

Terms and Conditions of Sale

General

You confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. You agree that if you are unsure of the meaning of any part of the Terms and Conditions of Sale, you will not hesitate to contact us for clarification prior to making a purchase.

These Terms and Conditions of Sale (the “Terms”) fully govern the sale of ~~goods~~ Goods and ~~services~~ Services purchased on this Site. Please read these Terms carefully and make sure that you understand them, before ordering any Goods or Services from our Site. Please note that by ordering any of our Goods, you agree to be bound by these Terms as well as any other documents expressly referred to within them. No extrinsic evidence, whether oral or written, will be incorporated.

We reserve the right to modify these Terms from time to time by posting modified Terms. When the Terms are changed, the date of the latest revision will appear at the top of this page. Every time you wish to order Products, please check these Terms to ensure you understand the terms and conditions which will apply at that time.

We only make these Terms available in the English language.

Formation of Contract

Both parties agree that browsing the website and gathering information regarding the services provided by the seller does not constitute an offer to sell, but merely an invitation to treat. The parties accept that an offer is only made once you have selected the item you intend to purchase, chosen your preferred payment method, proceeded to the checkout and completed the checkout process.

Both parties agree that the acceptance of the offer is not made when the seller contacts you by phone or by email to confirm that the order has been placed online. Your offer is only accepted when we dispatch the product to you and inform you either by email ~~or by phone~~ of the dispatch of your ordered product (“Dispatch Confirmation”). Before your order is confirmed, you may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.

Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time. Where we refuse or cancel an order, we will inform you of this by e-mail. If you have already paid for the Goods, we will refund you the full amount as soon as possible.

Commented [EA01]: Alex, please confirm that we shall also offer services for sale on our website.

Commented [AMK2R1]: Yes we will be having a shopping cart for online/e-commerce activities.

Commented [EA03]: Alex please confirm that we shall be directly selling to clients. If on our website we shall only be redirecting them to buy our products from Kilimall and Jumia and ekitab, then we should not include this part

Commented [AMK4R3]: Yes we will be selling to clients directly through our shopping cart.

Commented [EA05]: Unless our telephone calls to clients are recorded, I find this a risky way of confirming an order. To prove that it happened, it may be our word against the client's word.

Commented [AMK6R5]: We do not record calls therefore, we can remove the phone part

Formatted: Font: Bold

Acceptance of Electronic Documents

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Payment and Pricing

We are determined to provide the most accurate pricing information on the Site to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the ~~website~~Site. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit/debit card charged. In the event that we are unable to provide the ~~services~~Goods or Services, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the ~~products~~Goods.

Prices for our Goods and Services may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

The price of Goods and Services includes VAT (where applicable) at the applicable current rate chargeable in Kenya for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods and Services in full before the change in VAT takes effect.

The price of a Good or Service does not include delivery charges. Our delivery charges are as quoted on the Site from time to time. To check relevant delivery charges, please check our FAQs.

How to Pay

You can pay for Goods or Services by Mpesa, by debit card or credit card or by invoice. For more information about please visit our payment methods page [<http://www.jkf.co.ke/news/Lipa%20na%20M-PESA%20Paybill%20Number%202014.htm>].

Payment for the Goods and Services and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

Delivery

This Site is only for delivery of products to customers within Kenya. We make every effort to deliver goods within 72 hours; however delays are occasionally inevitable due to unforeseen factors. We shall be under no liability for any delay or failure to

Commented [EA07]: Will our FAQs address this? If not, this should be deleted.

Commented [AMK8R7]: We will add that clause as we are also partnering with other ecommerce platforms. I will confirm though.!!

Commented [EA09]: Alex, please insert hyperlink.

Commented [AMK10R9]: Done

Commented [EA011]: Alex, please confirm.

Commented [AMK12R11]: I need to confirm that.

Commented [EA013]: Alex, please confirm if this is the case. I know we have a market in Uganda and Rwanda.

Commented [AMK14R13]: For the time being the delivery is Kenya but we will modify if need be and once I discuss the same with GM S&M

deliver the products within the estimated timescales where they did not occur due to our fault or negligence.

You agree not to hold the seller liable for any delay or failure to deliver products or otherwise perform any obligation as specified in these Terms ~~and Conditions of Sale~~ if the same is wholly or partly caused whether directly or indirectly by circumstances beyond our reasonable control.

Queries

Any queries relating to invoices must be lodged with the Company within 10 days from the date of invoice.

Return of Goods

~~The Company~~We will accept return of goods ~~only under the following conditions:~~

Indemnity

You agree to indemnify us, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to your breach of these Terms and Conditions of Sale.

Applicable Law and Jurisdiction

These Terms and Conditions shall be interpreted and governed by the laws in force in Kenya. Each party hereby agrees to submit to the jurisdiction of the Kenyan courts and to waive any objections based upon venue.

Arbitration

Any disputes, controversies, or differences arising out of the implementation, interpretation, performance of these Terms and Conditions, shall be finally settled through arbitration by a single arbitrator to be appointed in accordance with the rules of Chartered Institute of Arbitrators. The arbitrator shall be a person who is legally trained and who has experience in the information technology field and is independent of either party. The venue of the arbitration shall be Nairobi. The language used in the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding and may be entered in any court of competent jurisdiction and enforced in accordance with the Arbitration Act 1995 ~~as amended from time to time. Chapter No. 4.~~ Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through competent courts.

Severability

If any portion of these Terms or Conditions of Sale is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Sale and shall not affect the validity or enforceability of any other section listed in this document.

Miscellaneous Provisions

~~You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.~~

Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Sale to any third party is prohibited unless agreed upon in writing by the ~~seller~~Us.

We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Sale to any third party.

~~If we fail to insist that you perform any of your obligations under these Terms, 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.~~

Notice of Copyright Infringement

Last updated on [] October 2017.

Commented [EAO17]: This was already provided for above under Electronic Documents.

Commented [AMK18R17]: Okay