ABOARD GROUP t/a AFRICHILL
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Reg No: 2004/105010/23 | VAT No: 4700220470

TERMS AND CONDITIONS OF SALE, SUPPLY AND INSTALLATION

Aboard Group t/a Africhill

These Terms and Conditions apply to quotations, orders, sales, manufacture, supply, delivery, installation, commissioning, repairs and services provided by Aboard Group t/a Africhill. By placing an order, paying a deposit, accepting delivery, allowing work to commence, or signing these Terms, the Customer confirms acceptance of them, subject only to written amendments signed by an authorised representative of the Company.

1. Definitions

1.1 "Company" means Aboard Group t/a Africhill and, where applicable, its subsidiaries or divisions. "Customer" means the person, company or entity purchasing or receiving Goods and/or Services. "Goods and Services" includes equipment, finished goods, insulated panels, refrigeration systems, designs, drawings, articles, materials, software, installation, commissioning, repairs and services supplied by the Company.

1.2 "Order" includes any purchase order, signed quotation, written instruction or other acceptance by the Customer. "Site" means the location at which Goods are delivered or Services are performed.

2. Priority of these Terms and formation of contract

2.1 Unless expressly agreed otherwise in writing by an authorised representative of the Company, these Terms prevail over conflicting terms issued by the Customer.

2.2 No addition, deletion or variation is binding unless recorded in writing and accepted by the Company.

2.3 No binding contract comes into existence until the Company accepts the Customer's Order or commences performance.

2.4 Quotations are based on the information, drawings, specifications and site conditions made available to the Company. The Customer is responsible for ensuring that its requirements and information supplied to the Company are complete and accurate.

3. Specifications, design and suitability

3.1 The Company will use reasonable endeavours to supply Goods and Services substantially in accordance with the accepted quotation or Order.

3.2 The Company may make reasonable technical changes or substitute components where required by availability, engineering, safety or project requirements, provided the alternative is of substantially equivalent suitability and quality.

3.3 Unless the Company expressly accepts design responsibility in writing, the Customer remains responsible for confirming that the selected Goods and Services are suitable for its intended use, product, process and operating conditions.

3.4 Performance calculations depend on the design information supplied, including room dimensions, ambient conditions, product type, incoming product temperature, daily product load, door openings, electrical supply and required operating temperature. Material changes to these inputs may require redesign, additional equipment and a price/time adjustment.

4. Quotations and price adjustments

4.1 Quotations are subject to taxes, duties, levies and statutory charges unless expressly stated otherwise.

4.2 Unless expressly stated as fixed for a stated period, the Company may adjust the price before procurement or manufacture to reflect material changes in exchange rates, raw-material prices, transport or fuel costs, taxes, duties, labour costs, supplier costs, statutory charges or an obvious pricing or calculation error.

4.3 Variations, additional work, delays or costs caused by Customer instructions, inaccurate information, changed site conditions, restricted access, other contractors or events outside the Company's reasonable control will be charged additionally.

5. Payment

5.1 Unless otherwise stated in the accepted quotation, payment is 50% deposit with the balance payable in full before dispatch from the Company's factory.

5.2 Approved credit customers are subject to the written credit terms agreed with the Company. Unless otherwise agreed, any balance due after delivery/final invoice is payable within 28 days.

5.3 Overdue amounts bear interest at 2.5% per month, calculated from due date until payment in full, subject to applicable law.

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5.4 The Customer may not withhold, deduct or set off amounts due because of a dispute relating to another amount, except where required by law.

5.5 Payment must be made only to the bank account stated on an official Company invoice or written confirmation issued through an authorised Company channel. The Customer must independently verify any purported change of banking details with the Company before payment.

5.6 The Company may suspend manufacture, procurement, delivery, installation, commissioning, warranty attendance or other performance while any amount is overdue, without waiving its other rights. Any resulting delay will extend the programme accordingly.

