

# FLOOR WORLD

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply to all sales of goods by **Floor World Wholesalers CC** ("the Company", "we", "us") to any customer ("the Customer", "you"). By placing an order, the Customer agrees to be bound by these Terms.

### 1. Eligibility

Sales are strictly on a wholesale basis. Floor World Wholesalers CC reserves the right to refuse service at its discretion.

### 2. Orders

- 2.1 All orders are subject to acceptance by Floor World Wholesalers CC.
- 2.2 Orders, once confirmed, may not be cancelled or amended without written instruction by the customer.
- 2.3 Minimum order quantities may apply and will be communicated separately.

### 3. Pricing

- 3.1 All prices are quoted in Namibian Dollars (N\$) and are exclusive of VAT, taxes, duties, delivery, and insurance unless otherwise stated.
- 3.2 Prices are subject to change without prior notice. Prices applicable are those confirmed at the time of order acceptance.

### 4. Payment Terms

- 4.1 Payment terms are strictly cash on delivery of product unless otherwise agreed in writing.
- 4.2 Late payments may incur interest at 2% per month.
- 4.3 Floor World Wholesalers CC reserves the right to cancel orders if payment is overdue.

### 5. Arrival of Material in Windhoek

Arrival dates are estimates only and not guaranteed.

## **6. Returns and Claims**

- 6.1 Returns are accepted only with prior written authorization from Floor World Wholesalers CC.
- 6.2 No returns will be accepted for non-stock items or goods damaged due to improper handling or storage by the Customer.
- 6.3 Approved returns may be subject to a restocking fee.
- 6.4 Risk of loss or damage passes to the Customer upon delivery to the Customer.
- 6.5 The Customer must inspect goods upon delivery and report any shortages or damage within 48 hours.

## **7. Ownership and Risk**

- 7.1 Ownership of goods remains with Floor World Wholesalers CC until full payment has been received. Floor World Wholesalers CC reserves the right to recover unpaid goods.
- 7.2 Ownership of goods will be transferred on receipt of full/final payment.

## **8. Product Use and Liability**

- 8.1 Floor World Wholesalers CC is not liable for indirect, incidental, or consequential damages arising from the use or resale of goods.
- 8.2 Any product warranties are limited to those provided by the manufacturer, if applicable.

## **9. Force Majeure**

Floor World Wholesalers CC shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, supply shortages, or government actions.

## **10. Confidentiality**

All pricing, product information, and trade terms provided by Floor World Wholesalers CC are confidential and may not be disclosed to third parties without written consent.

## **11. Governing Law**

These Terms shall be governed by and interpreted in accordance with the laws of Namibia.

## **12. General**

- 12.1 Floor World Wholesalers CC reserves the right to amend these Terms at any time.
- 12.2 Failure to enforce any provision shall not constitute a waiver.
- 12.3 If any provision is found invalid, the remaining provisions shall remain in force.