

CONDITIONS OF SALE AND DELIVERY

The offers, deliveries and services of Raw Juice (Pty) LTD t/a The Fresh Press (herein after referred to as The Fresh Press), are effected exclusively on the basis of the conditions specified hereafter. Any deviations from these conditions must be expressly confirmed by us in writing in order to be valid. By the time of either accepting a quotation or receiving our goods our Conditions of Sale and Delivery are deemed to be expressly accepted. The client consents to the jurisdiction of the Magistrates court irrespective of the amount involved.

QUOTED PRICES AND OWNERSHIP

- i. All prices quoted exclude VAT.
- ii. Quotation valid for 14 days from date of quotation unless otherwise specified.
- iii. Goods supplied remain the property of The Fresh Press until paid for in full.

PAYMENT

1. All payments must be made exclusively to The Fresh Press, as provided by the agreed terms of payment. If no terms of payment have been agreed, the purchase price and other receivables of The Fresh Press are due for payment immediately after invoicing.

2. The buyer is not entitled to retain payments because of warranty claims or other counterclaims not accepted by the seller.

3. If the buyer is in default with respect to the agreed payments, The Fresh Press may:

- I. Defer the performance of his own contractual obligations,
- II. Claim an extension of the term of delivery,
- III. Uplift the delivered/installed goods (any collection costs have to be borne by the buyer),
- IV. Charge default payment amounting to 6% exceeding the applicable bank rate, or resign from the contract after granting a reasonable period of grace of at least two weeks.

DELIVERY

- I. The Fresh Press is not responsible for losses or damages incurred by 3rd parties i.e. transport companies, railways and post office, even should they act as agent on behalf of The Fresh Press.
- II. The lead time will be subject to confirmation at time of placement of order and will commence from date of written confirmation having been received by The Fresh Press.
- III. Delivery will be made to the ground floor of the building unless otherwise stipulated. In instances where specific site dimensions are required before manufacture can commence, delivery dates will be subject to timeous availability of such dimensions from client or as arranged otherwise.
- IV. Equipment delivered to site must be signed for by client or by his appointed representative in order for us to provide proof of delivery to our insurers in the event of damage and/ or theft on site.
- V. Penalties for late deliveries outside The Fresh Press' direct control will not be accepted.

RESPONSIBILITY FOR ANY HARM OR DAMAGE

The Fresh Press and its agents take no responsibility for any harm or damaged caused as a result of the improper use of any of the products sold by The Fresh Press. The Fresh Press and its agents further take no responsibility for any harm or damage resulting from the failure to maintain the equipment in the standard as described in the user manual or as could be reasonably be expected.

EXCLUSIONS

The Fresh Press and its agents take no responsibility for any of the following items unless specifically agreed in writing with the buyer.

- I. Any plumbing work including the connecting up of water services to equipment, supply of stop-cocks, waste fittings and water taps where applicable.
- II. Floor drains for equipment where applicable.
- III. Final electrical connections to equipment including cabling and ancillary fittings.
- IV. Local electrical isolators and main electrical distribution boards.

WARRANTY

The warranty for equipment is for the period of 1 (one) year from the date of sale by The Fresh Press unless otherwise specified in the relevant invoice. All failures or faults of the equipment are covered by the warranty except those expressly excluded in appendix 1.

A warranty shall be deemed invalid, without limiting the generality thereof, if the fault or failure is as a result of the following:

- i. The improper use of the product.
- ii. The use of incorrect voltages or faults in building wiring.
- iii. The use of incorrect water supply and/or drainage, if applicable.
- iv. Failure to use the appliance in accordance with the operating instructions.
- v. Should any person other than a The Fresh Press technician or accredited repair agent effect any installation, set-up or repairs what so ever upon the product.

The decision as to whether the fault or failure is as a result of the above shall be at The Fresh Press' sole discretion.

WARRANTY REPAIRS

In the event of a failure The Fresh Press will send a technician or accredited repair agent to the customer's premises to carry out the repair.

Although The Fresh Press will take the greatest care to ensure all repairs are completed within 48 hours of approval, The Fresh Press cannot be held responsible for delays due to factors including but not limited to availability of parts, availability of technicians or other factors lying outside The Fresh Press' control. Further, The Fresh Press cannot be held liable for any loss of income or other harm suffered as a result of delay in repairing equipment.

FORCE MAJEURE

The Fresh Press shall not be held liable to perform to the extent and for so long as its performance is prevented, hindered or delayed because of circumstances outside its direct control. The Fresh Press shall give written notice within seven days of the commencement of the force majeure and shall do everything reasonable to remedy the cause quickly.

AFTER SALES SERVICE – REPAIRS AND SPARE PARTS

A quotation for spare parts and/or repairs is valid for a period of 7 working days. Should this Quotation not be accepted within 7 working days the item will be returned unrepared. A delivery & handling fee will be charged.

APPENDIX 1

1. PC boards, Motors, Elements, Contactors etc. The warranty for the parts as mentioned above can ONLY be honored if the fault is due to normal parts failure.
2. The warranty does not extend to wearing parts such as blades, belts, bushes, etc.
3. Globes, fluorescent tubes, cutting units, clutches, fuses are not covered under warranty.