6. Ownership and retention of title

6.1 Ownership of Goods remains with the Company until the Company has received full payment of all amounts due in respect of those Goods and, to the extent permitted by law, other amounts due by the Customer to the Company.

6.2 Until ownership passes, the Customer must keep identifiable Goods safe, adequately insured and, where reasonably practicable, separately identifiable as Company property.

6.3 If payment is overdue, the Company may exercise any lawful right to recover unpaid Goods. The Customer will be responsible for reasonable recovery costs to the extent permitted by law.

6.4 Nothing in this clause authorises unlawful entry onto premises or removal of Goods contrary to applicable law.

7. Delivery, risk and transport

7.1 Unless the accepted quotation expressly states otherwise, risk in the Goods passes to the Customer on delivery at the agreed delivery point.

7.2 Where transport is arranged by the Customer or by a third-party transporter engaged for the Customer, risk passes when the Goods are handed to that transporter. The Customer must ensure adequate goods-in-transit insurance.

7.3 Where the Company expressly includes transport in its scope, responsibility and insurance will be governed by the accepted quotation and the agreed delivery terms.

7.4 Delivery dates are estimates unless expressly stated in writing to be binding. The Company is not liable for delay caused by suppliers, transporters, customs, ports, border procedures, weather, labour disruption, site access, the Customer, other contractors or other circumstances beyond the Company's reasonable control.

7.5 The Customer must provide safe and suitable off-loading access, equipment and personnel where these are not expressly included in the Company's scope.

8. Inspection, shortages and visible damage

8.1 The Customer must inspect Goods on delivery and record visible shortages, damage or discrepancies on the delivery documentation before signing where reasonably possible.

8.2 Visible shortages or transport damage must be reported to the Company in writing within 24 hours of delivery, supported by photographs and delivery documentation.

8.3 Latent defects that could not reasonably have been identified on delivery must be reported promptly after discovery and within the applicable warranty period.

8.4 Failure to notify the Company within these periods may prejudice a claim to the extent the delay prevents proper investigation or mitigation.

9. Site readiness and Customer responsibilities

9.1 Where installation or commissioning is included, the Customer must provide the Company with safe, clear and uninterrupted access to a site that is ready for the agreed work.

9.2 Unless expressly included in the quotation, the Customer is responsible for civil works, foundations/floors, drainage, electrical mains supply and isolators, water, builder's work, penetrations, lifting equipment, scaffolding, permits, security, welfare facilities and removal of obstacles.

9.3 The Customer must disclose site hazards, access restrictions, induction requirements, working-hour restrictions and applicable safety rules before mobilisation.

9.4 Standing time, remobilisation, accommodation, travel or additional work caused by an unready site, restricted access, other contractors or Customer delay may be charged additionally and the completion date extended.

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10. Installation, commissioning and third parties

10.1 The Company's installation scope is limited to the items expressly stated in the accepted quotation.

10.2 The Company is not responsible for defects, delays, damage or performance issues caused by work, equipment or services supplied by third parties, except to the extent caused by the Company's own proven breach.

10.3 The Customer may not permit unauthorised persons to alter, relocate, open, repair or interfere with refrigeration equipment or insulated systems before commissioning or during the warranty period where such interference may affect performance or warranty.

10.4 Commissioning is subject to the correct electrical supply, completed Customer works and the system being ready for operation.

11. Refrigeration performance and operating conditions

11.1 Refrigeration performance is based on the design conditions recorded in the quotation, drawings or technical schedule.

11.2 The Company is not responsible for failure to achieve design performance where actual conditions differ materially from the agreed design inputs, including excessive product load, higher incoming product temperature, abnormal door openings, blocked airflow, over-stacking, power-quality problems, extreme ambient conditions or use of the room for a purpose for which it was not designed.

11.3 A cold or freezer room intended to maintain product at temperature is not automatically designed to pull down or freeze warm product. Product pull-down, blast chilling or freezing duties must be expressly specified and included in the design.

11.4 The Customer must operate the system in accordance with the Company's instructions and ensure reasonable airflow around evaporators and stored product.

