

## STANDARD TERMS AND CONDITIONS:

### 1. PAYMENT:

- a) The Customer shall make payment to Soft-Ice cc for all goods purchased upon placing the order, prior to dispatch.
- b) All payments shall be made via EFT, cash or credit card into an account designated by Soft-Ice cc.
- c) When making cash deposits 3.1% must be added to the total for bank charges
- d) All payments due by the Customer shall be made without demand or deduction for any reason whatsoever.

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

### 3. WARRANTY:

Soft-Ice cc hereby warrants that all products are free from defects and in good order as defined by Soft-Ice cc. Soft-Ice cc agrees to replace any part, free of charge inside the warranty period where such replacement becomes necessary as a sole and direct result of inherent defect in the part and undertakes to provide, free of charge, the labour and workmanship involved in the repair of the product on their premises as the warranty is a **carry in warranty**. The transport is for the customer's 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 cc 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 period range between six (6) and twelve (12) months, depending on the equipment.
- b) No refunds, exchanges or credit on any electrical parts, display or circuit boards.
- c) The following items are consumables and are **NOT** covered by any warranty:
  - \*Beaters on Soft Serve Machines
  - \*Inner & Outer spiral beaters on Slush machines.
  - \*Blades on **ALL** cutters, slicers and chippers
  - \*O-Ring's, seals and gaskets
- d) All equipment repaired by Soft-Ice cc 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 equipment in order to defray costs.
- e) Warranty will be void on all equipment with compressors if transported flat or tilted more than 45 degrees.
- f) 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.
- g) Regular services by qualified technicians or warranty will be void if this is not done.
- h) Three (3) Months carry in warranty on all services and parts replaced by Soft-Ice cc technicians.
- i) All Warranties & Guarantees of locally sourced equipment is warranted by their respective manufacturer/importer and NOT by Soft-Ice cc.

### CLAIMS PROCEDURE:

Soft-Ice cc shall require proof of purchase in the form of the original invoice from the Customer, indicating the date, address, telephone number, reason for replacement of defective part as well as the actual defective part under warranty, prior to Soft-Ice cc honouring the claim.

Refunds and exchanges can only be approved by management.

### LIABILITY:

The Customer shall be liable for all costs relating to the transportation or courier of defective parts and/or equipment, whether or not the parts and/or equipment is still covered by the warranty. Soft-Ice cc shall not be liable for any damages from the moment of dispatch of any parts and/or equipment, whether or not covered by the warranty, from the premises of Soft-Ice cc or from the point of dispatch elected by Soft-Ice cc. Soft-Ice cc 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 cc who shall, upon receipt of the faulty part(s), replace it. The Customer shall be liable for all costs relating to the transportation to.

### 4. DELIVERY:

- a) All equipment, parts and other products supplied by Soft-Ice cc to the Customer shall be dispatched from the premises of Soft-Ice cc or collected by the Customer, at which point the Customer shall assume full responsibility for the equipment and Soft-Ice cc 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 cc 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 cc.

### 5. CONSEQUENTIAL LOSS:

The Customer hereby agrees that Soft-Ice cc 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 cc to the Customer, or in respect of any work performed by Soft-Ice cc on behalf of the Customer.

### 6. AUTHORIZATION:

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

### 7. ENTIRE AGREEMENT:

The terms and conditions contained herein shall constitute the entire agreement of sale between Soft-Ice cc and the Customer and Soft-Ice cc 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 cc and the Customer.