



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

TERMS & CONDITIONS OF SALE

All Orders placed are subject to these Conditions of Sale, and the placing of an order shall be considered to be acceptance of these conditions, to the exclusion of the Customer's conditions of sale or purchase; and that in the event of re-sale, the Customer undertakes the responsibility of ensuring that the ultimate purchaser is also fully acquainted with, and accepts, the said conditions of TECHNICAL TRADING CORPORATION LIMITED - hereinafter referred to as "the Company." These Terms & Conditions are subject to change without notice.

TABLE OF CONTENTS

1	QUOTATIONS AND TENDERS.....	2
2	SPECIFICATIONS AND DRAWINGS	2
3	CUSTOMER'S MATERIALS, RETURNS & REPAIRS	2
4	CUSTOMER REQUIREMENTS	2
5	DELIVERY.....	3
6	UNLOADING	3
7	CANCELLATION	3
8	EXAMINATION OF GOODS.....	4
9	CARRIAGE.....	4
10	LEGAL CONSTRUCTION.....	4
11	TITLE	4
12	PAYMENT	4
13	WARRANTY.....	5
13.1	WARRANTY CLAIMS PROCESS	7
13.2	WARRANTY SCHEDULE.....	8
13.2.1	LEO Product Range	8
13.2.2	MACE/Other Product Range.....	10



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

1 QUOTATIONS AND TENDERS

All quotations and tenders are quoted as per the Incoterms on our quotations and are subject to a firm order being placed and paid for before the quote expiry date unless otherwise stated. The acceptance of the order by the Company will constitute a contract subject to these conditions. Any variation of the Contract must be in writing and signed by the Company and the Customer. Unless firm prices are quoted in the quotation or tender, the contract price is based upon the cost of material, labour, transport, fuel and other relevant factors applying, statutory obligations at the time of the tender or quotation, and if between that date and the date of actual delivery, variation either by rise or fall shall occur in these costs, then we reserve the right to amend the contract price accordingly. The order must contain sufficient information to enable the Company to proceed with the order forthwith.

2 SPECIFICATIONS AND DRAWINGS

All quotations, drawings and information remain the Company's property and copyright, and are to be treated as confidential. Adequate drawings will be supplied where necessary.

3 CUSTOMER'S MATERIALS, RETURNS & REPAIRS

While the Company takes all reasonable care of the customer's parts, components and goods in its possession, the Company accepts no responsibility for any damage, distortion, faults or defects therein which appear or develop during the course of the work undertaken by the Company. Subject to availability of parts, materials and labour, the Company will be prepared to correct any such damage, distortion, faults or defects at the Customer's request and expense. All goods received by the Company for repair or otherwise are held by the Company at the Customer's risk as regards loss or damage except where the cause of loss or damage was the result of the negligence of the Company, its servants, or agents. The company can only give an estimate on the amount of time, parts, materials, and labour and will not be held by any timebound commitment or otherwise, regardless of any estimates made in writing or otherwise.

4 CUSTOMER REQUIREMENTS

When supplying goods in respect of a particular purpose, every endeavour is made to meet the requirements of Customers from the information supplied by them. As full information will be supplied at the request of the Customer regarding the manufacture and capabilities of any goods for a particular purpose, no responsibility is accepted as to the suitability of any goods once an order is accepted, except under the terms of the Company's Warranty. Without prejudice to the generality of the foregoing, the Company will furnish upon request, data, information, and other services relating to the application or use of the goods, but the Company will not be responsible and does not assume liability whatsoever for damage of any kind sustained either directly or indirectly by any person in, or through, the adoption or use of such data, information or services, in whole or in part.



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

5 DELIVERY

The time of delivery, whilst given in good faith, is not the essence of the contract. The Company shall not be liable for any loss or damage, including consequential loss or damage, in respect of delayed deliveries due to any reason, howsoever caused. This also covers but not limited to:

1. Acts or intervention of Government or Government agencies
2. Fire, flood or explosion
3. Act of God
4. Declared or undeclared war, or riots or civil commotion or terrorist attacks
5. Strikes or other industrial disputes.
6. Any act neglect or default of the other party
7. Any cause outside our reasonable control.

