

# **SPACE MABATI AND STEEL LIMITED**

## **STANDARD TERMS & CONDITIONS OF SALE**

*(Applicable to All Sales of Pre-Painted Steel Coils & Profiled Iron Sheets)*

### **1. Definitions**

“**Company**” means SPACE MABATI AND STEEL LIMITED, its successors and assigns.

“**Customer**” means any person, firm, or entity purchasing goods from the Company.

“**Goods**” means pre-painted steel coils, profiled iron sheets, accessories, and related products supplied by the Company.

“**Order**” means any written, verbal, or electronic request for Goods.

“**Contract**” means any agreement for the sale of Goods governed by these Terms and Conditions.

### **2. Application of Terms**

All sales are governed exclusively by these Terms & Conditions. Any conflicting customer terms shall not apply unless agreed in writing by the Company.

### **3. Quotations & Pricing**

Quotations are valid for 7–14 days unless stated otherwise. Prices on the price list are based on the rates at the prevailing date of quotation and the company reserves the right to increase due to exchange rate fluctuations, import duties, freight, clearing charges, or raw material costs. Prices are exclusive of VAT unless stated. VAT charged as per Kenyan law.

### **4. Orders**

Orders are binding only upon written confirmation. Customer is responsible for accuracy of specifications including gauge, color, dimensions, and profiling details. Customized or profiled goods cannot be cancelled once production has commenced.

### **5. Payment Terms**

SPACE MABATI AND STEEL LIMITED payment terms are cash on order.

Payment is strictly as agreed (either full payment before delivery or deposit with balance before dispatch). Credit facilities must be in writing and may be withdrawn at any time.

Late payments attract interest at [2 %] per month. Customer shall bear all recovery and legal costs.

### **6. Delivery & Risk**

Delivery timelines are estimates only. The Company is not liable for delays caused by port congestion, customs clearance, transport disruptions, force majeure, or government actions. Risk passes upon collection or delivery. Goods must be inspected at delivery.

Claims must be made within 48 hours.

**7. Ownership**

Ownership remains with the Company until full payment is received. The Company reserves the right to repossess unpaid goods without notice.

**8. Quality & Tolerances**

Goods are supplied per manufacturer specifications. Minor variations in shade, thickness, length (within industry tolerance) shall not constitute defects. Once cut, profiled, or customized, goods are not returnable unless proven defective.

**9. Returns & Claims**

Returns require prior written approval. No returns for customized or profiled goods. Claims must include invoice reference, delivery note, and photographic evidence.

**10. Warranties**

Manufacturer warranties apply where available. Warranty excludes improper installation, corrosive environments, physical damage, structural/load miscalculations, UV fading, misuse, or unauthorized modification.

**11. Limitation of Liability**

Liability is limited to the invoice value of the goods supplied. The Company is not liable for indirect, consequential losses, loss of profits, or third-party installation errors.

**12. Force Majeure**

The Company shall not be liable for delays or failure due to events beyond its control including Acts of God, strikes, war, import restrictions, government regulations, civil unrest, or supply chain disruptions.

**13. Storage Charges**

Storage fees may apply to goods not collected within the agreed timeline.

**14. Termination**

The Company may suspend or cancel supply if the Customer fails to pay, becomes insolvent, or breaches these Terms.

**15. Governing Law & Dispute Resolution**

Governed by the Laws of Kenya. Disputes shall first be resolved amicably; failing which, they shall be subject to mediation and then to the jurisdiction of Kenyan courts as per the agreement.

**16. Entire Agreement & Severability**

Failure to enforce any provision does not waive rights. If any clause is invalid, remaining provisions remain enforceable. These Terms constitute the entire agreement.