

Bushwakka Africa – Standard Terms and Conditions of Sale

1. Quotations & Validity

- 1.1. A formal **quotation** will be provided to the client upon request.
- 1.2. Quotations remain valid for a period of **14 (fourteen) business days**.

2. Payment Terms

- 2.1. A **10% (ten percent) deposit** of the total quotation secures the sale (**refunds of deposits are subject to T&Cs**).
- 2.2. A **40% (forty percent) deposit** of the total quotation is payable on the date of acceptance of the quotation (**refunds of deposits are subject to T&Cs**).
- 2.3. A further **25% (twenty-five percent) payment** is due at the time that **assembly starts**.
- 2.4. The remaining **25% (twenty-five percent) of the total balance** is payable on the day the **trailer is collected or delivered**.

3. Manufacturing & Timelines

- 3.1. **Timelines provided are guidelines only**. Bushwakka Africa cannot be held liable for any delays due to operational challenges, including supply chain disruptions, material shortages, or any other factors outside of our control.
- 3.2. Due to the **manual manufacturing process**, minor **scratches and dents** may occur on the bodywork. Bushwakka Africa will ensure this is kept to a **minimum** and does not affect the **functionality or structural integrity** of the product.

4. Cancellation & Refund Policy

- 4.1. If the client **cancels a transaction** before completion or delivery, Bushwakka Africa reserves the right to **retain a portion of the amount paid as a fair cancellation fee** for incurred costs.
- 4.2. Refunds of deposits are **subject to the Terms & Conditions** and will be reviewed on a **case-by-case basis**.

5. Ownership & Security of Payment

- 5.1. **Until the full invoiced amount is paid, ownership of the product remains with Bushwakka Africa.**
- 5.2. No trailer or product will be released until **full payment** is received.
- 5.3. Any **attempt to take a product without full payment** will be considered **theft**, and criminal charges may be filed.

6. Warranty & Liability

6.1. Warranty Exclusions:

- Any **deliberate misuse** of the product, including use outside of its **intended purpose**.
- Damage due to **modifications, neglect, or improper storage and maintenance**.
- Wear and tear from **off-road use beyond design specifications**.

6.2. **The client indemnifies Bushwakka Africa** against any and all liability related to **licensing and/or patent issues** that may arise concerning the specification, design, and manufacturing of the product.

7. Use of Product & Marketing Rights

7.1. Bushwakka Africa reserves the **right to use photos of completed trailers** (including those with branding or added equipment) for **promotional purposes**.

8. Collection, Delivery & Risk Transfer

8.1. **Handover and collection** of finished products will take place at **Bushwakka Africa's factory or at our nominated agent's premises**.

8.2. **Delivery can be arranged at an additional fee**.

8.3. **Bushwakka Africa is not liable for any damage that may occur during shipping and exporting**.

However, we will take every precaution to **properly pack and load** the product to minimize the risk of damage.

8.4. Once the product has been **collected or delivered**, the **client assumes full responsibility for insurance arrangements** and any potential transport-related damage.

9. Storage & Abandoned Goods

9.1. Bushwakka Africa **will not be held responsible or liable for loss or damage** to any **goods or equipment not collected after payment is made**.

9.2. Any **goods stored or left at our factory or facilities** for any reason are done so **at the client's risk**.

10. Errors & Omissions

10.1. **Errors & Omissions Excepted (E&OE)**. Terms & Conditions apply.