

## Terms and Conditions of Sale

**Munaaz Catering Equipment (Pty) Ltd, herein referred to as “Munaaz”**

All sales are subject the following terms and conditions:

1. All prices quoted exclude VAT.
2. Goods supplied remain the property of Munaaz until paid for in full.
3. Payment Terms 50% Deposit on order. Balance prior to delivery.
4. Munaaz is not responsible for losses or damages incurred by 3rd parties i.e. transport companies, railways and post office, even should they act as agents on behalf of Munaaz.
5. Any item handed in for repair may be sold by Munaaz to defray the costs of such repairs and storage if the item remains uncollected within 30 days of such repairs being completed.

### **DISCLAIMER**

*Munaaz takes no responsibility for any harm or damage caused as a result of the improper use of any of the products, and further takes 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 reasonably be expected.*

## **THE MUNAAZ WARRANTY**

*What products are covered by the Munaaz Warranty?*

Munaaz Products are divided into 3 categories namely Smalls, Electrical Appliances and Pre-Owned Items. Each category has different warranty terms.

### **SMALLS**

*What warranty is offered on smalls (Cutlery and Crockery etc...)?*

There is no warranty or guarantee on small wares, unless the product is faulty on delivery or of inferior production quality. In these circumstances, and at the sole discretion of Munaaz, the customer shall be entitled to a replacement product or alternatively should no such replacement exist, a full credit.

### **ELECTRICAL APPLIANCES**

*What is the period of the warranty for electrical appliances?*

The warranty for electrical appliances is for the period of 1 (one) year from the date of delivery.

*What is covered by the warranty?*

All failures or faults of the equipment are covered by the warranty except those expressly excluded in appendix 1.

## **PRE-OWNED ITEMS**

Preowned items purchased may not be returned for credit or exchanged due to the nature of the items. It is the client's sole responsibility to ensure the correctness of any items purchased. All preowned items are sold with a 3-month warranty, subject to the warranty provisions hereunder.

### ***When will a warranty be invalid?***

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

1. The improper use of the product
2. The use of incorrect voltages or faults in building wiring
3. Failure to use the appliance in accordance with the operating instructions
4. Munaaz Catering Equipment cannot be held liable for the warrantee in the case where the equipment was not installed by a Qualified Munaaz Catering Equipment Technician.
5. All equipment not collected within 30 days after completion of the repairs in will be sold to defray costs.
6. Due to the nature of repairs, quotes are not fixed and additional parts will be charged for that has been omitted from the quote within reasonable limits.
7. There is a three month warrantee on the replaced parts, should any other parts fail during the warrantee period, repairs will be charged at normal service charges
8. Equipment will only be released from the workshop once the payment has reflected in our account
9. Or, as a result of any other cause whatsoever.

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

### ***How do I arrange for a repair of a machine under warranty?***

Goods that require repair are divided into 2 categories:

## **CARRY IN ITEMS**

These are counter top items that do not require professional installation that can be moved relatively easily. These items will be required to be brought into the Munaaz service centre. Equipment due for repairs may be collected from client on delivery of new orders.

The item shall be accompanied by a copy of the invoice on which the item was sold by Munaaz to the client. The invoice shall reflect the item.

## **LARGE APPLIANCES**

Large Appliances items require professional installation and removal. In the event of a failure Munaaz will send a technician to the customer's premises to carry out the repair. The cost of travel to and from the customer's premises is not included in the warranty and will be quoted separately.

The client shall contact the Munaaz service centre in order to arrange for a technician to be sent. The client shall, prior to a technician being dispatched, fax or email, to Munaaz a copy of the invoice on which the item shall be reflected.

Although Munaaz will take the greatest care to ensure all repairs are completed within 48 hours of approval, Munaaz 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 of Munaaz's control. Furthermore, Munaaz cannot be held liable for any loss of income or other harm suffered as a result of delay in repairing equipment.

## **RETURNS POLICY**

### *Why does Munaaz have a returns policy?*

Whilst Munaaz will continually strive to improve our service levels, the credit and exchange policy needs to be adhered to in order to minimize the negative impact that credit and returns may have on our stock replenishment and ordering systems.

### *Under what circumstances may I return goods to Munaaz?*

Goods may be returned to Munaaz if they are faulty on arrival or if the following conditions are met:

- Items may not be returned more than 7 days after their original delivery by Munaaz.
- Items must be unused.
- Items must be complete and packed in their original packaging,
- Items must be accompanied by a copy of the invoice upon which Munaaz supplied the goods.
- The original packaging must as far as possible, be damage free,
- All original packing materials, manuals, blank warranty cards and other accessories and documentation must be included in the original packaging,
- All costs associated with the transport of stock back to Munaaz are for the customer's account.
- Munaaz reserves the right to impose a handling fee or refuse to give a credit on cancellations of orders and goods returned that do not comply with this policy.

It is important to note that buyouts, personalised or other customised items may not be returned for a refund unless considered faulty at time of delivery. Munaaz shall at its sole discretion make judgement upon whether the item was faulty or of inferior quality.

***What does our credit and returns policy cover?***

Goods purchased from Munaaz may under certain circumstances, be returned and credited against the customer's account.

These circumstances include:

1. Goods and equipment which are clearly damaged or defective or fails to work immediately after delivery or within a period of 7 days of delivery
2. Munaaz will exchange a damaged item provided the damage is reported in writing within 24 hours of delivery
3. All damaged items must be returned to the Munaaz showroom immediately.
4. Munaaz will exchange a defective item or alternatively credit your payment of the item provided it is returned with all of its original packaging and contents.
5. Munaaz will exchange a damaged item provided that the item was not damaged by a third party courier.
6. Munaaz will exchange or credit an item that was erroneously delivered to you with the correct item or will credit your payment provided the conditions contained in point above are met.

## **APPENDIX 1**

### **Electrical Equipment**

1. PC boards, Motors, Elements, Contactors etc. The warranty for the parts as mentioned above can ONLY be honoured 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, and fuses are not covered under warranty.
4. Warranty for any parts as above can NOT be honoured if the failure is due to damage, abuse, incorrect application or installation, i.e. power supply, water supply, drainage, gas supply, ventilation, inconsistent power supply, wrong set up of equipment etc.
5. Any work done by a 3rd party or non-authorized repair agent on equipment which is still in the warranty period will void any warranty claims. Under no circumstances should any power supply cable that is fitted to equipment be cut and joined with another cable to lengthen or repair it.
6. Tax Invoices, which must reflect the model number of the equipment, will be repaired under warranty at no charge.
7. Replacement of parts and repairs done will carry a 3 months warranty.
8. Electrical & electronic parts and components purchased by a 3rd party are non-returnable