



KAAP AGRI BEDRYF LIMITED | 1 Westhoven Street | Paarl | 7620 | Tel 021 860 3750 |
www.kaapagri.co.za | Regnr 1995/000336/06 |

TERMS AND CONDITIONS - SALE OF GOODS

This document contains the terms that apply when you buy any goods from Kaap Agri Bedryf Limited (Kaap Agri) unless you entered into a Supply of Goods Agreement with us (Kaap Agri), in which event the provisions of the latter agreement is applicable in so far as it is contrary to the provisions of this agreement. Please read the terms contained in this document carefully.

Customer Services

If you do not understand these terms and conditions or if you are not satisfied with the quality of the product purchased from Kaap Agri please contact us via our website.

Payment terms

All purchases are on a cash basis unless you have concluded a written credit agreement with Kaap Agri. If you purchased any product on credit, the product will remain our property until you have made payment in full. The price of the product does not include transport unless you have made other arrangements with us.

Delivery

If possible, and at your request, we may arrange for the delivery of the product purchased. The cost of delivery is the responsibility of the purchaser.

Delivery costs is not included in the purchase price unless expressly agreed otherwise between yourself and Kaap Agri.

Kaap Agri does not accept liability for damage to or loss of the goods while it is being transported by a third party whether arranged by yourself or by Kaap Agri on your request.

If an arrangement for delivery was made between yourself and Kaap Agri, Kaap Agri will at all times try to deliver the goods as close and safe as possible to the delivery address in the discretion of the Kaap Agri employee. The closest delivery point may be an area closest to the delivery address where the truck can turn safely or the dedicated area in a complex which is approved for delivery.

Damage to and any risks pertaining to goods purchased will be your responsibility or the responsibility of your assignee as soon as you or your assignee takes delivery of the goods at the Kaap Agri premises where said goods were purchased.

Warranty of Quality and exclusion of liability

In terms of the Consumer Protection Act, 68 of 2008 ("the CPA") we are obliged to distinguish between purchasers who are consumers entitled to rely on the provisions of the CPA and those who are not. If you are an individual, or a legal entity with an annual turnover or asset value of less than R2 million, you are considered a consumer.

If you are a consumer you are entitled to receive products which are of a good quality, are usable and durable for a reasonable period of time, and are fit for the purpose for which those products are normally intended, and are safe and free of any defects. If you feel that you have not received products which conform to this standard, you should contact us.

This warranty is in addition to any other express warranty which you might be given in respect of a particular product.

Unfortunately Kaap Agri cannot accept any liability for claims which fall outside of the CPA or any express warranty.

Consumers entitled to rely on the CPA should note that all new parts installed during repair work, and the labour required to install it, are warranted for a period of three months after installation except for ordinary wear and tear or for damages caused by the misuse of the repaired product.

Hazardous Goods

Some goods sold by Kaap Agri could be dangerous and hazardous by their very nature and manner of use. You must take care to use and store the product according to the manufacturer's specifications and instructions for use.

You should obtain expert advice if you do not understand the manufacturer's specifications or instructions for use or if you intend to use the product for a purpose for which it is not ordinarily used.

Kaap Agri will not be held liable for any damage or loss which you may suffer as a result of the improper use of any product.

Returns Policy

Purchasers will not be entitled to return any goods purchased from Kaap Agri for any reason whatsoever except to the extent allowed in the Kaap Agri Returns Policy. A copy of this policy is available at all Kaap Agri branches.