



Arctica

REFRIGERATION

catering equipment

1)Entire Agreement

- a) These Standard Terms and Conditions (T&Cs) shall apply to all dealings between the Supplier (the Supplier) and the customer (the Customer) save insofar as may expressly be varied by written instrument signed by both parties. In particular, these T&Cs shall super cede any and all terms, conditions and contractual provisions to the contrary in or accompanying Customer orders, receipts, payments or similar documents.

2)Jurisdiction

- a) The Customer hereby consents in terms of Section 45 of Act 32 of 1944, or any amendment thereof, to the jurisdiction of the Magistrate's Court in any district having jurisdiction over the Supplier in terms of Section 28 of the aforesaid Act in respect of any claim arising between the Supplier and the Customer notwithstanding the amount thereof.

3)Orders

- a) All orders placed with the Supplier by the Customer for all goods shall be done in writing via document delivery, e-mail or fax. Any other method of ordering shall be deemed to be invalid.

4)Equipment availability and pricing

- a) Prices for the equipment are subject to the equipment being available for sale on receipt of the Customer's order, failing which prices quoted are subject to variations in the costs of materials, services, labour and transport between time of quotation and the delivery of the equipment to the Customer.
- b) The products may differ slightly from the pictures shown on the supplier's websites and brochures. Outputs and capacities given are generally the maximum possible, and these figures do vary according to circumstances. They are based on measurements supplied by the manufacturer. Every effort has been made to include as much needed information as possible, and to present the documentation in an easy-to-read, unambiguous, and consistent manner.

5)Payments

- a) Payment for all equipment purchased and service supplied shall be paid by the Customer to the Supplier in full before delivery thereof.
- b) The customer shall be liable to the Supplier for interest on overdue accounts at the rate of 2% (Two Percent) over and exceeding the prime lending rate charged by First National Bank of Southern Africa Limited from time to time, without prejudice to the Supplier's additional or alternative rights in law.
- c) Notwithstanding any granting of credit or undertaking so to do on the part of the Supplier to the Customer at any time, the Supplier hereby reserves the right at any time to require payment in form of cash on delivery, without any reason therefore.

- d) All payments shall be made by electronic transfer or cash into an account designated by the Supplier. Cheque payments may only be made by prior arrangement.
- e) All payments due by the Customer shall be made without demand or deduction for any reason whatsoever.

6)Ownership

- a) Notwithstanding that equipment may be sold on credit, ownership therein shall vest and remain vested in the Supplier until receipt of payment in full. However, risk therein shall pass on delivery.

7)Delivery

- a) Delivery dates are based on current industrial conditions and no warranty is given by the Supplier in regard thereto.
- b) Unless otherwise specified, the Supplier shall not be liable for any in transit losses or damages from the moment of dispatch of any parts and/or machines, whether or not covered by the warranty, from the premises of the Supplier or from the point of dispatch elected by the supplier to the Customer's premises.
- c) Upon delivery of equipment ordered by or on behalf of the Customer, the Customer shall, by signature of any party (whether or not the latter is an employee of the Customer) having been appointed to receive the delivery documents, be deemed to have received all of the equipment reflected therein in good order and condition. The onus is on the Customer in proving the contrary in the event of any subsequent dispute in this regard. The supplier strictly advises customers to inspect goods received by the courier before signing the waybill.
- d) All machines, parts and other products supplied by the Supplier to the Customer shall be dispatched from the premises of the Supplier or collected by the Customer, at which point the Customer shall assume full responsibility for the products and the Supplier shall be fully exonerated from any liability in connection therewith.
- e) The Supplier shall not be liable for any damages, losses or theft caused by courier companies.
- f) The Customer shall insure all goods in transit against losses or damages.
- g) The Customer shall not be entitled to cancel the sale by reason of any delay howsoever caused.

