

TERMS AND CONDITIONS OF SALE



All sales are subject the following terms and conditions:

1. All prices quoted exclude VAT.
2. Goods supplied remain the property of BCE until paid for in full.
3. The dealer consents to the jurisdiction of the Magistrates court irrespective of the amount involved. BCE Foodservice Equipment (herein after referred to as "BCE") reserves the right at its sole discretion to vary this provision.
4. BCE are not responsible for losses or damages incurred by 3rd parties i.e. transport companies, railways and post office, even should they act as agent on behalf of BCE.
5. **Please note any credit for short deliveries will not be granted unless BCE is advised in writing within 24 hours from receipt of goods.**
6. Although every effort will be made by the management of BCE to maintain the pricelist validity for a period of 3 month, due to importing factors (ie. rates of exchanges and duties etc.) BCE reserves the right to change they pricelist without prior notice.

DISCLAIMER

BCE and its agents take no responsibility for any harm or damaged caused as a result of the improper use of any of the products marketed by BCE. BCE and its agents further take no responsibility for any harm or damage resulting from the failure to maintain the equipment in the standard as described in the user manual or as could be reasonably be expected.

THE BCE WARRANTY

What products are covered by the BCE Warranty?

BCE Products are divided into 2 categories namely Small and Electrical Appliances. Each category has different warranty terms.

SMALLS

What warranty is offered on smalls?

There is no warranty or guarantee on small wares, unless the product is faulty on delivery or of inferior production quality. In these circumstances, and at the sole discretion of BCE, the customer shall be entitled to a replacement product or alternatively should no such replacement exist, a full credit.

ELECTRICAL APPLIANCES

What is the period of the warranty for electrical appliances?

The warranty for electrical appliances is for the period of 1 (one) year from the date of sale by the dealer to the end user.

What is covered by the warranty?

All failures or faults of the equipment are covered by the warranty except those expressly excluded in appendix 1.

When will a warranty be invalid?

A warranty shall be deemed invalid, without limiting the generality thereof, if the fault or failure is as a result of the following:

1. The improper use of the product
2. The use of incorrect voltages or faults in building wiring
3. Failure to use the appliance in accordance with the operating instructions
4. Should any person other than a BCE technician or approved BCE service agent effect any repairs what so ever upon the product
5. Or, as a result of any other cause what so ever

The decision as to whether the fault or failure is as a result of the above shall be at BCE's sole discretion.

How do I arrange for a repair of a machine under warranty?

Goods that require repair are divided into 2 categories:

CARRY IN ITEMS

These are counter top items that do not require professional installation that can be moved relatively easily. These items will be required to be taken, at the dealer's cost, to the nearest BCE service centre or accredited repair agent. Equipment due for repairs may be collected from dealers on delivery of new orders.

The item shall be accompanied by a copy of the invoice on which the item was sold by the dealer to the end user. The invoice shall reflect the item and the serial thereof.

LARGE APPLIANCES

Large Appliances items require professional installation and removal. In the event of a failure BCE will send a technician or accredited repair agent to the customer's premises to carry out the repair.

The dealer shall contact the BCE service centre in order to arrange for a technician to be sent. The dealer shall, prior to a technician being dispatched, fax or email, to BCE, a copy of the invoice on which the item was sold to the end user reflecting the **serial number**.

Although BCE will take the greatest care to ensure all repairs are completed within 48 hours of approval, BCE cannot be held responsible for delays due to factors including but not limited to availability of parts, availability of technicians or other factors lying outside BCE's control. Further, BCE cannot be held liable for any loss of income or other harm suffered as a result of delay in repairing equipment.

How do I complete repairs if I have my own workshop?

If you have your own workshop and are an approved BCE repair agent you may complete repairs under the following circumstances:

1. BCE service centre must be contacted and emailed or faxed a copy of the invoice on which the item was sold to the end user reflecting the serial number.
2. The service centre will issue a job number under which you may complete the repair and which must appear on the invoice to BCE for the repair.
3. BCE will send the spares required to complete the repair. The spares will be charged and credited when the damaged parts are returned. The credit will not be issued if the damaged parts are not returned to BCE within in 14 days of completing the repair.

RETURNS POLICY

Why does BCE have a returns policy?

Whilst BCE will continually strive to improve its service levels, the credit and exchange policy needs to be adhered to in order to minimize the negative impact that credit and returns may have on our stock replenishment and ordering systems.

Under what circumstances may I return goods to BCE?

