

# Terms and Conditions of Sale

THESE TERMS SET OUT THE BASIS ON WHICH WE MAY SELL PRODUCTS TO YOU. PLEASE READ THESE TERMS CAREFULLY.

WE DRAW YOUR ATTENTION TO YOUR CANCELLATION RIGHTS IN CLAUSE 7 AND THE LIMITS OF OUR LIABILITY IN CLAUSE 8.

## 1 First things first

1.1 In these Terms, when we say:

1.1.1 **you** or **your**, we mean you, the trade customer ordering Products;

1.1.2 **we, us** or **our**, we mean Dansoaa is the trading name of JA Dansoaa Limited, a Limited Liability company registered in Ghana, whose registered address P.O. Box BT583 Tema, Ghana.

1.1.3 **Delivery Terms**, we mean the terms that apply to our delivery services, full details of which can be found in store and on our Website;

1.1.4 **order**, we mean an order placed by you for Product(s) in store, through our Website, by telephone or using such other means as we may permit from time to time;

1.1.5 **our agreement**, we mean our agreement as defined in clause 2.1;

1.1.6 **Privacy Policy**, we mean our privacy policy, full details of which can be found in store and on our Website;

1.1.7 **Product** or **Products**, we mean the goods and products that we sell;

1.1.8 **Scheme**, we mean the Dansoaa Membership Scheme;

1.1.9 **Terms**, we mean these terms and conditions of sale; and

1.1.10 **Website**, we mean the website ([www.dansoaa.com](http://www.dansoaa.com)) that is operated by us or on our behalf.

1.2 If you order Product(s) on behalf of a company, organisation or other entity, then (i) you (as defined in clause 1.1.1) includes you and that company, organisation or other entity, and (ii) you represent and warrant that you are authorised to bind the company, organisation or other entity to our agreement (including these Terms), and that you agree to our agreement (including these Terms) on behalf of yourself and the company, organisation or other entity.

1.3 These Terms set out the basis on which we may sell Products to you as a Scheme member. Subject to clause 3.3, by submitting an order for and/or purchasing any Product, you are indicating your acceptance of these Terms and you agree to be bound by these Terms. If you do not accept these Terms, you will not be able to order or purchase any Products from us.

1.4 Any standard terms which appear on your orders or your other documentation or communications shall not apply to our sale of Products to you.

1.5 These Terms are only in the English language. Our agreement will not be filed by us.

1.6 If you view these Terms via our Website, you should print a copy of these Terms or save them to your computing device for future reference.

## **2 Your agreement**

2.1 Each order you place and purchase of Product(s) you make is subject to these Terms, our Delivery Terms (where relevant), and any additional terms that apply to any quote we may give or any promotional or special offers (together **our agreement**).

2.2 Our agreement constitutes the entire agreement between you and us. You can find the latest version of all our terms in store and on the Website. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in our agreement. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

2.3 Any services provided by us or on our behalf in connection with your order (if any) are governed by the applicable terms and conditions governing the supply of those services.

## **3 The order process and formation of the contract between us**

3.1 Your order is an offer to purchase from us. When you place an order with us (or otherwise offer to make a purchase from us), you do so in accordance with the terms of our agreement, subject to our acceptance of your order (or offer to make a purchase). If you place an order via our Website (or where we have otherwise stated that we will), we will send you an email acknowledging receipt of your order. Please note this email is an acknowledgement and is not an acceptance of your order.

