

TERMS AND CONDITIONS OF SALE – RAND BOLT & TOOL CC

1. INTRODUCTION AND ACCEPTANCE

- 1.1 These Terms and Conditions ("**Terms**") govern your use of the website [insert URL] ("**Website**") and all purchases of goods ("**Goods**") from Rand Bolt & Tool CC ("**RBT**").
- 1.2 RBT is a supplier of fasteners, hand tools, and related products based in Johannesburg, Gauteng, South Africa.
- 1.3 All transactions will be subject to acceptance of RBT's Terms and Conditions. By accessing the Website, placing an order, or purchasing Goods, you ("**Customer**") agree to be bound by these Terms. If you do not agree, do not use the Website or place orders.
- 1.4 To confirm agreement, you must tick a box at checkout acknowledging that you have read, understood, and agree to these Terms. These Terms are accessible on the Website, and upon request.
- 1.5 We do not guarantee that the Website will be uninterrupted, timely, secure, or error-free. Use of the Website is at your sole risk and provided 'as is' and 'as available', without warranties of any kind except as required by law.
- 1.6 **IMPORTANT: RISK-LIMITING TERMS** - Sections 6 (Warranties), 7 (Limitation of Liability), 3 & 13 (Suitability/Use Warnings), and related clauses limit RBT's liability or place risk on you. These are drawn to your attention. Read carefully before ordering.

2. PRODUCTS, DESCRIPTIONS, AND IMAGES

- 2.1 Accurate descriptions and product images are provided for illustrative purposes only. Actual packaging, colour, or minor details may vary slightly from what is shown.
- 2.2 Unless confirmed in writing by RBT (e.g., via signed quotation or order confirmation), all descriptions, drawings, weights, capacities, and other specifications are approximate and do not form part of the contract.
- 2.3 Goods are sold on the basis of standard available stock items. Stock is limited and not guaranteed.
- 2.4 Sale will only take place on standard available stock items. Non-standard items and

all manufacturing/custom orders will be subject to provided lead times (quoted separately).

- 2.5 We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.
- 2.6 We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 2.7 We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

3. PRODUCT SPECIFICATIONS AND SUITABILITY

- 3.1 The purchaser is solely responsible for confirming the suitability, compatibility, capacity, and fitness of the Goods for their specific application, intended use, installation environment, or purpose.
- 3.2 RBT sells Goods without consideration for any specific end-use. It is the Customer's responsibility to ensure a fastener, tool, or other product is suitable for their particular application, including compliance with any industry standards, regulations, or safety requirements.
- 3.3 RBT provides no advice or warranty (express or implied) regarding suitability unless explicitly stated in writing.

4. INSTALLATION AND USE

- 4.1 Installation, site preparation, assembly, and any integration of the Goods are the purchaser's sole responsibility unless otherwise agreed in writing by RBT.
- 4.2 The Customer agrees to use the Goods only for their intended purpose and in accordance with any product literature, instructions, safety guidelines, or manufacturer recommendations provided. Failure to do so may void any applicable warranties and relieve RBT of liability.

5. PRICING AND ORDERS

- 5.1 The cost will be as indicated on the Website and when the sale is finalised at

checkout. Once the order is confirmed, the Customer cannot thereafter change the cost of items.

5.2 Prices are in South African Rand (ZAR), inclusive/exclusive of VAT as clearly stated. Additional costs (e.g., delivery) will be displayed before confirmation.

5.3 If a pricing error occurs (not due to gross negligence), our liability is limited to a full refund of the amount paid for the affected item(s). We reserve the right to cancel the order and refund without further liability.

5.4 Placing an order is an offer. A contract forms only upon our order confirmation email.

6. WARRANTY DISCLAIMERS

6.1 Any express warranties are limited to those provided by the original manufacturer/supplier and passed through to you on a "back-to-back" basis (Note that RBT provides the same warranty terms and conditions as received from the manufacturer, subject to their procedures for claims). RBT do not provide any additional or extended warranties beyond this.

