

MANUFACTURER'S WARRANTY



1.1 Slogging International warrants that:-

1. under normal operating conditions and circumstances the product "Wheel Slogger" carries a 5 year manufacturer warranty as set out in the warranty policy document from date of sale.
2. under normal operating conditions and circumstances the product "Slogging Hammer" carries a 1 year manufacturer warranty as set out in the warranty policy document from date of sale.
3. This warranty does not cover-
 - Normal wear and tear
 - Improper assembly
 - Improper follow-up maintenance
 - Installation of parts or accessories not originally intended for, or compatible with the product as sold
 - Damage or failure due to accident, misuse, abuse, or neglect
 - Labour charges for part replacement or changeover

RETURNED GOODS POLICY



Should the Company in its absolute discretion elect to accept the return of any goods, the following will apply -

1. All goods returned must be complete, clean, saleable and undamaged and in its original packaging.
2. The value of the credit for goods returned will be calculated at the invoice value when the goods were purchased, less 10% handling charge, should the goods be returned for any other reason other than guarantee claims.
3. The Credit Control Department must be notified of relevant invoice, packing slip and batch numbers before any claims will be considered.
4. All goods are to be returned at the Customer's expense (other than guarantee claims), and the risk in the goods remains with the Customer until the goods are received by the Company.
5. Only when it is proved that the goods are faulty, will shipping costs be refunded and if replaced by a new unit, the Company will be liable to ship the new unit on Company cost.

SHIPPING POLICY



1. Shipping can be arranged on behalf of the customer, the cost to be added to the bill of the customer.
2. Once the goods leave the premises of the Manufacturer, the responsibility moves from Slogging International to the customer.

TERMS AND CONDITIONS OF SALE



In these conditions:

1. **GOODS**

"the goods" means the goods indicated on any company forms, price lists, quotations, delivery notes, orders or invoices.

2. **PRICE**

2.1 The price of the goods shall be the usual price current at the time of the purchase of the goods.

2.2 Company price lists shall be considered merely as a guide by the Customer and the Company has the rights, from time to time, for any reason and without notice to the Customer, to change the prices of its goods without reflecting such changes on any price lists.

3. **PAYMENT**

3.1 Payment is to be made on order.

3.2 In all cases where the Customer uses a postal, banking, electronic or similar such service to effect payment, such services shall be deemed to be the agent of the Customer.

4. **ORDERS**

Orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by the Company by the delivery of the goods.

5. **DELIVERY**

5.1 All purchases are ex-factory.

5.2 Should the Company, at the Customer's request, engage a carrier to transport the goods to the Customer, such carrier shall be the Customer's agent and the Company shall engage the carrier on such terms and conditions as it deems fit and the Customer indemnifies the Company against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur to the carrier arising out of the transportation of the goods.

5.3 The risk in the goods shall immediately pass to the Customer once the carrier collected and the Customer shall be liable to pay the carrier for costs of insuring and handling the goods until delivery takes place.

6. **OWNERSHIP & RISK**

Notwithstanding that all risk in and to all goods sold by the Company to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid.



7. ARBITRATION

- 7.1 The company has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both Company and Customer.
- 7.2 The arbitrator must be a person agreed upon by the parties or failing agreement, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of Arbitration Foundation of SA.

8. RETURNED GOODS

- 8.1 Goods sold by the Company are not returnable save at the option of the Company. Should the Company in its absolute discretion elect to accept the return of any goods, the following will apply -
- 8.1.1 All goods returned must be complete, clean, saleable and undamaged and in their original packaging.
- 8.1.2 The value of credit for goods returned will be calculated at the invoice value when the goods were purchased, less 10% handling charge.
- 8.1.3 The Credit Control Department must be notified of relevant invoice, packing slip and batch numbers before any claim will be considered.
- 8.1.4 All goods are to be returned at the Customer's expense and the risk in the goods remains with the Customer until the goods are received by the Company.
- 8.1.5 Should the goods be returned due to faulty workmanship, shipping costs will be refunded once the product has been received. Replacement goods, if required, will be shipped at the Company's cost.

