Conditions of Sale

Proxi NVE Ltd · Version 2026

These Conditions apply to quotations, order confirmations and invoices issued by Proxi NVE Ltd that refer to them. The version named on the quotation applies to that order.

Seller: Proxi NVE Ltd, a company registered in Kenya, number PVT-BEUE6PXK. Registered office: Ushuru Sacco Centre, Wood Avenue, Kilimani, Nairobi. Postal address: P.O. Box 72380-00200, City Square, Nairobi · office@proxico.eu

At a glance

This summary is for convenience. If it differs from the numbered Conditions, the numbered Conditions apply.

- Proxi NVE supplies equipment made by other manufacturers. The manufacturer's warranty is passed on to you, and Proxi NVE handles warranty claims with the manufacturer for you.
- The quotation and order confirmation set out the equipment, the price, the payment terms, the delivery arrangement and the estimated lead time.
- If Proxi NVE selects the equipment, it does so from the duty data you give. Please check that data on the quotation. If you specify the equipment, Proxi NVE supplies what you specified.
- Installation, commissioning and operation are your responsibility unless the quotation includes them.
- Check the equipment when you receive it. If you think something is defective, tell Proxi NVE promptly in writing, and please do not dismantle it before next steps are agreed.
- Payment is due as the quotation and order confirmation state. Overdue amounts may hold further deliveries.
- Proxi NVE's responsibilities and limitations are set out in section 10.
- Terms in your purchase order apply only if Proxi NVE agrees them in writing.

1. Application

1.1 These Conditions apply to every sale of equipment, spare parts and services by Proxi NVE Ltd ("Proxi NVE") where the quotation or order confirmation refers to them. In these Conditions, "equipment" includes spare parts. Each order is a separate contract.

1.2 The contract for an order consists of the order confirmation, the quotation and these Conditions. If they differ, the order confirmation applies first, then the quotation, then these Conditions.

1.3 Proxi NVE accepts orders subject to these Conditions. Terms in a customer's purchase order or other documents that differ from or add to these Conditions do not apply unless Proxi NVE agrees them in writing.

1.4 A change to an order, to these Conditions or to a warranty binds Proxi NVE only if it is set out in a quotation or order confirmation issued by Proxi NVE, or confirmed in writing by a director of Proxi NVE.

1.5 If the customer is a consumer under the Consumer Protection Act, 2012, nothing in these Conditions reduces the rights that Act gives.

2. Quotations and orders

2.1 A quotation is valid for 30 days unless it states otherwise.

2.2 An order becomes binding when Proxi NVE issues its order confirmation. Items quoted from stock are subject to availability at that time.

2.3 The customer should check the order confirmation and tell Proxi NVE straight away if anything is not as required. Changes made after Proxi NVE has ordered from the manufacturer may affect the price and the lead time.

2.4 Proxi NVE may correct obvious errors in a quotation before the order is confirmed.

3. The equipment, its selection and the duty data

3.1 Proxi NVE supplies the equipment described in the order confirmation. Catalogues, brochures, website content, online calculators and general advice are for information only, unless the quotation includes them.

3.2 Equipment specified by the customer. Where the customer specifies the make, model or specification, including a like-for-like replacement or a specification from the customer's consultant, Proxi NVE supplies what was specified. The customer is responsible for that choice suiting its application.

3.3 Equipment advised by Proxi NVE. Where Proxi NVE advises on or recommends equipment, it does so based on the application and duty data the customer provides, for example the medium, solids content, flow, head or pressure, temperature, suction conditions, operating pattern and power supply. The quotation records the data used. The customer is responsible for that data being complete and accurate, and should check it on the quotation.

3.4 If the actual duty or operating conditions differ from the data provided, Proxi NVE is not responsible for failure or poor performance caused by the difference. Any advice or recommendation by Proxi NVE is based on the information provided by the customer and does not transfer responsibility for the final equipment selection, application or operating conditions to Proxi NVE. Proxi NVE will help review the selection, and any change is quoted separately.