6.2 Warranties may be voided, in the event that:

6.2.1 Goods are modified, altered, or repaired by the purchaser without RBT's or the manufacturer's prior written consent; or

6.2.2 unapproved spare parts or accessories are used by the purchaser; or

6.2.3 Goods are misused, improperly installed, maintained, or used contrary to product literature or instructions by the purchaser; or

6.2.4 damage results from fair wear and tear, negligence, accident, or improper storage or use by the purchaser.

6.3 Nothing in these Terms limits the Consumer Protection Act 68 of 2008 ("CPA")'s mandatory implied warranty of quality where applicable. See our Returns and Warranty Policy for details on defect claims.

7. LIMITATION OF LIABILITY

7.1 To the maximum extent permitted by law, RBT's total liability arising from or in connection with these Terms, any order, or the Goods whether in contract, delict/tort,

negligence, strict liability, or otherwise is limited to the purchase price paid for the specific Goods giving rise to the claim.

7.2 RBT, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors shall not be liable for any indirect, consequential, special, incidental, punitive, or exemplary damages, including (without limitation) loss of profits, revenue, business, data, production, goodwill, anticipated savings, or opportunity, even if advised of the possibility.

7.3 RBT, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors are not liable for any direct or indirect loss, damage, injury, or harm arising from the use, misuse, improper installation, or application of the Goods, including any failure by the Customer to confirm suitability or follow instructions.

7.4 Without limiting the above, RBT's liability does not extend to labour costs, expenses, or charges for the removal, reinstallation, or replacement of defective parts or Goods.

7.5 These Terms do not limit your rights under the CPA

7.6 or other applicable law.

8. INTELLECTUAL PROPERTY

8.1 All designs, engineering drawings, software, specifications, documentation, trademarks, logos, and other intellectual property ("**IP**") related to the Goods or Website remain the exclusive property of RBT or its suppliers.

8.2 The Customer may not copy, reproduce, reverse engineer, disassemble, modify, distribute, or use any IP without RBT's prior written consent.

9. PAYMENT

9.1 All card payments will be processed by Yoco payment gateway. An EFT link will be available for electronic funds transfer.

9.2 No Cash on Delivery (COD) deliveries.

9.3 No goods will be released until funds are cleared in our bank account.

10. DELIVERY, COLLECTION, AND INSPECTION

- 10.1 All deliveries will be subject to courier costs, which will be calculated and displayed/quoted during checkout (based on destination, weight, and courier rates). These costs are additional to the Goods price and payable by the Customer.
- 10.2 All courier companies operate on their own terms and conditions for client collections/deliveries.
- 10.3 In-store collection will only be released after the Client has been notified with a collection reference number.
- 10.4 All deliveries must be inspected on arrival for damages/shortages. Any issues must be reported to us within 5 working days of delivery.
- 10.5 Cross-Border (International) Transactions: For orders to addresses outside South Africa, you are solely responsible for arranging and paying for your own courier/shipping, as well as all associated costs, including but not limited to international shipping fees, customs duties, import taxes, clearance fees, and any other charges imposed by authorities in the destination country. We do not offer international shipping services unless explicitly agreed in writing. Risk and title pass upon handover to your nominated courier at our premises.

11. RETURNS, REFUNDS, AND WARRANTY

All sales transactions are subject to our Returns and Warranty Policy.

12. USER ACCOUNT SECURITY

Users must be held solely responsible for maintaining the security of their login credentials and any activity under their account.

13. PRODUCT USE AND LIABILITY WARNINGS

- 13.1 RBT will not be liable for any damages or injuries resulting from improper use, misuse, or failure to follow safety instructions.
- 13.2 RBT sells products without consideration for their specific end-use. It is the Customer's responsibility to ensure a fastener or tool is suitable for their specific application.

14. PRIVACY AND DATA PROTECTION (POPIA)

All customer data and information will be protected and not shared unlawfully. We process personal information in compliance with POPIA. See our separate Privacy Policy for details on collection, use, rights, and our Information Officer.

15. GOVERNING LAW

These Terms are governed by South African law.

16. GENERAL

If any provision is unenforceable, the remainder remains valid.

Contact: Rand Bolt & Tool cc, [insert address/email/phone].

By placing an order, and ticking the agreement box at checkout, you confirm acceptance of these Terms in full.