

GENERAL TERMS & CONDITIONS

and

CONDITIONS OF SALE & SERVICE

Incorporating: **Mobi Power (Pty) Limited**

(Hereinafter referred to collectively and individually as “the Company”)

1. GENERAL:

All service contracts and orders as well as all tenders and quotations and all orders and/or contracts resulting there from are subject to the following conditions except where otherwise agreed to in writing by the Company.

2. CONDITIONS OF SALE:

Notwithstanding any contrary conditions made at any time by any client these conditions shall apply to all services and all sales of goods by the Company.

3. CLIENT TO SATISFY HIMSELF:

Subject to the terms hereof the client shall be deemed to have satisfied himself as to and has accepted all the conditions, representations, warranties and circumstances affecting each order and contract.

4. PRICES:

- (a) The Company's listed or quoted prices are subject to alteration at any time without prior notice.
- (b) The prices quoted in estimates, specifications, acceptance of orders or contracts are based on the quantities specified therein and the Company reserves the right to revise prices in the event of the quantities being reduced or increased.
- (c) All prices quoted by the Company are subject to exchange rates, duties, surcharges, freight and transport costs, and clearing agent's charges ruling at the time. Any subsequent changes will be for the client's account, unless quoted as "fixed".
- (d) The Company takes great care in basing prices on the correct customs tariff. Should Customs however charge a different tariff to that used by the Company; the difference will be for the client's account.
- (e) Should overseas supplier's increase their prices, the Company shall be entitled to pass on these increases to the client unless quoted as "fixed".

5. TERMS:

- (a) In tenders and quotations all prices quoted exclude VAT unless otherwise stated. The Company's tender or quotation, unless otherwise agreed in writing, is open for acceptance within fourteen (14) days from date hereof.
- (b) All first time customers are required to make 100% payment upfront unless otherwise agreed to in writing.
- (c) Accounts payable are strictly 30 days from date of invoice unless otherwise agreed to in writing by the Company.
- (d) If for any reason service delivery (e.g. installation) is delayed by the customer, a progress claim will be submitted for work completed to date, and a pro-rata payment will be required.
- (e) Once your job is complete, you will be notified of this and we require that you inform us of any concerns or snags within 24 hours, or we will assume you are 100% satisfied.

6. CARRIAGE:

- (a) Unless otherwise specified, prices quoted are "Ex-Work", Johannesburg, South Africa
- (b) All other delivery or transport costs by post office, courier, rail, road or air are for the client's account unless otherwise agreed to in writing.

7. DELIVERY:

(a) Delivery times are estimated as accurately as possible and the Company will use its best endeavour to adhere to such estimated times. However, delivery times are not guaranteed unless otherwise agreed by the Company in writing. Accordingly, the Company shall not be liable for any delays, which are not so guaranteed. Delivery times are also subject to revision without notice and the Company cannot accept any liability for late deliveries. The period specified for delivery on the Company's tender or quotation:

- (1) Shall commence from final settlement of details and specifications, and not from the date of order, tender or contract.
- (2) Goods required to be delivered by the Company shall be received by the client and thereafter shall be at the client's risk.
- (3) Appointments for services will be viewed as a supply of a product delivery. Any change or cancellation in date and time or scope of work must be done at least 48 hours before agreed on date and time otherwise customer will be liable to charges associated with the appointment.

8. END USE:

The suitability of the goods for the use contemplated by the client is the sole responsibility of the client and the Company shall in no way be responsible for the suitability of the goods sold for any particular end use.

9. VARIATION:

No variation of these conditions shall be binding on the Company unless such variation is agreed to in writing by the Company.

10. RISK:

- (a) All goods shall be at the Company's risk until delivery in terms of their order unless otherwise agreed to in writing by the Company.
- (b) All goods duly delivered to clients shall be at the client's risk.

11. DAMAGE, SHORTAGE OR LOSS OF GOODS:

The Company does not accept responsibility for any damage, shortage or loss, unless either:

- (a) Damage or shortage is notified in writing both to the Company and to the carriers within 7 days of receipt of goods and the relevant waybills/consignment notes have been endorsed accordingly by the consignee.

- (b) Non-delivery (in the case of total loss) is notified both to the Company and to the carriers within 10 days of the date of dispatch mentioned by the Company's advice note or invoice.