6 UNLOADING

The responsibility of unloading goods at the point of delivery will be that of the Purchaser, and no liability shall be incurred by the Seller in respect of any loss or damage that may occur during unloading whether or not the unloading is assisted by the agent or employee of the Seller who shall not be bound to assist. Such person or persons in such circumstances being deemed to be under the control and direction of the Purchaser.

7 CANCELLATION

Notice of cancellation of order for stock items is required in writing and must be stamped as received by the Company. Orders for stock items can only be cancelled within 3 working days. Any orders cancelled after this period will be subject to a re-stocking fee.

Stock items must be returned to our specified return depot *CARRIAGE PAID* and will only be accepted if in 'AS NEW' condition, the goods may be subject to a re-stocking fee. Goods returned after 30 days cannot be accepted no matter the condition. Goods of an electrical nature cannot be returned at all no matter the condition.

The restocking fee is set at 20% of the goods value plus any additional charges incurred to prepare, load/offload the order or any other incidentals that fall outside the regular trade activities of the company such as but not limited to forklift hire.

Orders for items to customer's specification cannot be cancelled and must be paid for in full.



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

8 EXAMINATION OF GOODS

Goods must be examined immediately on delivery, and any damage or loss reported to us and the carriers, *IN WRITING*, within 48 hours of receipt; otherwise, no claims shall be considered nor accepted.

9 CARRIAGE

Prices quoted exclude Carriage, Packing & Insurance. These will be invoiced to the Purchaser at reasonable rates, which shall be determined by the Company, unless previously agreed in writing.

10 LEGAL CONSTRUCTION

The Contract shall in all respects be construed and operate as a Kenyan Contract and shall be governed by Kenyan Law.

11 TITLE

Title of the goods shall only pass from the Company to the Purchaser upon full payment of all monies due. Until Title passes, the Purchaser holds the goods as agents for the Seller and shall be responsible for the safe custody of the goods, including insurance, and shall indemnify the Company in respect of all loss or damage of whatsoever nature affecting the goods. The Purchaser may use the goods for his normal purposes. The goods must be stored separately and identified accordingly. If the goods are combined with other goods, title to the combined goods is retained by the Company, and these goods must be similarly stored and identified. The Company reserves the right to repossess all or part of the goods or combined goods and shall have right of entry to the Purchaser's premises in order to retrieve the goods.

12 PAYMENT

Unless specifically agreed in writing, all prices quoted are net, excluding Value Added Tax, Import Duty or other special charges.

Subject to a formal credit account being approved, accounts are due for payment immediately from the date of invoice or the date that we advise you that your order is available for dispatch, or the actual date of dispatch, whichever is earlier.

Subject to a formal application for a credit account and issuance of a Credit Approval Letter, accounts are due for payment no later than 15 days from the due date advised on each invoice or as per the terms set out in the Credit Approval Letter.

The Company reserves the right to charge interest on all overdue accounts at 6% above the current bank base rate. An account is deemed to be overdue 15 days from its due date.



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

Failure to pay for any goods or services or for any delivery or instalment shall entitle the Company to suspend further deliveries and work - both on the same order and on any other order from the Customer, without prejudice to any other right the Company may have. The Company reserves the right where a customer fails to adhere strictly to the agreed credit terms or where genuine doubts arise as to a customer's financial position, to suspend delivery of any order, or part of order, or instalment, without liability until payments or satisfactory security for payment has been provided.

13 WARRANTY

The warranty of our products varies by product and service and is listed in our Warranty Schedule and applies solely to equipment supplied or work carried out by the Company.

The warranty period commences after the product has been invoiced or delivered or when installed by the Company, whichever comes sooner. Equipment shall be deemed delivered as soon as it is made available to the Customer and upon expiry of the Warranty, the Company ceases any and all liability for any defects or issues otherwise.