3.2 Unless we have notified you that we do not accept your order (or offer to make a purchase) or you have cancelled it in accordance with our returns policy, we accept your order (or offer to make a purchase) as follows:

3.2.1 subject to clauses 3.2.2 and 3.2.3, where you place an order via the Website, we accept your order when the Products are despatched to you or at the point the Products are collected by you in store (as the case may be);

3.2.2 where you place an order via the Website for Products which are cut, made to measure, mixed to your requirements, or otherwise customised or made to your specifications, we accept your order seven days after the date of your order or when we start to cut, make, mix or customise those Products, whichever is earlier;

3.2.3 where you place an order via the Website for Products which are perishable (such as plants or turf) or liable to deteriorate or expire rapidly, we accept your order seven days after the date of your order or when we start to prepare the Products for delivery or collection, whichever is earlier;

3.2.4 where you place an order in store, we accept your order when we provide you with a sales advice confirming that the order has been placed and processed; and

3.2.5 when you place an order by telephone, we accept your order when we confirm that the order has been placed and processed.

3.3 If you place an order via our Website (or where we have otherwise stated that we will), we will send you an email confirming dispatch of the Products ordered by you or their availability for collection in store (as the case may be).

3.4 We may choose not to accept your order (or offer to make a purchase) for any reason and we will not be liable to you or to anyone else in those circumstances. If we do not accept your order (whether in whole or in part) we will refund any monies paid in connection with that order (or that part of the order that we do not accept).

3.5 Our agreement is formed when we accept your order (or offer to make a purchase). Where Products you have ordered fall within two or more of the Product types identified in clauses 3.2.1, 3.2.2 and 3.2.3, a separate agreement is formed for each Product when we accept your order for that Product. The processing of your payment and acknowledgment of receipt of your order (whether by email, telephone or otherwise) does not constitute legal acceptance of your order.

3.6 You may not cancel your order once it is submitted, unless otherwise agreed with us or where we offer you the facility to do so. This does not affect your rights under clause 7. Our Website order process allows you to check and amend any errors before submitting your order to us. Please carefully check your order at each stage of the order process.

#### **4 Buying from us**

4.1 You must be a member of the Scheme to purchase Products from us. You must be 18 or over to purchase Products from us. If you are purchasing age-restricted Products, we may ask you to provide proof of your age and if you cannot provide proof Dansoaa reserve the right to cancel your order if we reasonably believe you are not legally entitled to order the Products.

4.2 For safety reasons, Dansoaa reserve the right to restrict sales of gas fittings and appliances to professionally registered plumbers and heating engineers.

4.3 We will take reasonable steps to display as accurately as possible the colours, appearance and other detailing of our Products (and their packaging) in the images that appear on the Website and in our catalogues and other media. However, we do not guarantee that the images, appearance and other detailing that appear on the Website and in our catalogues and other media will exactly reflect the colour, appearance or detailing of the physical Product (or its packaging). Your Products (and their packaging) may vary slightly from those images.

4.4 Natural products may show some colour variation. To the extent permitted by law, we accept no liability associated with such variations.

4.5 Any information on the Website and in our catalogues and other media regarding sizing, weights, capacities, dimensions and measurements of Products is included as a guide only. If you are concerned about the precise size, weight, capacity, dimensions or measurements of any Product you require, we recommend that you contact us prior to placing an order and/or purchasing a Product.

4.6 If your order includes Products that are made according to measurements you provide us, please ensure these measurements are correct and accurate as your right

of return as set out in clause 8 below will not be available unless the Products are faulty, damaged or incorrectly delivered.

4.7 Where we agree to provide a specifically designed plan as part of or in connection with your order, you will be responsible for checking the accuracy and suitability of the plan and ensuring it meets your requirements before placing an order. Any such plan is, and remains, our property and may not be reproduced in whole or in part without our prior written consent. Any such plan may only be used by you in connection with a quotation or order for Products and/or services from us and/or the provision of Products and/or services by us to you. You are responsible for checking that the details of the plan, and any resulting quotation, are complete, accurate and meet your requirements before committing yourself to an order.

## **5 Price, delivery charges and availability**

5.1 Prices for Products indicate whether the price is inclusive or exclusive of VAT. VAT will be applied and will be shown on your invoice at the current applicable rate. VAT amounts stated may be subject to rounding variances. The exact amount of VAT will be shown on the VAT invoice (where provided). This will not affect the total price inclusive of VAT.