12. Warranty

12.1 Unless a different written warranty is stated in the accepted quotation, the Company's standard warranty periods are: refrigerant gas and lights - 1 month; electrical equipment, condensers and blower coils - 3 months; compressors - 1 year; insulated panels - 2 years against delamination only.

12.2 Warranty applies to proven defects within the applicable warranty period and is subject to the original manufacturer's warranty terms where relevant.

12.3 Warranty is void to the extent a failure is caused or contributed to by incorrect installation by others, unauthorised alterations, misuse, accident, impact, corrosion, abnormal voltage, phase failure, power surge, lightning, inadequate power supply, lack of maintenance, blocked airflow, incorrect operating conditions, third-party work or failure to follow operating instructions.

12.4 Refrigeration and electrical equipment must be serviced by suitably qualified technicians at least every six months, or more frequently where the manufacturer or operating conditions require it. Service records must be retained and produced for warranty claims.

12.5 Transport, travel, accommodation, access equipment and call-out costs are not included in warranty unless expressly stated otherwise. A call-out fee may be charged where the reported issue is not a valid warranty claim.

12.6 Compressors may require testing and a technical failure report before a warranty decision. Such reports may take up to 7 days or longer where the manufacturer requires additional testing. Loan equipment is not guaranteed.

12.7 Warranty does not cover consumables, routine maintenance, refrigerant loss caused by third-party damage, or items with a published service life except to the extent expressly covered in writing.

13. Claims and remedy

13.1 Complaints concerning Goods or Services must be notified to the Company promptly in writing with reasonable supporting detail.

13.2 Where the Company accepts responsibility for a defect, the Company's obligation will, at its election and subject to applicable law, be to repair, replace, reperform or credit the affected defective portion.

13.3 The Customer must provide reasonable access and opportunity for the Company to inspect and remedy an alleged defect before appointing a third party to perform remedial work, except in a genuine emergency where immediate action is reasonably required to prevent further loss or danger.

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14. Limitation of liability

14.1 To the maximum extent permitted by applicable law, the Company's aggregate liability arising from the affected Goods or Services will not exceed the amount paid or payable to the Company for the specific affected Goods or Services giving rise to the claim.

14.2 To the maximum extent permitted by law, the Company is not liable for indirect, special or consequential loss, loss of profit, loss of production, loss of revenue, loss of use, loss of business, loss of contract, spoilage or loss of stored product, except where such exclusion is prohibited by law.

14.3 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability arising from fraud, wilful misconduct or other liability that applicable law makes non-excludable.

14.4 The Customer is responsible for appropriate insurance for stock, product, business interruption and consequential commercial risks.

15. Drawings, intellectual property and confidential information

15.1 Illustrations, drawings, catalogues and descriptive material are informative unless expressly incorporated into the accepted specification.

15.2 Designs, drawings, calculations, technical information and other intellectual property produced by the Company remain the Company's property unless expressly transferred in writing.

15.3 The Customer may use project-specific drawings supplied by the Company only for the project for which they were supplied and may not disclose or reproduce them for manufacture by third parties without written consent.

15.4 Each party must protect the other's confidential information and may disclose it only where required for the contract, with consent, or as required by law.

16. Force majeure

16.1 Neither party will be liable for delay or failure caused by an event beyond its reasonable control, including war, civil disturbance, strikes, fire, flood, severe weather, epidemic/pandemic restrictions, supplier failure, transport disruption, port or border delays, government action, import restrictions, power-system disruption or other force majeure events.

16.2 The affected party is entitled to a reasonable extension of time. If the event materially prevents performance for an extended period, the Company may suspend or cancel the affected portion of the Order on written notice.

16.3 On cancellation under this clause, the Customer must pay for Goods manufactured or procured, work completed, committed third-party costs and reasonable demobilisation/cancellation costs incurred up to the cancellation date.