3.5 Proxi NVE checks site conditions or determines the duty itself only where the quotation says so, and then only to the extent the quotation states.

3.6 Performance data, such as pump curves and efficiencies, are the manufacturer's data and are subject to the manufacturer's standard test tolerances. Figures given as estimates, such as the expected life of wear parts, are estimates, not guarantees.

3.7 Manufacturers may make design changes that do not affect fit, function or performance. If a model is discontinued before delivery, Proxi NVE will offer the nearest equivalent. The customer may accept it, or cancel that item and have any payment for it refunded.

4. Prices and payment

4.1 Prices are in the currency stated on the quotation and exclude VAT unless the quotation says otherwise. VAT is added at the applicable rate.

4.2 The quotation states what the price includes, for example delivery, import duties, testing, documentation, installation or commissioning. Anything not stated is not included.

4.3 Prices are fixed once the order is confirmed, except that:

- if a tax, duty or levy on the equipment is introduced or changed by law after the order confirmation and before delivery, the price changes by the same amount; and
- any exchange-rate adjustment expressly set out in the quotation applies.

4.4 Payment is due as stated on the quotation and the order confirmation, and invoices follow those terms. If no payment terms are stated, payment in full is due before the equipment is released for delivery or collection.

4.5 Where the law requires the customer to withhold tax or VAT from a payment, the customer pays the balance and sends Proxi NVE the withholding certificate promptly. The withheld amount counts as paid when Proxi NVE receives the certificate.

5. Delivery and collection

5.1 The quotation states the delivery arrangement, for example:

- collection at Proxi NVE's Nairobi warehouse;
- delivery to a named site; or
- an Incoterm with a named place, such as FCA, DAP or DDP, where transport, export or import responsibilities need to be set out. Incoterms are read under Incoterms® 2020.

5.2 If the quotation states no delivery arrangement, the equipment is for collection at Proxi NVE's Nairobi warehouse.

5.3 Delivery takes place:

- for collection: when the equipment has been loaded onto the vehicle of the customer or its carrier at Proxi NVE's warehouse. The customer or its carrier is responsible for securing the load;
- for delivery to site: when the vehicle arrives at the site. Unless the quotation says otherwise, the customer provides safe access and unloads the equipment;
- under an Incoterm: as that Incoterm states.

5.4 Risk in the equipment passes to the customer on delivery. Ownership passes under section 6.

5.5 Lead times are estimates. They run from the latest of the order confirmation, receipt of any advance payment, and receipt of any technical information or approvals the quotation requires. A delivery date is fixed only if the quotation says it is fixed. Proxi NVE will tell the customer promptly about any change. Partial deliveries are allowed where reasonable.

5.6 Proxi NVE will tell the customer in writing when the equipment is ready for collection or dispatch. If the customer does not collect it, or cannot take delivery, within 14 days after that notice:

- payment falls due as if the equipment had been delivered;
- risk passes to the customer; and
- Proxi NVE may charge reasonable storage costs.

6. Ownership

6.1 Ownership of the equipment passes to the customer when Proxi NVE has received payment in full for it.

7. Checking the equipment

7.1 The customer is responsible for checking the equipment on delivery or collection, including that it matches the order confirmation: make, model, size, materials, connections, voltage and frequency. Visible damage, shortages or equipment that does not match the order confirmation should be reported promptly in writing, with photographs, and noted on the delivery note.

7.2 Proxi NVE will put right any shortage, any transport damage that occurred while Proxi NVE carried the risk, and any equipment that does not match the order confirmation.

7.3 Defects discovered after delivery are dealt with under the warranty and liability provisions of these Conditions (sections 9 and 10).

8. Installation, commissioning and services

8.1 Installation, commissioning, start-up, operation and maintenance are the customer's responsibility unless the quotation includes them as a service.