5.2 To take advantage of promotional prices, you must quote the relevant promotion code when you order (where applicable). We may update promotions at any time.

5.3 Prices for Products exclude delivery charges unless expressly stated otherwise. Delivery charges vary depending on the Product(s) you order, the delivery location and the delivery method you select; please see our Delivery Terms for details.

5.4 We may update prices at any time. Despite our best efforts, a small number of the thousands of products we sell may occasionally be mispriced. If this happens then we will not be obliged to supply the Products at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or endeavor to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid.

5.5 From time to time we may apply promotional prices to Products, including Website or in-store only prices. These promotional prices will only apply in the context in which the promotion is given and are subject to the terms of that promotion. For example, Website only prices will not be applicable to in-store orders or purchases, and in-store only prices will not be applicable to Website orders or purchases.

5.6 Prices for commodity goods will be updated regularly please visit our Website or ask in store for further details.

5.7 Where we provide a quote to you it will be subject to the terms and conditions applicable to that quote.

5.8 All Products are subject to availability. If you order Products which are not available from stock, we will take reasonable steps to contact you to discuss how you wish to proceed. You will have the option to wait until the Products are available

from stock, or cancel your order. If the Products are unlikely to be restocked, we will cancel your order for those Products and refund the price you have paid.

## **6 Payments**

6.1 The total cost of your order and/or purchases is the price of the Products and applicable delivery charges.

6.2 We must receive payment for Products in advance before your order and/or purchase can be processed, unless we have agreed otherwise in advance in writing.

6.3 If you use a credit/debit card to pay for your order, you must use your credit/debit card or a credit/debit card that you are otherwise authorized to use. All credit/debit card holders are subject to validation checks by third parties and authorization by the card issuer. If the issuer of the card refuses to authorize payment or any other validation checks return adverse results, we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.

6.4 We are not responsible for the card issuer or bank charging the cardholder as a result of our processing of the credit/debit card payment in accordance with your order.

6.5 You are responsible for all orders placed by your authorized employees.

6.6 You can make payments or consideration through Dansoaa Bank Account either by;

- a) Direct cash payment/deposit into Dansoaa Account
- b) Direct debit transfer from your account into Dansoaa account or
- c) Payment by valid Cheque
- d) Payments for products can also be made through Dansoaa Smart Mobile Money payment options or,
- e) Cash payment.

## **7 Getting your Products**

7.1 If you order Products for delivery then the terms that apply to that delivery will depend upon the Product(s) that you order, the delivery location and the delivery method you select. Unless we specifically agree otherwise, we only deliver to the areas indicated in our Delivery Terms. We do not deliver to countries or places where we cannot provide logistical means or resources.

7.2 You can see a full set of our Delivery Terms on the Website.

7.3 Subject to availability and our Delivery Terms, where we have agreed to deliver the Products, we will use reasonable endeavours to do so on any specified date we agree, or if no date is specified, within 30 days of the date of your order. In the case of unforeseen circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns) we may not be able to deliver the Products within these timescales and we will not be liable for any delay or failure to deliver the Products if the delay or failure is wholly or partly caused by such circumstances. In

the event that a delivery does not take place, we and you will agree an alternative delivery date.

7.4 Unless we have agreed otherwise, Products must be signed for on delivery by a person aged 18 or over. Delivery will be completed when we deliver the Products to the address you specified in your order.

7.5 For reasons of health and safety and to avoid any property damage, most Bulk Delivery and certain 'other types of delivery' items (as described in our Delivery Terms and as identified in the item description) can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation, fitting or waste removal services, unless otherwise agreed by us.

7.6 You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will need to arrange an alternative delivery date. If delivery fails as a result of circumstances within your reasonable control (for example, you are not present at the delivery location to accept delivery), the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the Products, less the failed delivery costs.