8) Guarantee

- a) The equipment sold is subject to the supplier's guarantee against defective workmanship and/or materials at the time of production and for such period after delivery as may be specified by the Supplier in documentation accompanying such equipment, upon such further terms as may therein be specified. The Supplier hereby warrants that the products are free from defects and in good order as defined by the Supplier. All second-hand equipment is sold without any warranty whatsoever and as it stands.
- b) The Supplier agrees to replace, free of charge, any parts, where such replacement becomes necessary as a sole and direct result of inherent defect in the parts, and undertakes to provide, free of charge, the labour and workmanship involved in the repair of the products on their premises as the warranty is a carry in warranty. The transport is for the customer's account.
- c) The guarantee does not cover damage resulting from incorrect, inadequate or negligent application of the products, nor does the warranty cover lightning, power surges or other natural disasters.
- d) The Supplier shall not be liable for loss of profit or any damage, direct or indirect, consequential or otherwise, sustained by the Customer in consequence of any equipment sold or service rendered which may in any respect be incorrect, defective and/or delayed or which may arise out of any other cause whatsoever.
- e) The above guarantees are given in lieu of any warranty, guarantee or condition implied by the law in respect of any defect or failure of the equipment supplied and for loss, injury or damage attributed thereto.
- f) Claims will only be applicable of goods purchased that are fully paid for and will be subject to our normal guarantee conditions
- g) .The Customer shall acquaint himself/herself with the operating manual of each machine purchased from the Supplier.

- h) Spare parts: No refunds, exchanges or credit on any electrical parts or circuit boards.
- i) Beaters of soft serve machines are regarded as consumable items and are not covered by any warranty.
- j) All machines repaired by the Supplier in terms of the warranty must be collected within ninety (90) days of the notification of the completion of the repairs. Failure to comply with this condition will result in the sale of the machine in order to defray costs.
- k) All machines repaired by the Supplier in terms of the warranty must be collected within ninety (90) days of the notification of the completion of the repairs. Failure to comply with this condition will result in the sale of the machine in order to defray costs.
- l) Warranty will be void when refrigerated machines are transported flat or tilted more than 45 degrees.
- m) Condenser, compressor, fan and motor need to be dust free and cleaned at least once a month or warranty will be void if this is not done. In general, regular services by qualified technicians need to be carried out to maintain the guarantees.
- n) Three (3) Months carry in warranty on all services and parts replaced by the Supplier workshop technicians.
- o) The Customer shall be liable for all costs relating to the transportation or courier of defective parts and/or machines, whether or not the parts and/or machines are still covered by the guarantee.

9) Warranty Claims Procedure

- a) The supplier requires proof of purchase in the form of the original invoice to the Customer, indicating the reason for replacement of defective parts, as well as the actual defective parts under warranty, prior to the supplier honouring the claim. Refunds and exchanges only when approved by management.

10) Warranty Exceptions

- a) In the event of a claim from a Customer outside the borders of the Republic of South Africa, the warranty shall not cover labour and workmanship in respect of repairs to the products. Instead, the Customer shall, at his/her own expense, engage the services of a qualified technician to undertake the repairs. The defective part(s) shall be returned to the Supplier who shall, upon receipt of the faulty part(s), replace said part(s).

11) Default

- a) Should the Customer default in respect of any payment obligation to the Supplier, the latter shall be entitled to institute action for recovery thereof in the Magistrates Court in respect of any amount whatsoever as may then be outstanding (whether or not due) and shall be entitled to recover its costs thereby incurred on the scale as between attorney and own client.

12) Goods Returned

- a) The return of goods for credit is subject at all times subject to our prior consent and is in any event conditional upon all return transport costs being for the account of the purchaser. A 10% handling charge may at the discretion of the Supplier be levied upon any or all items accepted for return.

13) Authorisation

- a) The signatory hereby warrants that he/she is duly authorized to conclude this agreement of sale with the Supplier and further warrants that he/she is duly authorized to accept these terms and conditions.