

STANDARD TERMS AND CONDITIONS:

1. PAYMENT:

- (a) The Customer shall make payment to Soft-Ice Machines for all goods purchased upon placing the order, prior to dispatch.
- (b) All payments shall be made by electronic transfer or cash into an account designated by Soft-Ice Machines.
- (c) All payments due by the Customer shall be made without demand or deduction for any reason whatsoever.

2. ORDERS:

All orders placed with Soft-Ice Machines by the Customer for all goods shall be done in writing, ie. e-mail or fax. Any other method of ordering shall be deemed to be invalid.

3. JURISDICTION:

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 Soft-Ice Machines in terms of Section 28 of the aforesaid Act in respect of any claim arising between Soft-Ice Machines and the Customer notwithstanding the amount thereof.

4. WARRANTY:

Soft-Ice Machines hereby warrants that the products are free from defects and in good order as defined by Soft-Ice Machines. Soft-Ice Machines 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 customers account. The warranty 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. Soft-Ice Machines shall not be liable to any other extent than the replacement of the defective parts and the labour and workmanship involved in their replacement. This warranty covers the full extent of liability, no other warranties or guarantees being expressed or implied.

- (a) The warranty on soft serve, slush and juice machines are valid for a period of twelve (12) months from date of invoice. All other Catering Equipment twelve (12) months unless otherwise stipulated as in (4.b).
- (b) The warranty on chocolate melting pots, DF81,82,88,89 electric fryers, EG818,822 electric grills are valid for a period of six (6) months from date of invoice.
- (c) Spare parts-No refunds, exchanges or credit on any electrical parts or circuit boards.
- (d) Beaters of soft serve machines are regarded as consumable items and are not covered by any warranty.
- (e) All machines repaired by Soft-Ice Machines 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.
- (f) Warranty will be void when machine is transported flat or tilted more than 45 degrees.
- (g) 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.
- (h) Regular services by qualified technicians or warranty will be void if this is not done.
- (i) Three (3) Months carry in warranty on all services and parts replaced by Soft-Ice workshop technicians.

CLAIMS PROCEDURE:

Soft-Ice Machines shall require proof of purchase in the form of the original invoice to the Customer, indicating the date, address, telephone number, reason for replacement of defective parts, as well as the actual defective parts under warranty, prior to Soft-Ice Machines honouring the claim. Refunds and exchanges only when approved by management.

LIABILITY:

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 warranty. Soft-Ice Machines shall not be liable for any damages from the moment of dispatch of any parts and/or machines, whether or not covered by the warranty, from the premises of Soft-Ice Machines or from the point of dispatch elected by Soft-Ice Machines. Soft-Ice Machines strictly advise customers to inspect goods received by the courier before signing the waybill.

EXCEPTIONS:

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 Soft-Ice Machines who shall, upon receipt of the faulty part(s), replace it.

5. DELIVERY:

- (a) All machines, parts and other products supplied by Soft-Ice Machines to the Customer shall be dispatched from the premises of Soft-Ice Machines or collected by the Customer, at which point the Customer shall assume full responsibility for the products and Soft-Ice Machines shall be fully exonerated from any liability in connection therewith.
- (b) The Customer shall assume responsibility for all courier and transport costs.
- (c) Soft-Ice Machines shall not be liable for any damages, losses or theft caused by courier companies.
- (d) The Customer shall insure all goods in transit against losses or damages.
- (e) The Customer shall not be entitled to cancel the sale by reason of any delay howsoever caused.
- (f) The Customer shall acquaint himself/herself with the operating manual of each machine purchased from Soft-Ice Machines.

6. CONSEQUENTIAL LOSS:

The Customer hereby agrees that Soft-Ice Machines shall not be liable for any consequential loss or contingent liability whatsoever which the Customer might suffer as the result of any alleged defects in the goods sold by Soft-Ice Machines to the Customer, or in respect of any work performed by Soft-Ice Machines on behalf of the Customer.

7. AUTHORIZATION:

The signatory hereby warrants that he/she is duly authorized to conclude this agreement of sale with Soft-Ice Machines and further warrants that he/she is duly authorized to accept these terms and conditions.

8. ENTIRE AGREEMENT:

The terms and conditions contained herein shall constitute the entire agreement of sale between Soft-Ice Machines and the Customer and Soft-Ice Machines shall not be bound by any terms and conditions contained in the order, or similar document, issued by the Customer and no variation to the terms thereof shall be valid unless reduced to writing and signed by both Soft-Ice Machines and the Customer.