12. DEFECTS:

- (a) The Company will use its best endeavour to ensure that goods are supplied in working order to their specifications.
- (b) The Company shall not be liable for any express or implied warranties or representations, effects or delays and the Company shall have no liability whatsoever in respect of any defect in the goods whether of design workmanship or material or otherwise and in particular the Company shall not be liable for any loss or damage whether arising directly or indirectly from any defect in the goods sold nor shall the Company be liable in any way whatsoever for loss of profits and/or consequential damages.
- (c) Where applicable the Company will facilitate the manufacturer's standard warrantee or guarantee.

13. POOR WORKMANSHIP

The Company uses suitable qualified persons and sub-contractors in providing services to clients and shall have no responsibility or liability towards poor workmanship or damage to property caused by such contractors.

14. RETURN OF GOODS FOR CREDIT:

- (a) Goods may only be returned for credit if authorised by the Company in writing.
- (b) The Company will only consider accepting back goods for credit, if notified by the client in writing within 7 days after date of invoice.
- (c) The Company shall be entitled at its discretion to charge a 20% handling charge on goods returned for credit in the original packaging.
- (d) Any request for deferrals, amendments or cancellations must be discussed & mutually agreed to in writing.
- (e) Any special orders or specifically configured products will not be accepted back for credit.

15. RESPONSIBILITY:

It shall be the client's sole responsibility to make himself/herself familiar with regulations which concern the use of the goods ordered, and the Company cannot be held responsible for any penalties or restrictions resulting from contravention of any Government or other regulation. All goods offered ex stock are offered subject to them being unsold on receipt of order.

16. CESSION OR ASSIGNMENT:

No part of the tender or quotation or any order or contract arising there from may be ceded or assigned by the client without prior consent in writing of the Company.

17. TOLERANCES:

All goods will be supplied within manufacturing limits and tolerances, which are responsible in the trade, but if special accuracy is required, the client must state maximum and minimum limits at time of ordering.

18. FORCE MAJEURE:

Delays in or failure of performance by the Company shall not constitute default herein or give rise to claims for damages if and to the extent that such delay or failure is caused by force majeure which is defined herein as occurrences beyond the reasonable, practical, economic or business control of the Company, and which, by the exercise of reasonable diligence the Company would not normally have been able to prevent, including therein, but not by way of limitation, decrees of government, Act of God, strikes or other concerted act of workmen, fires, floods, explosions, riots, civil commotion's, war, rebellion, sabotage, disruption of manufacture or commerce for political or other reasons.

19. TERMINATION:

The Company shall be entitled to cancel any order and/or contract without prejudice to its right to claim damages for any loss or expense suffered by it whether caused directly or indirectly if the Client after having been given 10 days' written notice to make good any default:

- (a) Fails to adhere to any of these conditions; or
- (b) Fails to make payment on due date of any monies due by it.

20. MAGISTRATE'S COURT JURISDICTION:

The Client and the Company agree that the Company shall be entitled at its option to institute any legal proceedings in connection with a tender or any contract arising out of it in the Gauteng Magistrate's Court of the Republic of South Africa and the client hereby agrees and consents to such jurisdiction.

21. CONSUMER PROTECTION ACT AND POLICIES:

As a quality South African brand, the Company prides their business on adhering to all policies and regulations, including the CPA (Consumer Protection Act). This Act aims to provide the individual consumer with certain rights and protection. The Company is committed to operating our business in terms of the Consumer Protection Act and all policies are subject to the applicable law. The Company commits and aims to uphold the principles of the Act in all of our dealings with you, whether it is through the marketing of the product, the actual sale of the product or after-sale support and service.

The Company supports the following customer rights:

- (a) **Safety**
All of our products are accompanied with instructional material. Our products clearly state should a product or accessory be hazardous to your health or could cause you harm. This information can be found in the packaging, where you will also find adequate instructions on how to use the goods. Since the Company deals with electrical products it must always be expected that a product can cause an electrical shock if handled incorrectly.
- (b) **Good Quality**
All of the Company's products carry a 14 working days money back guarantee. For more detail on guarantees and returns, please phone us +27(0)11 8698795. Goods must be returned in original packaging and in re-sellable condition.
- (c) **Information**
The Company will always provide you adequate information of our products. All of the instructional material has been written in a simple and effective cohesive manner and is not in any way intentionally meant to be misleading.
- (d) **Choice**
The Company offers you a variety of quality products and you are not obligated to buy from us.
- (e) **Queries and Complaints**
As a consumer you have various options to address any comment, suggestion or complaint with us. All queries are addressed in a professional, fair and respectful manner.