The Warranty Schedule is subject to change without notice but will be honoured as per the Warranty Schedule at the date of purchase provided the payment has been completed in full before the claim is considered.

Unless specifically agreed in writing the warranty offered refers to the exchange or replacement or repair of any defective part or assembly due to manufacturing defect. This excludes:

1. Abnormal operating conditions
2. Accidental damage
3. Acts of God or any other cause beyond the Company's reasonable control
4. Assemblies not done by the Company.
5. Damage in transit or as per the incoterms
6. Defects caused by fair wear and tear.
7. Degradation by chemical or electrolytic action
8. Dry running in the case of pumps
9. Effects of power fluctuations/surges
10. Faulty installation
11. Force Majeure
12. Inadequate motor protection
13. Inappropriate use/application
14. Incompetence on the part of the equipment user
15. Incorrect installation
16. Installations involving temporary connections.
17. Lack of maintenance
18. Lightning or other circumstances beyond the Company's control
19. Natural disasters
20. Normal wear & tear



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

21. Overloading
22. The effects of careless handling
23. The use of faulty auxiliary equipment in conjunction with the Product
24. Unauthorized modifications or opening of the product.
25. Use of unsuitable materials
26. When a motor has operated with power supply beyond the manufacturers specified limits and tolerances for frequency, current, voltage and phase symmetry.
27. When there is evidence of incorrect connection to the power supply

The Company will be under no liability in respect of any defect in the product arising from.

1. Any drawing, design or specification supplied by the customer/purchaser.
2. Modifications undertaken by the customer/purchaser or a third party without the consent of the Company.

Any repair or attempt at repair carried out by any other party invalidates all warranties. Furthermore, no responsibility is accepted due to consequential loss in the event of product failure.

The Customer will notify the Company immediately after becoming aware of any defect in the Products and will provide authority for Company employees to inspect the Product. Proof of purchase in the form of the original invoice is required, along with proof of complete payment will be required before the warranty is authorized.

The warranty on equipment installed by others is subject to the faulty unit being promptly returned to our workshop and collected thereafter when repaired. The warranty does not cover the cost of transport, labour or removal of the equipment from the site.

This warranty applies to equipment supplied by the Company or works carried out by the Company and the Company shall not be liable to the Customer in respect of negligence or for any indirect, special or consequential loss or damages, arising from supply of the products or their use in any way whatsoever.

The warranty period for repair work is 3 months from the date of delivery or installation by the Company. This only applies to parts replaced during repair.



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

13.1 WARRANTY CLAIMS PROCESS

In order to investigate warranty claims thoroughly, the Company requires the submission of an Installation Checklist Form (ICF). The form needs to be satisfactorily completed, submitted to, and acknowledged by the company within 7 working days from the date of invoice. Failure to do so will void the warranty completely and the Company will not be held liable for any loss or damage, regardless of it being a manufacturing defect or otherwise. The form can be requested for at the time of collection or afterward by email. However, the deadline for submission begins from the date of invoice (inclusive).

If extensions are required, the Customer must notify the Company in writing or by email. This however is not a guarantee of extension, and an extension will only be valid if provided for in writing or by email by the Company.

To make a warranty claim, the Customer must deliver the items duty and carriage paid to an authorised service centre. Upon receipt of the items, the company will fill out a Warranty Claim Form (WCF), which is a guiding document that captures the technical issue and other relevant information. It must be submitted with all the required supporting documents as stipulated on the form.

Besides this, a Proof of Purchase (PoP) is needed in the form of a KRA TIMS/eTIMS Complaint Tax Invoice (with a valid QR Code).

Once the ICF, WCF, PoP and all other relevant supporting documents are submitted, our team will provide you with a technical report and decision about your warranty claim. The Company reserves the right to ask for any further documentation/information. Failure to provide any of the requested documents/information will nullify the warranty claim. Furthermore, by opening a Warranty Claim, the Company in no way accepts liability until a full investigation can be conducted.

