

General Terms and Conditions of Sale

1. Purchase Orders

1.1. Purchase orders can be accepted for delivery within Kenya or for international orders.

1.2. Each purchase from GIT East Africa Ltd and from any of its branches shall be deemed to incorporate these Terms and Conditions. These Terms & Conditions of Sale may change from time to time at the sole discretion of GIT East Africa Ltd.

1.3. The display of products in our brochures and on our website www.gitmea.com constitutes solely an invitation to trade and does not constitute a formal offer. Goods are sold subject to availability. An offer to buy will be only made by the customer when despatching a purchase order to GIT East Africa Ltd. An offer is only accepted by GIT East Africa Ltd subject to the availability of stock and GIT East Africa Ltd is contractually only bound when it despatches a confirmation of order to the customer.

1.4. GIT East Africa Ltd reserves the right to alter the specification of the goods insofar as the performance of such goods is not materially altered.

2. Prices and Payment

2.1. All prices are in Kenyan Shilling only unless specified differently. All prices are subject to change without notice. Payments must be made in KES unless agreed upon differently in writing.

2.2. Goods are delivered free of charge within the territory of Kenya only. In order to qualify for free delivery within Kenya a minimum shipment value may be defined by the company from time to time as it may deem fit. Shipments to other countries are ex-works Nairobi. GIT bears no responsibility or liability for loss, damage, or delay, after handing over goods to a designated shipper, whether commissioned by the customer or by GIT on behalf of the customer.

2.3. Goods are sold on a cash basis only, unless credit has been approved beforehand by GIT. The approved credit period will be specified on the individual invoice. GIT is entitled to charge 1.50% interest per month on the gross invoice value for delayed payments beyond the date of maturity of the individual invoice.

2.4. Goods once sold will not be taken back or exchanged. The company may offer at its discretion restocking options free of charge or against fees. Such policies must have been agreed upon in writing or announced publicly on the company's website or other published media. The company reserves the right to change its policies from time to time as it deems fit.

2.5. Ownership of any goods shall not pass to the customer until GIT East Africa Ltd has received cash or cleared funds for the full price. Until the property in the goods has passed to the customer, the customer shall act as bailee of the goods for GIT East Africa Ltd and, so far as reasonably practicable, shall store the goods so that they are readily identifiable as the property of GIT East Africa Ltd. The risk of goods passes to customer. Goods shall be handled carefully under observance of the instructions on the packaging. Goods shall particularly not be exposed to heat, direct sunshine, or humidity, and shall be stored in the position indicated on the packaging.

2.6. GIT East Africa Ltd reserves the right to refuse or to cancel an account and/or delivery at any time. In such circumstances, if the customer has paid for relevant goods, a refund or credit note shall be issued.

3. Delivery

3.1. GIT East Africa Ltd undertakes all efforts to deliver goods within Nairobi for all orders received during working hours on the next working day and for the rest of Kenya within 48 hours from the date and time of confirmation, or the delivery time mentioned in the order confirmation as per section 1.3. above. All invoices and delivery notes must be signed by an adult over the age of 18 on delivery; if no one is at the address when the delivery is attempted, the goods may be retained by the driver or shipping agent. GIT will not be responsible for any consequent delay.

3.2. Orders are received and deliveries are dispatched only during working days. GIT's operating days are Monday to Friday (08:00 – 17:00 Hours), excluding weekends and any public holidays.

3.3. Each order or instalment of an order shall constitute a separate contract.

4. Warranties and Liabilities

4.1. GIT East Africa Ltd's 'GT' branded cartridges have been manufactured under stringent quality control

standards, assuring performance that closely equals that of the original equipment manufacturer.

4.2. 'GT' and 'Lion' branded products are sold with the warranty that they will be free of defects in material and/or workmanship at delivery, provided they are stored and used in the proper manner (As outlined above in 2.5).

4.2.1. 'GT Premium' and 'Lion' branded products are warranted hereunder for a period of 24 months (see date of expiration on product packaging) or depletion of the page yield at 5% coverage specified for each and every product, whichever comes first.

4.2.2. 'GT Budget' branded products are warranted hereunder for a period of 6 months (see date of expiration on product packaging) or depletion of the page yield at 5% coverage specified for each and every product, whichever comes first.

4.2.3. 'FitPrint' branded products are not manufactured by GIT and are subject to a limited "fit for printing" warranty. The warranty extends to a maximum of the first 50 pages printed and cover only that the product is working at point of insertion into a print device and excludes expressis verbis any cover for quality of print out. Clauses 4.6 and 4.7 do not apply to 'Fit Print' branded products.

4.2.4. GIT does not warrant any third party products sold by GIT. Third party products are any products that bear the brand of a third party (not a product manufactured by GIT). The customer is limited to the warranty of the manufacturer of the third party product.

4.3. GIT East Africa Ltd accepts no liability for defects in goods resulting from customer designs or requirements, wrong storage, wrong handling or arising from wear and tear, wilful damage, negligence or misuse.

4.4. Although we strive to update and correct our website, brochures and other sources of company information, they may contain inaccuracies or typographical errors. Additionally, information and product specifications--including information relating to price and availability--may be changed or updated without notice. No guarantee is given that the information accessible via www.gitmea.com or any other website operated by GIT or displayed in our information sources is accurate, complete or current. Nothing on www.gitmea.com or in our other information sources shall be construed as a condition, warranty or representation.