8.2 The customer stores, installs, operates and maintains the equipment in line with the manufacturer's instructions, and within the duty and operating conditions stated on the quotation or in the manufacturer's documentation. Proxi NVE supplies the manufacturer's instructions in English with the equipment, or on request.

8.3 Some manufacturers make their warranty depend on commissioning by an authorised engineer, on registration of the equipment, or on particular storage conditions. Where Proxi NVE knows of such a requirement, it will state it on the quotation or the order confirmation.

8.4 Any service Proxi NVE provides, such as installation, supervision, commissioning, inspection, repair, engineering or training, is limited to the scope stated on the quotation. Proxi NVE performs its services with reasonable care and skill. A service does not make Proxi NVE responsible for the rest of the installation or the plant.

8.5 For work on site, the customer provides safe access, a site ready for the work, isolation of equipment and power, lifting equipment and any site permits, and tells Proxi NVE about its site rules. Waiting time or extra visits caused by the site not being ready are charged at the rates stated on the quotation or, if none are stated, at Proxi NVE's standard rates.

9. Warranty

9.1 Proxi NVE supplies equipment made by other manufacturers. Unless the quotation expressly gives a Proxi NVE warranty, Proxi NVE does not give its own warranty on that equipment. Proxi NVE passes on the manufacturer's warranty to the customer and handles warranty claims with the manufacturer on the customer's behalf.

9.2 The quotation states the manufacturer, the warranty period and when it starts, or states that no manufacturer's warranty is available.

9.3 The manufacturer's warranty applies in accordance with the manufacturer's applicable warranty terms, including its warranty period, conditions and exclusions. Transport, import duties and taxes on parts and equipment sent for or returned from a warranty claim, removal and reinstallation, lifting and other site work are for the customer's account, unless the manufacturer's warranty or the quotation says otherwise. Proxi NVE will tell the customer beforehand what such costs are expected to be, and will quote for site work on request.

9.4 The warranty does not cover failure or damage caused by:

- operation outside the duty and operating conditions stated on the quotation or in the manufacturer's documentation, including dry running, cavitation, a different medium, a higher temperature, or more solids or sand than stated;
- storage, installation, operation or maintenance not in line with the manufacturer's instructions;
- faulty installation or commissioning by others, where Proxi NVE did not contract to do that work;
- the electrical supply, such as voltage variation, phase loss, surges or lightning, or missing or unsuitable motor protection;
- modification, repair by others without Proxi NVE's agreement, or the use of non-original parts;
- accident, misuse, fire, flood or other external causes; or
- normal wear and tear, including wear of seals, packing, gaskets, bearings, liners, impellers, soft seats and diaphragms in normal use.

9.5 To make a claim:

- Tell Proxi NVE promptly in writing after discovering a suspected defect, and within the warranty period, using the contact on the quotation or office@proxico.eu. Please include the order or invoice number, the serial number, photographs, a description of the fault and the operating conditions at the time.
- Please do not dismantle, repair or modify the equipment before next steps have been agreed, because the manufacturer may refuse a claim on equipment that has been opened. If urgent action is needed to keep the plant safe or running, tell Proxi NVE as soon as possible and keep any removed parts.
- Proxi NVE may inspect the equipment, or ask the manufacturer to inspect it, before the warranty remedy is decided. Equipment is sent back only when Proxi NVE has agreed the return.
- Proxi NVE submits the claim to the manufacturer, follows it up and keeps the customer informed in writing.

9.6 Before equipment is sent away for inspection, Proxi NVE will tell the customer the expected transport and inspection costs. If the claim is accepted, these costs are dealt with under 9.3. If it is not accepted and Proxi NVE is not responsible under section 10, the customer pays them.

9.7 If the manufacturer does not accept a claim, or cannot deal with it, Proxi NVE will give the customer the reasons in writing, with any inspection report, and can quote for a repair or replacement. The manufacturer's decision concerns its own warranty. It does not by itself decide whether Proxi NVE is responsible under section 10.