9. WARRANTIES & INDEMNITY

- 9.1 Warranty on the goods sold is limited to the manufacturer's warranty. All other warranties either express or implied, including any warranty that the goods are fit for a particular purpose are expressly excluded. The Company's liability for any breach of warranty shall be limited to and fully discharged by the Company when its supplies, free of charge, goods replacing those found to be defective, having regard to the use already or previously obtained from them. The Company's decision as to whether goods are defective or not shall be binding on all parties.
- 9.2 The Company disclaims all liability to the Customer in connection with the Company's performance or the Customer's use of the goods supplied and in no event will the Company be liable to the Customer for special, indirect or consequential damages including but not limited to, loss of profits and self-imposed injuries
- 9.3 Any liability of the Company for breach of contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer, the total price paid or due to be paid by the Customer for the services rendered or goods supplied.
- 9.4 The Company gives no warranty, express or implied, nor any representation that the goods sold by the Company are suitable for the purposes for which they have been ordered.
- 9.5 Any advice or opinion given by the Company's employees / distributors / re-sellers & agents is for the Customer's benefit only and the Company accepts no responsibility for any damages that the Customer may incur as a result of the Customer relying upon such advice.

10. SHIPPING

See Shipping Policy for details

11. GENERAL

- 11.1 This contract represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer.
- 11.2 The Company reserves the right in its sole discretion to vary or amend these terms and conditions from time to time without prior notice to the customer and any such amended or varied terms and conditions shall be binding on the Customer from the time that the Customer is notified thereof. Any subsequent transactions shall be according to the Company's amended terms and conditions.

12. THIRD PARTY LINKS

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

13. DISCLOSURE OF PERSONAL INFORMATION

- 13.1 The Customer understands that the personal information given in this credit application form is to be used by the Company for the purposes of assessing his credit worthiness. The Customer confirms that the information given by him in his credit application form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy and completeness of the above information, failing which the Company will not be liable for any inaccuracies or lack of completeness of information.
- 13.2 The Company has the Customer's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in the credit application form and to obtain any information relevant to the Customer's credit assessment, including but not limited to , information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 13.3 The Customer agrees and understands that information given in confidence to the Company by a third party on the Customer will not be disclosed to the Customer.
- 13.4 The Customer hereby consents to and authorises the Company at all times to furnish credit information concerning the Customer's dealings with the Company to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with the Company



14. DISCLAIMER / LIMITATION OF LIABILITY

Although we use reasonable efforts to include accurate and up-to-date information in our site and to enable smooth and safe operation of this site, we do not guarantee, nor do we make any presentations or representations whatsoever as to this site with respect to its accuracy and/or quality and/or suitability and/or timeliness and/or accessibility and/or availability and/or completeness and/or reliability and/or correctness of the information or of any part thereof, or of the products, or of any other materials and/or services through this site (hereinafter: **"the contents"**).

We do not guarantee or represent that this site and/or the contents included in it is/are or will be available at any particular time or location; nor do we assure that any defects or errors will be corrected or that the contents are free of viruses or other harmful components. As the contents are provided without warranties of any kind, either express or implied, you should not rely upon any of the contents as defined above. We offer this site and its contents as defined above on an "as is, as available" basis, and you may use it subject to all terms of use and at your own risk.

Slogging international (pty) ltd, its affiliates, subsidiaries, employees, distributors, directors, and agents are not and shall not be liable for any errors or omissions or inclusion of any material in the contents or in supply or delivery, or for any form of loss or damage whoever defined (including without limitation any pecuniary, special, direct, indirect, consequential, incidental, foreseeable, unforeseeable and/or exemplary damages), that may result from, or that otherwise may be related to this site or to the contents.

We expressly disclaim and deny any and all warranties, including warranties of merchantability, fitness for particular purpose, and/or non-infringement with respect to the services and/or to the contents and/or to any issue that is or that may otherwise be related to this site. This exclusion applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, irrespective of whether slogging international (pty) ltd and/or any of its affiliates have been advised of the possibility of such damage or loss.

You expressly agree that no warranty that is not specifically stated in this agreement will be claimed or otherwise adhered to by you, nor will such a warranty be valid. Since some jurisdictions do not permit the exclusion or limitation of different types of damages, slogging international (pty) ltd's maximal liability in such jurisdictions shall be limited to, and shall not exceed the minimal extent of liability stipulated and/or permitted by law in such jurisdictions.