7.7 Deliveries may be made by our logistics partner. Where relevant, all loads are unloaded within the crane radius of the vehicle. Deliveries will not be made where the ground condition is uneven, not suitable to unload or likely to cause damage to the delivery vehicle. If the driver is instructed to unload and leave materials on either the public highway or an adjacent pedestrian area or pavement, it is your responsibility to ensure these are subsequently moved.

7.8 If you do not receive your Products on the stated delivery date, you must notify us immediately. We recommend that you do not schedule or commence any installation work until after you have received your ordered Products and checked all of them for any defects or missing parts.

7.9 Each Product remains our property until you have paid for it in full or we have provided the Product to you (whichever occurs later), whereupon you will own the Product. On delivery of the Products to you (or collection of the Products by you (as the case may be)), the Products shall be at your risk and responsibility and you will be responsible for their safekeeping and we will not be responsible for any Products lost or stolen once delivered (or collected) or for any damage or fault arising from incorrect storage. Until ownership of the Products passes from us to you, you shall hold the Products on our behalf and shall store the Products at your own cost separately from all other products in your possession and marked in such a way that they are clearly identified as our property. Once ownership of the Products has passed to you, you may resell or use the Products in the ordinary course of your business. We may, before ownership of the Products passes to you, require you to deliver up the Products to us and, if you fail to do so, may repossess the Products.

You grant us an irrevocable license to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the Products.

**8 Returns** 8.1 On receipt of the Products you must check they match your order. If there is any problem, or if they are defective or damaged you must notify us within 48 hours of receipt otherwise you will be deemed to have accepted the Products and we shall not be liable for having supplied the incorrect type and/or quantity nor shall we be liable for any damage or defect.

8.2 Providing that you tell us of any problem within 48 hours of receipt of the Products, we will (subject to clause 5.8) either make good any shortage or non-delivery; or (at our discretion) offer you a replacement, repair or refund for the Products in question. Where Products are to be returned to us we will arrange this with you.

8.3 Under our 45 day returns policy, you may return to us at your own cost all or part of the Products which you have received and which you no longer want (provided they are unused and are not incorrect, defective or damaged) by giving us notice within 45 days of the date of delivery or collection (as the case may be). Such notice may be given by phone or in person at one of our stores. Products which have been cut, made to measure, mixed to your requirements, or otherwise customised or made to your specifications, or Products which are perishable (such as plants) or liable to deteriorate or expire rapidly, or otherwise by reason of their nature cannot be returned, cannot be returned under our 45 day returns policy.

8.4 If you return all or part of the Products pursuant to our 45 day returns policy (and they are not incorrect, defective or damaged) we will refund the purchase price of the returned Product(s) to you, based on the original method of payment, provided that:

8.4.1 the Products are returned to us in an unused condition and are accompanied by your receipt (which may include a customer sales form);

8.4.2 for purchases made by debit/credit card, the same card must be used to process the refund; and

8.4.3 Dansoaa reserve the right to refuse a return or to require proof of identity.

8.5 When returning the Products to us pursuant to our 45 day returns policy you must pay the cost of transporting them unless we agree that you may dispose of them in which case you must comply with the manufacturer's instructions before disposing of hazardous Products. You can return the Products to a Dansoaa store.

## **9 Liability**

9.1 All our obligations to you are set out in our agreement.

9.2 We shall have no liability to compensate you (whether in contract, tort (including negligence), breach of statutory duty or otherwise), other than any refund we make under these Terms or otherwise at our discretion.

9.3 Without prejudice to clause 9.2, we accept no liability (whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise) for any of the following losses:

9.3.1 loss of profits, revenue, sales, income, or business;

9.3.2 loss of savings;

9.3.3 loss of use or production;  
9.3.4 loss of goodwill;  
9.3.5 business interruption;  
9.3.6 subject to clause 8.2, remedial costs if the Products are damaged or defective;  
9.3.7 damage to property or possessions through use or misuse of the Products;  
9.3.8 loss caused by delay or other late performance; and  
9.3.9 indirect or consequential losses.