9.8 Where the quotation expressly gives a Proxi NVE warranty, the quotation states its period and what it covers, and sections 9.4 to 9.6 and section 10 apply to it.

9.9 Where Proxi NVE builds an assembly or package from components made by different manufacturers, for example a valve with an actuator or a pump set with an engine on a skid, each component carries its own manufacturer's warranty under this section. Unless the quotation says otherwise, Proxi NVE covers its own assembly work for 12 months from delivery. Where a component manufacturer handles its warranty through its own dealer in Kenya, such as an engine manufacturer, Proxi NVE will refer the claim to that dealer and support it.

10. Proxi NVE's responsibility and its limits

10.1 Where Proxi NVE is responsible, under these Conditions or the law, for defective equipment, for equipment that does not match the order confirmation, or for a service it performed, Proxi NVE will, after inspection, repair or replace the equipment or part, perform the service again, or refund the price paid for the affected item or service.

10.2 As far as the law allows, the remedies in 10.1 are the customer's only remedies for those matters.

10.3 Proxi NVE is not responsible for loss of production, loss of use, loss of profit or revenue, loss of contracts or business, or downtime costs, whether these losses are direct or indirect, or for any other indirect or consequential loss. This applies however the loss arises, including through negligence.

10.4 Proxi NVE's total responsibility in connection with an order, however it arises, is limited to the price of that order.

10.5 Nothing in these Conditions limits responsibility for death or personal injury caused by negligence, for fraud, or for anything else that the law does not allow to be limited.

11. Returns and cancellation

11.1 After the order confirmation, an order can be cancelled or changed only with Proxi NVE's written agreement.

11.2 Where Proxi NVE has ordered equipment from the manufacturer for the customer, or has built or configured it for the customer, the order cannot be cancelled and the equipment cannot be returned unless Proxi NVE agrees. If it agrees, the customer pays the costs Proxi NVE cannot recover, such as the manufacturer's cancellation charges, freight and duties already incurred, and work already done. Proxi NVE will show those costs.

11.3 Stock items may be returned only with Proxi NVE's prior written agreement. They must be unused, complete and in their original packaging, and the customer pays the return transport. Any handling charge is stated when the return is agreed.

11.4 This section does not apply to equipment that is defective or does not match the order confirmation. Those cases are dealt with under sections 7, 9 and 10.

12. Force majeure

12.1 Neither party is responsible for delay or failure to perform caused by circumstances beyond its reasonable control, such as delay or failure by a manufacturer or carrier, shipping, port or customs delays, export or import licences, government action, strikes, civil unrest, fire, flood or epidemic. This does not excuse payment of money that is due.

12.2 The affected party will tell the other promptly, and delivery times are extended by the length of the delay.

12.3 If such a delay lasts more than three months beyond the estimated delivery date, either party may cancel the affected part of the order by written notice. Proxi NVE then refunds any payment received for that part, and neither party owes the other anything further for it.

13. Suspension

13.1 If any amount owed to Proxi NVE is overdue, Proxi NVE may, after telling the customer in writing, hold deliveries, collections and services under any order until it is paid. Delivery times are extended accordingly. Proxi NVE may also ask for payment in advance before accepting further orders.

14. Disputes and general

14.1 Notices under these Conditions are given in writing to the contacts on the quotation or order confirmation. Notices to Proxi NVE may also be sent to office@proxico.eu. Email counts as writing.

14.2 These Conditions and each order are governed by the laws of Kenya.

14.3 If a disagreement arises, senior people from both sides will first try to settle it by discussion and may agree to use mediation. If that does not settle it, either party may refer it to the courts of Kenya.

14.4 If any part of these Conditions cannot be enforced, the rest still applies. If Proxi NVE does not enforce a right straight away, it does not give up that right.

14.5 Proxi NVE may update these Conditions for future orders. Earlier versions remain available on request.