

TERMS AND CONDITIONS OF SALE



TECHNOSTEEL INDUSTRIES LIMITED
Isinya-Kiserian Road,
Isinya Town,
Kajiado County-Kenya

1. Definitions

- “Technosteel” means Technosteel Industries Limited.
- “Customer” means the individual, corporation, or legal entity purchasing Goods or Services.
- “Goods” means spare parts, equipment, consumables, or fabricated items manufactured or supplied by Technosteel.
- “Services” means machining, fabrication, testing, installation, or other services performed by Technosteel.
- “Order” means Customer’s written request to procure Goods or Services.

2. Scope of Supply

Technosteel manufactures spare parts, equipment, and consumables, and provides fabrication, machining, and material testing services. Customfabricated items are made to order and are nonreturnable.

3. Warranty

- Standard warranty period is three (3) months from delivery, unless otherwise specified in writing by Technosteel.
- Warranty coverage varies depending on the nature of the item, its application, and usage conditions.
- Warranty excludes:
 - 1.Normal wear and tear (e.g., liner plates, grinding media).
 - 2.Improper use, lack of maintenance, or operation outside specifications.
 - 3.Modifications or repairs not authorized by Technosteel.
- Technosteel shall be the final authority in determining whether a defect is covered under warranty.

4. Defect Claims

- Customer must notify Technosteel of alleged defects within 15 days of delivery.
- Claims must be made in formal written notice.
- Defective Goods must be returned to Technosteel’s factory unless site inspection is required.
- If Technosteel engineers inspect Goods at Customer’s site and the issue is found to be unrelated to Technosteel’s Goods or Services, inspection and service charges will apply.

5. Limitation of Remedies

Customer’s sole remedy is repair, replacement, or refund of defective Goods/Services, at Technosteel’s discretion.

6. Limitation of Liability

Technosteel’s liability is capped at the amounts paid by Customer for the specific Goods/Services. Technosteel is not liable for indirect, incidental, or consequential damages (e.g., production downtime, lost profits).

7. Confidentiality & Intellectual Property

All technical drawings, designs, specifications, and pricing provided by Technosteel are proprietary and confidential. Customers may not disclose, reproduce, or share such information with third parties without written consent. All intellectual property rights remain with Technosteel. Unauthorized disclosure entitles Technosteel to seek injunctive relief and damages.

8. Payment

- Payment terms are agreed in writing.
- Overdue accounts bear interest at 1.5% per month or the maximum allowed under Kenyan law.
- Customer is responsible for timely payment of all amounts due, including VAT and withholding tax. Failure to remit withholding tax does not relieve Customer of its obligation to pay the full invoiced amount.
- Technosteel reserves the right to suspend deliveries until accounts are settled.

9. Risk of Loss & Title

Risk passes to Customer at the agreed Incoterm delivery point. Title remains with Technosteel until full payment is received.

10. Customer Responsibilities

Customer shall:

- Provide accurate specifications and information when ordering.
- Ensure proper installation, operation, and maintenance of Goods.
- Use qualified personnel for handling and operation.

Technosteel shall not be liable for issues arising from Customer's failure to meet these responsibilities.

11. Inspection Before Acceptance

Customer must inspect Goods upon delivery and notify Technosteel of any discrepancies within 7 days. After this period, Goods are deemed accepted.

12. Force Majeure

Technosteel is not liable for delays caused by events beyond its control, including equipment breakdowns, strikes, port congestion, customs delays, political unrest, or acts of God.

13. Installation & Services

Unless separately contracted, installation is Customer's responsibility. Any assistance by Technosteel is advisory only.

14. Engineer CallOuts

If Technosteel engineers are required to inspect alleged defects at Customer's site and the issue is determined to be unrelated to Technosteel's Goods or Services, Customer shall bear the cost of such inspection, including travel, accommodation, and labor charges.

15. Returns

No returns are accepted without prior written authorization. Customfabricated items are nonreturnable.

16. Material Testing & Certification

Where Technosteel provides testing services, results are based on samples and conditions at the time of testing. No guarantee is given that results apply to other batches or future performance.

17. Cancellation & Delays

Orders cannot be cancelled once production has commenced without incurring cancellation charges. Technosteel reserves the right to cancel or delay orders if Customer defaults on obligations.

18. Indemnity

Customer indemnifies Technosteel against claims arising from misuse, improper installation, or resale of Goods.

19. Typographical Errors

Technosteel reserves the right to correct typographical or clerical errors in quotations, invoices, or specifications.

20. Governing Law & Dispute Resolution

These Terms are governed by the laws of Kenya. Disputes shall be resolved by arbitration in Nairobi under the Arbitration Act of Kenya, in English.

21. Survival

Clauses relating to confidentiality, intellectual property, indemnity, and limitation of liability survive termination of the contract.

22. Complete Agreement

These Terms & Conditions constitute the entire agreement and supersede prior understandings.

23. Acceptance

By placing an order with Technosteel, Customer acknowledges and accepts these Terms & Conditions.