9.4 Nothing in our agreement limits or excludes our liability for fraud or fraudulent misrepresentation, death or personal injury caused by our negligence or for any other liability which cannot be limited or excluded by law.

9.5 Except as set out in our agreement, all other terms, warranties, representations and conditions implied by statute, common law or otherwise (including fitness for purpose) are excluded to the fullest extent permitted by law.

9.6 The Products are intended for use in the Ghana only and we cannot confirm that the Products comply with any laws, regulations or other standards applicable outside the Ghana. All Products are sold in accordance with the manufacturer's specifications and are subject to any qualifications or instructions contained in the documentation associated with the relevant Product.

9.7 Subject to clause 8.4, we will not be responsible to you or, if you are undertaking work for another person, to any other person, for the use or installation of any Products by you (or on your behalf). Accordingly, as a trade customer, you hereby agree to hold us harmless, and indemnify us, against any liability associated with any claim or allegation that we are responsible for any failings in the installation or use of Products that we supply.

9.8 Dansoaa catalogue and/or our Website may contain information and materials created and submitted by third parties, and we exclude liability for all losses arising from any error, omission or inaccuracy in any such information and material.

## **10 Our rights to cancel**

10.1 We may (at our discretion) suspend further supply or delivery, stop any Products in transit, cancel any orders or cancel our agreement by notice in writing to you if you are in breach of our agreement, you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon cancellation, any money due to us in respect of our agreement which has been cancelled shall become immediately due and payable and we shall be under no further obligation to supply Products to you.

## **11 Events beyond our control**

11.1 We shall have no liability to you for any failure or delay in supply or delivery, nor if any of our obligations is prevented or restricted, nor for any damage or defect to Products supplied or delivered under our agreement, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, the following to the extent these are outside our reasonable control:



accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions of imports or exports).

## **12 Disposal of electrical and electronic equipment**

12.1 The WEEE regulations aim to ensure waste from certain electrical and electronic equipment is reduced, separated from household waste, and ultimately disposed of in a sound environmental manner. As a trade customer, you agree that the collection, recovery/treatment and disposal of non-household electrical or electronic equipment purchased from us will be your responsibility. You are to contact your local Authority or Municipal Assembly for Waste Disposal guides or any private Waste Disposal company such as Zoom Lion, Alliance Waste etc for more information on WEEE regulations.

## **13 Your information**

13.1 We will use your personal information (as defined in our Privacy Policy) in accordance with our Privacy Policy .

## **14 Contacting us and you**

14.1 To contact us, please see our Contact Us page on the Website. Any formal legal notices should be sent to us at the address specified in clause 1.1.2, marked for the attention of the Company Secretary Dansoaa Limited.

14.2 If we have to contact you or give you notice in writing, we will do so by email or by hand or by pre-paid post to the address you provide to us in your order or we otherwise hold for you.

## **15 General**

15.1 If any provision of our agreement (including any provision in which we exclude or limit our liability to you) is found to be invalid, illegal or unenforceable in whole or in part, the validity, legality or enforceability of the other provisions of our agreement and the remainder of the provision in question will not be affected. We may replace any provision that is not effective with a similar provision that is effective.

15.2 No person other than you and us shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties Act) or otherwise.

15.3 If we fail to insist that you perform any of your obligations under our agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.4 You may not assign or transfer your rights or obligations under our agreement, unless we agree in writing.

15.5 Our agreement (including any non-contractual obligations arising out of or in connection with it) is governed by and interpreted in accordance with the law of Ghana and you agree to submit to the exclusive jurisdiction of the courts in Ghana.

15.6 Dansoaa may update, vary and amend these Terms from time to time without prior notice. Each time you order or otherwise purchase a Product from us, the Terms in force at that time will apply (as set out on our Website or available in store). Please check in store or on our Website to ensure that you understand which Terms apply. These Terms were last updated on 2014.