You may appeal the decision within 7 days of receiving a decision if you are able to provide additional and relevant information to support your case or if you can show a genuine mistake made in the conclusion of our technical team.



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

13.2 WARRANTY SCHEDULE

13.2.1 LEO Product Range

Category	Pump Type	Model Series	Warranty Period (Months)
401.01	Peripheral Impeller Pump	AP/m	24
		XKM	18
401.02	Jet Pump	AJ/m	24
401.03	Centrifugal Pump	AC/m	24
401.04	High Flow Centrifugal Pump	AC/m	24
401.05	Twin Impeller Centrifugal Pump	2AC/m	24
401.06	Hot Water Centrifugal Pump	LP/m	24
	Hot Water Circulation Pump	LRP/m	
		ARP/m	
401.07	Variable Speed Intelligent Pump	MAC	24
401.08	Pool Pump	XKP	12
401.09	Fountain Pump	XKF/m	12
401.12	Domestic Lifting Station	WC	12
401.13	Submersible Centrifugal Pump QDX	QDX	18
401.14	Submergible Pump XKS	XKS	6
401.15	Submersible Pump	LKS	12
401.16	5 Inch Submersible Stainless Steel Multistage Pump	5DW/m	24
401.17	Stainless Steel Horizontal Multistage Pump	EMH	24
401.18	Stainless Steel Horizontal Multistage Pump	ECH/m	24
401.19	Stainless Steel Centrifugal Pump	AMS/m	24
401.20	Vertical Multistage Pump LVR	LVR/m	24
401.21	Semi Open SS Pump ABK	ABK	24
401.22	Gasoline Engine Pump	LGP	12
401.26	4 Inch Plastic Impeller Borehole Pumps	4XR	24

**TECHNICAL TRADING CORPORATION LTD**

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

401.33	4 Inch Oil Filled Submersible Motors	4DWT/m	24
401.34	6 Inch Submersible Motors	6DWT	24
401.35	Press Flow Controllers	PS	12
401.36	Pressure Vessels	LEO-##LV(F)- CT	12
401.4	Submersible Peripheral Pump	SPM37A	18
		STK50F	24



TECHNICAL TRADING CORPORATION LTD

45, Pemba Street off Lusaka Road, Industrial Area, Nairobi, Kenya

PO BOX 17582, 00500

+254 (0) 20 840 41 41 | 0111 041 700 | 0726 610 403

info@ttc.co.ke | www.ttc.co.ke

Terms & Conditions of Sale

Revision: 05

Date of Issue: 26/04/2024

13.2.2 MACE/Other Product Range

Product Category	Product Category Name	100% Warranty (Years)	50% Warranty (Years)	Total Warranty Period (Full + 50%) Years
PL.101	Solar PV Panels	10	5	15
PL.102	Solar Mounting Structure	1	1	2
PL.103	PV Inverters Pumping	1	1	2
PL.104	Solar Hot Water	1	1	2
PL.105	Light DGS	1	1	2
PL.106	Heavy DGS	1	1	2
PL.107	Heavy DGS Spares	1	0	1
PL.108	Light DGS Spares	1	0	1
PL.109	Good We Inverters	5	0	5
PL.110	Lithium Batteries	1	0	1
PL.200	Prime Movers All	1	1	2
PL.300	Power Transmission All	1	1	2
PL.400	Pumps (All Except LEO Brand)	1	1	2
PL.500	Plumbing Accessories	1	0	1
PL.511.0	Borehole Accessories	1	1	2
PL.511.01	Borehole Column Pipes	1	1	2
PL.511.02	Borehole Adaptor Sets	1	1	2
PL.511.03	Borehole Covers	1	1	2
PL.600	Control Panels (Smart Control Panels)	1	0	1
PL.600	Starters	1	0	1
PL.603.0	Armoured Cable	1	1	2
PL.606.0	Submersible Cables	1	1	2