



TECHNICAL TRADING CORPORATION LTD
45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya
PO BOX 17582, 00500
+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403
info@ttc.co.ke | www.ttc.co.ke

**TERMS &
CONDITIONS
OF SALE**
01/01/2022

TERMS & CONDITIONS OF SALE

All Orders placed are subject to these Conditions of Sale, and the placing of an order shall be considered to be acceptance of these conditions, to the exclusion of the Customer's conditions of sale or purchase; and that in the event of re-sale, the Customer undertakes the responsibility of ensuring that the ultimate purchaser is also fully acquainted with, and accepts, the said conditions of TECHNICAL TRADING CORPORATION LIMITED - hereinafter referred to as "the Company"

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1 QUOTATIONS AND TENDERS

All quotations and tenders are quoted as per the Incoterms on our quotations and are subject to a firm order being placed and paid for before the quote expiry date unless otherwise stated. The acceptance of the order by the Company will constitute a contract subject to these conditions. Any variation of the Contract must be in writing and signed by the Company and the Customer. Unless firm prices are quoted in the quotation or tender, the contract price is based upon the cost of material, labour, transport, fuel and other relevant factors applying, statutory obligations at the time of the tender or quotation, and if between that date and the date of actual delivery, variation either by rise or fall shall occur in these costs, then we reserve the right to amend the contract price accordingly. The order must contain sufficient information to enable the Company to proceed with the order forthwith.

2 SPECIFICATIONS AND DRAWINGS

All quotations, drawings and information remain the Company's property and copyright, and are to be treated as confidential. Adequate drawings will be supplied where necessary.

3 CUSTOMER'S MATERIALS, RETURNS & REPAIRS

While the Company takes all reasonable care of the customer's parts, components and goods in its possession, the Company accepts no responsibility for any damage, distortion, faults or defects therein which appear or develop during the course of the work undertaken by the Company. Subject to availability of parts, materials and labour, the Company will be prepared to correct any such damage, distortion, faults or defects at the Customers request and expense. All goods received by the Company for repair or otherwise are held by the Company at the Customer's risk as regards loss or damage except where the cause of loss or damage was the result of the negligence of the Company, its servants or agents.

4 CUSTOMER REQUIREMENTS

When supplying goods in respect of a particular purpose, every endeavour is made to meet the requirements of Customers from the information supplied by them. As full information will be supplied at the request of the Customer regarding the manufacture and capabilities of any goods for a particular purpose, no responsibility is accepted as to the suitability of any goods once an order is accepted, except under the terms of the Company's Warranty. Without prejudice to the generality of the foregoing, the Company will furnish upon request, data, information, and other services relating to the application or use of the goods, but the Company will not be responsible and does not assume liability whatsoever for damage of any kind sustained either directly or indirectly by any person in, or through, the adoption or use of such data, information or services, in whole or in part.



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5 DELIVERY

The time of delivery, whilst given in good faith, is not the essence of the contract. The Company shall not be liable for any loss or damage, including consequential loss or damage, in respect of delayed deliveries due to any reason, howsoever caused. This also covers but not limited to:

1. Acts or intervention of Government or Government agencies
2. Fire, flood or explosion
3. Act of God
4. Declared or undeclared war, or riots or civil commotion or terrorist attacks
5. Strikes or other industrial disputes
6. Any act neglect or default of the other party
7. Any cause outside our reasonable control.

6 UNLOADING

The responsibility of unloading goods at the point of delivery will be that of the Purchaser, and no liability shall be incurred by the Seller in respect of any loss or damage that may occur during unloading whether or not the unloading is assisted by the agent or employee of the Seller who shall not be bound to assist. Such person or persons in such circumstances being deemed to be under the control and direction of the Purchaser.

7 CANCELLATION

Notice of cancellation of order for stock items is required in writing and must be stamped as received by the Company. Orders for stock items can only be cancelled within 3 working days. Any orders cancelled after this period will be subject to a re-stocking fee.

Stock items must be returned to our specified return depot *CARRIAGE PAID* and will only be accepted if in 'AS NEW' condition, the goods may be subject to a re-stocking fee. Goods returned after 30 days cannot be accepted no matter the condition. Goods of an electrical nature cannot be returned at all no matter the condition.