17. Cancellation, suspension and Customer default

17.1 Because many Goods are custom-manufactured or procured specifically for a project, an accepted Order may not be cancelled without the Company's written consent.

17.2 If cancellation is accepted, the Customer is liable for work performed, materials procured, supplier commitments, design costs, storage, cancellation charges and other reasonable costs incurred by the Company.

17.3 The Company may suspend or terminate performance if the Customer fails to pay an amount when due, commits a material breach and fails to remedy it after reasonable notice, becomes insolvent or creates a material credit risk.

17.4 Suspension or termination does not affect accrued rights or amounts already due.

18. Storage and delayed collection

18.1 Where Goods are complete and ready for dispatch but delivery or collection is delayed at the Customer's request or because the Site is not ready, the Company may invoice amounts that would otherwise have become due on dispatch or delivery.

18.2 The Company may charge reasonable storage, handling, insurance and re-delivery costs during the delay.

18.3 Risk in completed Goods may pass to the Customer once the Company gives written notice that the Goods are ready for collection or dispatch where the delay is attributable to the Customer, subject to applicable law and the agreed delivery terms.

19. Export sales, customs and local requirements

19.1 For export projects, the Customer must provide accurate consignee, import, tax, customs and destination information required for the transaction.

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19.2 Unless expressly included in the Company's quotation, the Customer is responsible for destination-country import permits, customs clearance, duties, taxes, local approvals and local regulatory requirements.

19.3 Delays caused by customs, border authorities, shipping lines, ports, destination permits or other authorities are outside the Company's control unless directly caused by the Company's breach.

19.4 The parties must comply with applicable export-control, sanctions and anti-bribery laws. The Company may suspend performance where proceeding would reasonably expose it to unlawful conduct or sanctions risk.

20. Compliance and statutory requirements

20.1 The Customer must identify in writing before quotation any project-specific statutory, regulatory, food-safety, pharmaceutical, healthcare, mining, tender, certification, validation or other compliance requirements that the Goods or Services must satisfy.

20.2 The Company is responsible only for standards or certifications expressly included in its written scope.

20.3 Any additional compliance, testing, certification, validation or documentation requested after Order acceptance may constitute a variation in price and programme.

21. Errors and omissions

21.1 The Company is not bound by obvious typographical, clerical or calculation errors and may correct them promptly after discovery.

21.2 An inadvertent omission from documentation does not create an obligation outside the Company's accepted scope, subject always to applicable law.

22. Severability and no waiver

22.1 If any provision is invalid or unenforceable, it will be severed or limited to the minimum extent necessary and the remaining provisions will continue in force.

22.2 A delay or failure by the Company to enforce a right is not a waiver of that right.

23. Governing law and jurisdiction

23.1 These Terms and all transactions between the Customer and the Company are governed by the laws of the Republic of South Africa.

23.2 Subject to any mandatory law or agreed dispute-resolution provision, the Customer consents to the jurisdiction of the courts of South Africa in respect of disputes arising from the transaction. The Company may institute proceedings in any court having lawful jurisdiction.

23.3 If the parties agree in a project-specific contract to arbitration, adjudication or another dispute process, that written project-specific provision will prevail for that project.

24. Entire agreement and acceptance

24.1 The accepted quotation, Order, agreed drawings/specifications, written variations and these Terms constitute the agreement between the parties concerning the relevant supply, unless a separate written contract signed by both parties states otherwise.

24.2 No representation or promise not recorded in the agreement is binding, except where applicable law provides otherwise.

24.3 These Terms are accepted when the Customer signs them, places an Order referring to them, pays a deposit, accepts delivery, or instructs the Company to commence work.

CUSTOMER ACCEPTANCE

The Customer confirms that it has read, understood and accepts these Terms and Conditions and that the signatory is duly authorised to bind the Customer.

Customer / Company:	
Authorised Signatory:	
Position:	
Signature:	

Customer Initials: _____ **Date:** _____

Customer Signature: **Date:** _____

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Quotation / Order / Project Reference:	

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