



## GENERAL SALES TERMS

1. All prices are FCA - Nairobi Warehouse (Incoterms 2020).
2. Proxico, reserves the right to modify these prices without any previous notification.
3. Proxico shall only accept claims made strictly in the period of 15 days for road freight shipped goods and 45 days for sea freight shipped goods. Each time begins on the date that the goods are collected from Proxico warehouse.
4. Proxico, remains the owner of all goods shipped to the buyer until these goods have been paid in full.
5. No returns will be accepted if they don't have a return number clearly displayed on them. The return number must be obtained from Proxico sales department before any item is sent back:
  - a. The buyer shall prepay all transport charges of returned goods to our facilities.
  - b. No credit note will be issued for returned goods that have been in some way damaged.
  - c. For standard material returned in perfect sellable conditions 15% in restocking fees will be applied.
  - d. For standard material with any special assembly involved, such as automated valves, and returned in perfect selling conditions, the restocking fees applied will be 25%. Whether the material is returned in sellable conditions is to be judged only by Proxico.
  - e. All non-standard items and all items produced under specific customer request will not be accepted as returns.
- 6.a. Guarantee will only be applied for defective goods recognized by our Quality Control Department, and will be replaced or repaired in our factory, without any other kind or reimbursement.
- b. Proxico guarantees its products for a period of 12 months from start up or 24 months from date of delivery whichever expires first.
7. Proxico liability will be exclusively limited to the total value of products sold. Proxico shall not be responsible for any consequential damage arising from the use of the goods.
8. Only the commercial court of Nairobi is competent to settle any legal dispute.
9. These terms are automatically accepted in case of order.