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Company VAT no 4700220470

## Terms and Conditions

1. In these conditions "the Company" means Aboard Group or Africhill or its subsidiaries. "The Customer" means the person or company who is purchasing the goods and or services of the Company, "Goods and Services" means the equipment, finished goods, design, articles, materials, systems, software, installation, repairs and services to be offered by the Company.
2. Unless expressly agreed by the Company in writing, these conditions will prevail over any other conflicting conditions sought to be imposed by a customer and no additions hereto or variations there from shall be binding on the Company.
3. Wherever possible the Company will supply and fit goods as they appear in the accepted order. However, the Company reserves the right to change technical specifications to suit the product or project, but such alternative goods or specifications shall be of the same suitability and quality. The customer must make sure the product is suitable for their needs before ordering and the company will not be liable for any claims after order has been processed.
4. No binding contract shall come into existence until the Company has accepted an order from the Customer. All estimates or quotations are subject to Government duties, charges or taxes unless otherwise stated in writing.
5. Any quotation or estimate given by the Company will always be subject to the Company's absolute right to change the price due to, but not limited to, currency fluctuation, raw material variations, transport and fuel costs, taxation or government levy variations, labor or supply costs or any mistake made by the Company.
6. Payment by the customer to the Company must be made by 50% deposit and balance in full before goods is dispatched from our factory, unless the customer has an approved credit agreement with the Company. In such a credit agreement the payment to the Company will be an agreed percentage of the full value on receipt of the order, plus the remaining balance of payment to be paid within 28 days of delivery conformation or final invoice by the Company. If payment is not made within 28 days interest shall be charged at 2.5% per month of the amount outstanding until the account, including accrued interest, until outstanding funds has been paid in full. All payments shall be made to the Company at the address detailed on the invoice. No other company or individual bank details can be used to pay the company.
7. The Company and the Customer hereby agree that until the Company has been paid in full for the goods comprised in this or any other sale contract between them:

- (a) The goods comprised in the contract remain the property of the Company,
- (b) The Company may recover these goods at any time from the Customer if they are in the Customer's possession, if the amount outstanding from the Customer on general statement of account between the parties is in excess of the customer's credit limit. Should such an event occur and the Company its employees or agents may enter upon the land or building upon which goods are situated for the purpose of such recovery and the Customer hereby grants a right of entry which may not be revoked so long as the Customer retains the Company's equipment,
- (c) If the Customer incorporates such goods into other products or uses such goods as materials for other products, said product, or products, shall by the incorporation of the Company's product therein shall be the property of the Company and the Customer as bailey of them for the Company will store the same for a proper manner without charge to the Company,
- (d) The customer has the right to dispose of the goods or such other products in the course of this business for the account of the Company and to pass good title to the goods or products to this customer, being a bona fide purchaser for value without reasonable notice of the rights of the Company. In the event of such disposal as outlined, the customer has a fiduciary duty to the Company to account for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under this or any other sale contract between them and the Company has additional right to recover the customers purchase to extent unpaid. If the Company avails themselves of such right they will account to the customer for any such access as aforesaid less any expenses incurred by the Company in or about the recovery.
- (e) If the Company does not achieve satisfactory payment for goods supplied and have pursue recovery of such goods the customer will be responsible to reimburse the Company in full for the total cost of recovery.

8. Risk shall not pass at the same time as property in the goods but will pass at the time of delivery and the customer should arrange insurance cover and /or security accordingly.

9. On delivery of goods and or services by the Company to the customer, the customer shall check all quantities and quality of goods and services delivered on receipt against the Customers order any shortages or service defect must be reported to the Company immediately, but no less than two hours after delivery of the goods or services. If the Customer so fails to notify the Company the Customer will be deemed to have received all the goods and services as specified and in perfect working condition.

10. When any fault is found in the goods and services provided by the Company, the Company's liability shall be limited to the value of the goods and services supplied, or any defects in workmanship the liability of the Company shall be limited to the cost of remedying the defects in workmanship. The Company shall not be held liable for any other costs as a result of faulty goods or services. The Company shall not warrant any goods or services supplied to the Customer unless explicitly detailed in writing by the Company nor shall the Company under any circumstances warrant any goods supplied that may be classed as consumables or materials that may have published lifespan. There is no implied warranty for fitness of purpose or use or merchantability given and same is specifically waived by the Customer. The sole warranty given is that of the original manufacturer.

11. The Company will not be responsible for any liability for consequential loss arising from faulty materials supplied or faulty workmanship or delay on deliveries or the use of any equipment or services supplied. The company is also not responsible for any loss or damages of goods and human lives in transportation, 3<sup>rd</sup>

parties, freight and during installation.

12. If goods and or services supplied by the Company are in any way unsatisfactory, the customer must notify the Company by telephone, fax or email within 24 hours and must follow up in writing within seven days of the receipt of the goods and or services.

13. All illustrations, drawings, catalogues and descriptive matter are of a generally informative nature only and do not form part of specification or description of the goods and or services except to the extent expressly incorporated in them in writing. All such illustrations, drawings, catalogues and descriptive matter submitted by the Company will remain the property of the Company and they shall not be disclosed to any third party without the Company written consent specifically authorizing such disclosure.

14. The Customer and Company hereby agree not at any time during or after the sale or supply of the service to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

15. In the event of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, force majeure, flood, lock out, strikes of workmen or any other cause beyond control of the Company the Company shall be relieved of liabilities incurred under these conditions to the extent in which the fulfillment of such obligations is prevented or frustrated as a consequence of any such event as outlined above and the Company shall be at liberty to defer the date of installation, service or delivery to cancel an order. If the contract is cancelled under this provision the Company shall be entitled to payment for all goods and services provided under the contract and to payment of a proportion of the price specified in the contract.

16. Warranty of goods is limited to 1 month for refrigerant gas and lights. 3 Months on electrical equipment, condensers and blower coils. 1 Year on compressors. 2 Years on insulated panels against delamination only. Warranty will be voided if goods are not installed by a qualified certified technician. Warranty will be voided if goods are not serviced by a qualified certified technician every 6 months. Transport will not be covered by warranty, and for the customer to arrange and liability. A Call out fee will be charged by the company to the customer if it is found that goods are not under a warranty claim. Compressors will be tested on warranty claims and a professional compressor report will be given the details of compressor failure. Compressor reports can take up to 7 days for processing. No loan equipment can be provided.

17. If provision of this document or portions thereof are held to be invalid under any applicable statute or rule of law, or regulation they are to that extent to be deemed omitted from the conditions of sale and the balance of this agreement shall remain in full force and effect.

18. The Company shall not be responsible for any error or omissions unknowingly excluded from its documentations.

These terms is automatically accepted with purchase and services of Africhill goods.