

## 1. Detailed Description of Goods and/or Services:

Terra Industries (Pty) Ltd is a company that sells industrial and consumer products.

## 2. Customer Privacy Policy:

Terra Industries shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" is defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from [here](#). Kindly refer to our Privacy Policy for more information.

## 3. Pricing and Stock:

3.1 Pricing on the website includes VAT.

3.2 All prices are subject to change without any prior notification.

3.3 Prices published on the website are only valid for in-stock items.

3.4 In the event that a product may have sold out prior to it being updated on the website, a new quoted price may apply.

3.5 All prices are inclusive of delivery fees and charges.

## 4. Product and Warranty:

4.1 Products are covered by our standard warranties against any manufacturing defects, unless otherwise stated in the product specifications and/or in the terms and conditions of sale.

4.2 Warranties shall be valid only where the product was used and maintained properly. Fair wear and tear is not covered neither any misuse or abuse of the product, or where any modifications were done to the product.

4.3 Customers wishing to lodge a warranty claim must report such with Terra Industries. Proof of purchase should also be submitted. Customers will be required to return the defective product to Terra Industries' headquarters.

4.4 Items must be packaged adequately to avoid any damage. The cost of transport for goods to be received by Terra Industries will be borne by the customer.

4.4 Once received, Terra Industries will assess the warranty claim, and if determined to be a factory fault, the item will be repaired and/or replaced and returned to the customer free of charge.

4.5 Where the product cannot be replaced by an identical replacement, Terra Industries reserves the right to replace the item with a similar product of a similar value.

4.6 Any item replaced or repaired under warranty shall only be covered by the remainder of the original purchase warranty period.

## 5. Delivery Lead Times:

5.1 Unless otherwise agreed to by the Parties in writing, delivery of the goods to the Buyer will take place at Terra Industries' place of business by way of collection by the Buyer or its agent.

5.2 The Delivery or collection Date is subject to extension for any delay caused by strikes, lockouts, war, breakdowns, accidents, delays in transport, fire or any cause beyond the reasonable control of Terra Industries; and

5.3 Terra Industries will not be liable for any loss, damage or other liability (whether in contract, tort [including negligence] or otherwise) and whether directly or indirectly arising from the Goods not being delivered by the Delivery Date for any reason.

5.4 Terra Industries may, with the agreement of the Buyer, deliver any of the Goods to the Buyer in instalments in which case Terra Industries may separately invoice the Buyer for payment for each delivery instalment.

## 6. Receipt and Inspection of Goods:

6.1 It is the customer's responsibility to properly inspect the goods upon delivery.

6.2 Should packaging be visibly damaged, a clear note must be made in pen on the courier waybill stating "Packaging Damaged, Goods Not Checked."

6.3 Customers should ensure that the correct number of cartons, as indicated on the waybill, are received before signing the waybill. Note, however, that the number of cartons may not correspond to the number of items you have purchased. More than one item may be packaged in a single carton. Only the number of 'packages' as indicated on the waybill should be verified before signing for such.

6.4 Once a waybill has been signed without notes being made in relation to any discrepancies or damages, the signed waybill is considered valid. Thereafter, claims related to a shortage of, or damage to, packages will not be accepted.

6.5 Terra Industries only guarantees delivery to the delivery address, as supplied by the customer. Terra Industries will not verify the identity of the person signing for the goods, and therefore, cannot guarantee delivery to a specific individual. Any individual present at the delivery address on the date of delivery and accepting the goods shall be considered authorised to receive the delivery on behalf of the customer and responsible to inspect goods in accordance with points 6.1 to 6.4 above.

6.6 Any discrepancies or damages noted at time of delivery and documented on waybill must be communicated to Terra Industries within 24 hours. Goods should be inspected thoroughly by the customer for any damages, or shortage within the first 24 hours, and reported within the same timeframe, in writing to Terra Industries.

6.7 Terra Industries will not honour claims of damages or shortages if reported at any later stage.

## 7. Country of Domicile:

This website is governed by the laws of South Africa. Terra Industries chooses its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

## 8. Variation:

Terra Industries may, in its sole discretion, change this agreement or any part thereof at any time without prior notice.

## 9. Company Information and Contact Details:

This website is owned and operated by Terra Industries (Pty) Ltd.

Email: [info@terra-industries.co.za](mailto:info@terra-industries.co.za)

