/OR ANY PART THEREOF FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT THAT PURPOSE IS KNOWN TO ALL AFRICA SUPPLIES;

2.6.3. ALL AFRICA SUPPLIES IS NOT LIABLE FOR ANY LATENT OR PATENT DEFECT IN THE GOODS

2.7. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE INSTRUCTIONS AND WARNINGS PROVIDED TO IT BY ALL AFRICA SUPPLIES IN RESPECT OF THE HAZARDS ARISING FROM, OR ASSOCIATED WITH, THE GOODS AND/OR THEIR USE AND THE CUSTOMER AGREES THAT THOSE INSTRUCTIONS AND WARNINGS ARE ADEQUATE, CLEARLY EXPRESSED IN PLAIN LANGUAGE AND EASY TO UNDERSTAND.

2.8. WITHOUT IN ANY WAY DETRACTING FROM THE IMPORTANCE OF THE OTHER PROVISIONS OF THE CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THE PROVISIONS OF CLAUSE 2 HAVE BEEN BROUGHT TO ITS ATTENTION, IT HAS READ AND UNDERSTOOD THOSE PROVISIONS AND AGREES TO BE BOUND BY THEM.