Goods may be returned to BCE if they are faulty on arrival or if the following conditions are met:

- Items may not be returned more than 14 days after their original delivery by BCE to the dealer,
- Items must be unused.
- Items must be complete and packed in their original packaging,
- **Items must be accompanied by a copy of the invoice** upon which BCE supplied the goods to the dealer
- The original packaging must as far as possible, be damage free,
- All original packing materials, manuals, blank warranty cards and other accessories and documentation must be included in the original packaging,
- An **uplift number** must be obtained from BCE **before processing the credit** or exchange. The uplift number will be issued once copies of the relevant invoices have been faxed or emailed to BCE.
- All items shall be returned to BCE **within 7 days** of receipt of the uplift note number.
- All costs associated with the transport of stock back to BCE are for the dealers account.
- BCE reserves the right to impose a handling fee or refuse to a credit on goods returned that do not comply with this policy.

What process must be followed in order to obtain a credit form BCE?

1. Send a copy of your invoice by fax or email to BCE
2. Contact our customer care toll-free number (0800 DEALER) or your BCE sales agent and request an uplift number (UN).
3. Return the item to the BCE central warehouses in Johannesburg or Cape Town immediately upon the receipt of an uplift number.
4. All returns to BCE are at the dealers cost.
5. Should the dealer fail to comply with the above mentioned conditions and processes, no credit will be passed or will any item be exchanged. The item sent for a credit or exchange will be returned to the dealer at his own cost.

6. Any discrepancies including, but not limited to, the following list will result in the item being returned to the customer and neither credit nor replacement will be issued.
 - Items affixed with counterfeit labels or “own” label(s) or affixed with labels exhibiting tampering,
 - Items with any standard certification labels removed,
 - Selected Items with serial numbers which do not match the serial numbers on the package or invoice,
 - Any items that were sent back to BCE without first applying for the necessary uplift number.
7. It is important to note that buyouts, personalised or other customised items may not be returned for a refund unless considered faulty at time of delivery. BCE shall at its sole discretion make judgement upon whether the item was faulty of inferior quality.

What does our credit and returns policy cover?

Goods purchased from BCE may, under certain circumstances, be returned and credited against the dealers account.

These circumstances include:

1. Goods and equipment which are clearly damaged or defective or fails to work immediately after delivery or within a period of 14 days of delivery
2. BCE will exchange a damaged item provided the damage is reported in writing within 24 hours of delivery
3. All damaged items must be returned to the BCE warehouse immediately.
4. BCE will exchange a defective item or alternatively credit your payment of the item provided it is returned with all of its original packaging and contents.
5. BCE will exchange a damaged item provided that the item was not damaged by a third party courier.
6. BCE will exchange or credit an item that was erroneously delivered to you with the correct item or will credit your payment provided the conditions contained in point above are met.

Can I obtain equipment to demonstrate to potential end users?

BCE does not allow machines to be sent out on approval. If you wish to demonstrate a machine to a client BCE has a number of demonstration units which can be requested for this purpose.

What documents should I keep when I return goods to BCE?

The dealer should keep a copy of the delivery note or goods returned voucher on which a member of BCE’s staff has signed for the returned goods. In the event of a dispute this is your proof of return. Failure to produce this document within 14 days of request will result in your credit being declined.

APPENDIX 1

Electrical Equipment

1. PC boards, Motors, Elements, Contactors etc. The warranty for the parts as mentioned above can ONLY be honoured if the fault is due to normal parts failure.
2. The warranty does not extend to wearing parts such as blades, belts, bushes, etc.
3. Globes, fluorescent tubes, cutting units, clutches, fuses are not covered under warranty.
4. Warranty for any parts as above can NOT be honoured if the failure is due to damage, abuse, incorrect application or installation, i.e. power supply, water supply, drainage, gas supply, ventilation, inconsistent power supply, wrong set up of equipment etc.
5. Installation of equipment must be done by a qualified technician registered with a relevant accredited body.
6. Any work done by a 3rd party or non-authorized repair agent on equipment which is still in the warranty period will void any warranty claims. Under no circumstances should any power supply cable which is fitted to equipment be cut and joined with another cable to lengthened or repair it.
7. Proof of sale, which must reflect the serial number of the equipment, will be repaired under warranty at no charge.
8. Replacement of parts and repairs done and will only carry a 3 months warranty.
9. Electrical & electronic parts and components purchased by a 3rd party are non-returnable