



Address: 64 Door Factory LTD  
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Enterprise Road  
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## GENERAL TERMS OF SALE

### 1. ORDER ACKNOWLEDGMENT

All quotations and price offers are subject to 64Door Factory Limited written acknowledgement through an official PRICE OFFER/QUOTATION document which presents and details the order as understood and captured by 64Door Factory Limited. Unless the customer raises a prompt objection or issue with the PRICE OFFER/QUOTATION, this PRICE OFFER/QUOTATION will form the final and entire agreement between the parties, superseding all prior communications. No subsequent modification will be binding unless acknowledged in writing by 64Door Factory Limited.

### 2. GENERAL WARRANTY AND LIMITATIONS

#### Warranty.

64Door Factory Limited publishes written warranty for the products it sells that are available on its website. This warranty is the **sole and exclusive warranty** granted by 64 Door Factory Limited. Subject to the limitations and exclusions described therein, 64Door Factory Limited products are guaranteed to be free from defects (as defined in the written warranty) in material and workmanship at the time of manufacture.

#### Limitation of Remedies.

In the event of nonconforming product the customer's only remedy against 64Door Factory Limited shall be for the repair or replacement of the nonconforming product or, at the discretion of 64Door Factory Limited a refund which shall not exceed the purchase price of product paid to 64Door Factory Limited. No other remedy (including but not limited to, installation costs, repainting, incidental damages or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss), shall be available to the customer.

64Door Factory Limited reserves the right to have its representative inspect the product within (30) days of receipt of a claim under this warranty. Any returned product that is replaced is and shall be the property of 64Door Factory Limited.

#### Obligations of Buyer.

Claims under this warranty must be made in writing within the time frame and in the manner specified in the written warranty. All claims must include proof of purchase and must be made prior to attempts to repair the product.

### 3. TIME AND PLACE OF SHIPMENT.

Information as to the date of shipment is an estimation based on 64Door Factory Limited best judgment at the time of order. While 64Door Factory will endeavor to ship by the date indicated, this is not guaranteed and the shipment date is therefore not binding.

Upon delivery of products by 64Door Factory Limited the customer will take responsibility for safe and secure storage of all delivered products. 64Door Factory Limited will not be liable for any damage of delivered products after delivery. It is the responsibility of the customer to ensure that goods are delivered without any defects before accepting delivery.

In the event of customer collection risk of loss or damage shall pass to the customer upon delivery of products to any carrier, be it the customer themselves or any carrier nominated by the customer

#### **4. LATE PAYMENT CHARGE.**

A late payment charge of two percent per month on unpaid balances will be applied on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply. The customer also agrees to pay reasonable legal fees and other costs incurred at collection or for other breach of the agreement by the customer

#### **5. FORCE MAJEURE.**

64Door Factory Limited shall not be liable or responsible to the customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from a force majeure event ("Force Majeure Events"):

- (a) acts of God;
- (b) flood, fire, earthquake, hurricane or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) government order or law;
- (e) actions, embargoes or blockades;
- (f) action by any governmental authority;
- (g) national or regional emergency;
- (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and
- (i) shortage of adequate power, raw materials, products, labor or transportation facilities; and
- (j) other events beyond the reasonable control of 64Door Factory Limited..

#### **6. CHOICE OF LAW.**

This Agreement and all related documents are governed by, and construed in accordance with, the laws of the Republic of Kenya.