The restocking fee is set at 20% of the goods value plus any additional charges incurred to prepare, load/offload the order or any other incidentals that fall outside the regular trade activities of the company such as but not limited to forklift hire.

Orders for items to customer's specification cannot be cancelled and must be paid for in full.



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8 EXAMINATION OF GOODS

Goods must be examined immediately on delivery, and any damage or loss reported to us and the carriers, *IN WRITING*, within 48 hours of receipt; otherwise no claims shall be considered nor accepted. shall be considered nor accepted.

9 CARRIAGE

Prices quoted exclude Carriage, Packing & Insurance. These will be invoiced to the Purchaser at reasonable rates, which shall be determined by the Company, unless previously agreed in writing.

10 LEGAL CONSTRUCTION

The Contract shall in all respects be construed and operate as a Kenyan Contract and shall be governed by Kenyan Law.

11 TITLE

Title of the goods shall only pass from the Company to the Purchaser upon full payment of all monies due. Until Title passes, the Purchaser holds the goods as agents for the Seller and shall be responsible for the safe custody of the goods, including insurance, and shall indemnify the Company in respect of all loss or damage of whatsoever nature affecting the goods. The Purchaser may use the goods for his normal purposes. The goods must be stored separately and identified accordingly. If the goods are combined with other goods, title to the combined goods is retained by the Company, and these goods must be similarly stored and identified. The Company reserves the right to repossess all or part of the goods or combined goods and shall have right of entry to the Purchaser's premises in order to retrieve the goods.

12 PAYMENT

Unless specifically agreed in writing, all prices quoted are net, excluding Value Added Tax, Import Duty or other special charges.

Subject to a formal credit account being approved, accounts are due for payment immediately from the date of invoice or the date that we advise you that your order is available for dispatch, or the actual date of dispatch, whichever is earlier.

Subject to a formal application for a credit account and issuance of a Credit Approval Letter, accounts are due for payment no later than 15 days from the due date advised on each invoice or as per the terms set out in the Credit Approval Letter.

The Company reserves the right to charge interest on all overdue accounts at 6% above the current bank base rate. An account is deemed to be overdue 15 days from its due date.



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Failure to pay for any goods or services or for any delivery or instalment shall entitle the Company to suspend further deliveries and work - both on the same order and on any other order from the Customer, without prejudice to any other right the Company may have. The Company reserves the right where a Customer fails to adhere strictly to the agreed credit terms or where genuine doubts arise as to a Customer's financial position, to suspend delivery of any order, or part of order, or instalment, without liability until payments or satisfactory security for payment has been provided.

13 WARRANTY

The warranty of our products varies by product and service and is listed in our Warranty Schedule and applies solely to equipment supplied or work carried out by the Company. The Warranty Schedule is subject to change without notice but will be honoured as per the Warranty Schedule at the date of purchase provided payment was completed in full at the same time or as per the payment terms governed by section 12 of these Terms & Conditions.

Unless specifically agreed in writing the warranty offered refers to the exchange or replacement of any defective part or assembly due to manufacturing defect. This excludes:

1. Defects caused by fair wear and tear,
2. The effects of careless handling,
3. Lack of maintenance,
4. Faulty installation,
5. Incompetence on the part of the equipment user,
6. Acts of God or any other cause beyond the Company's reasonable control.

Any repair or attempt at repair carried out by any other party invalidates all warranties. Furthermore, no responsibility is accepted due to consequential loss in the event of product failure. In order to investigate warranty claims thoroughly, the following information is required:

1. Comprehensive description of the problem by an Engineer
2. Process details
3. Photos/video of installation
4. Warranty claim form duly filled and received by the company
5. Proof of purchase in the form of the original invoice is required to be shown before warranty repair or replacement is approved. The items in question should be returned to the Company, carriage paid, for inspection after decontamination to the following address, unless otherwise stated in writing.

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Trading, Engineering, Procurement & Commissioning

Energy

**Prime
Movers**

**Power
Transmission**

**Fluid
Handling**