4.5. Except as otherwise stated in these terms, GIT East Africa Ltd's entire liability in respect of a particular good that has passed into the ownership of a customer and the customer's remedies, shall be limited to, at GIT East Africa Ltd's option, and in accordance with its returns policy from time-to-time, a credit note against future purchase (store credit) in respect of the amount paid by the customer to GIT East Africa Ltd for such a good; or the replacement or repair of the good by GIT East Africa Ltd.

4.6. GIT East Africa Ltd also warrants its domestic customers in the Kenya that, subject to the conditions stated below and under normal use (including operation of printer/copier /fax machine equipment within specifications) our 'GT' branded electronic printer/copier/fax cartridges will not cause damage, abnormal wear, or deterioration to any compatible printer/copier/fax machine.

If a defect in a 'GT' branded cartridge causes a printer/copier/fax machine to fail, GIT East Africa Ltd will, at its option, fix or replace the printer/copier/fax machine, or reimburse our customer for the full amount of all service and repair of the printer/copier/ fax machine. This warranty is dependent upon the customer providing GIT East Africa Ltd with satisfactory evidence (printer and printer cartridge) that the printer/copier/fax machine failure was due to a defect in a 'GT' branded cartridge.

In case GIT East Africa Ltd opts and approves in writing to reimburse instead of fixing or replacing the printer/copier/fax machine itself, the customer shall provide additionally, a written statement on the service company's letterhead, dated and signed by the company's field sales or service representative that the printer/copier/ fax machine failure was due to a defect in a 'GT' branded cartridge.

This warranty is limited to GT branded products and does not extend to any other product or brand sold by GIT East Africa Ltd.

4.7. In case of any defects or damages the customer shall at their earliest convenience, however not later than fourteen (14) days after the defect or damage was incurred, inform GIT. GIT East Africa Ltd accepts no liability and/or responsibility of any kind for any kind of defect in goods sold or in printers/copiers/fax machines of the customer if (a) GIT has not been informed accordingly within 14 days of the event, and/or (b) the defective goods (the cartridge) and/or the printer/ copier/fax machine are not kept isolated and handed to GIT for inspection.

4.8. International warranty: Limitations apply to our international warranty for any GT and Lion branded

products sold and or present outside Kenya and or for which warranty is claimed outside the territory of Kenya. Our international warranty excludes clauses 4.6. and 4.7. and is limited to the replacement of the product in accordance with the following procedures:

4.8.1. For any and all claims, as long as the quantity does not exceed 2% of the rolling previous 3 months cumulative purchases, a product claimed defective will be replaced along with the next order. The client must provide a picture of the serial barcode on the product to claim replacement. The customer is required to store all identified products claimed defective in appropriate temperature controlled indoor environment (not above 30 Celsius) for retrieval or inspection by GIT for a period of 6 months from the time the defect is claimed. If products are found not to be defective, are missing or found to be tampered with during physical inspection, the replacement will be debited to the customer's account.

4.8.2. Any and all claims exceeding in quantity 2% of the rolling previous 3 months cumulative purchases, considered as highly abnormal. In any such event the customer is required to ship products on his cost to Dubai for inspection. In case products are found defective, the number of defective products will be replaced along with the next order. In addition GIT will issue a credit note covering the shipping cost against submission of sufficient documentation, pro rata of the number of products found defective.

4.9. GIT East Africa Ltd shall have no liability to the customer for indirect or consequential loss. GIT's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Equipment or Consumables and save as provided in this clause GIT shall not be under any liability whether in contract tort or otherwise in respect of defects in Equipment and Consumables delivered or for any injury damage or loss resulting from such defects or from any work done in connection therewith. Under no circumstance can any party claim an amount higher than the value of the products purchased from GIT that constitute the basis for the claim. The value of the products purchased is determined by the gross value shown on the invoice for the products that constitute the basis for the claim.

4.10. This warranty is exclusive, and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.

5. Governing Law and Jurisdiction

5.1. All sales and purchases from GIT East Africa Ltd and the terms and provisions of any contract or arrangement in relation to such sales shall be governed by, and shall be construed in accordance with, the laws of Kenya.

5.2. Any dispute, controversy or claim arising out of or relating to the envisaged sale shall be resolved by way of consultation held in good faith between the Parties. Such consultation shall begin immediately after one Party has delivered to the other written request for such consultation. If within Fourteen (14) days following the date on which such notice is given the dispute cannot be resolved, the dispute, controversy or claim shall be submitted to arbitration upon request of any Party by written notice to the other Party.

5.3. The arbitration shall be conducted by a single arbitrator to be appointed by the Parties jointly and failing agreement within Fourteen (14) days to be appointed at the request of any Party by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch.

5.4. The place of arbitration shall be Nairobi, Kenya and the language of arbitration shall be English.

5.5. The arbitration shall be conducted in accordance with the Arbitration Act, 1995, as amended from time to time.

5.6. The award of the arbitrator shall be final and binding upon the Parties to the greatest extent permitted by law and the Parties and the arbitrator shall use their best endeavours to ensure that the arbitration is completed within two (2) months of submission pursuant to Clause 1.2 above.

6. Bank Account Details

Name: German Imaging Technologies (GIT)
East Africa Ltd
Bank name: Barclays Bank of Kenya Limited
Account no: 2035795912
SWIFT: BARCKENX
Address: Nairobi, Kenya