

TERMS & CONDITIONS

Seller: Pendeza, Kisumu, Kenya.

Prices

- Freight and insurance charges are additional and subject to a separate agreement.
- Before the production of any fabric, the respective proforma invoice must be approved in writing.
- Cancellation, change, or modification can be made according to the following conditions:
 1. Cancellation within 2 days after order final confirmation, cancellation fee is 40 USD per order.
 2. Cancellation after design drawing, cancellation fee is 50% of the order value.
 3. Cancellation after raw yarns have been dyed, cancellation fee is 75% of the order value.
 4. Cancellation after the order has been woven, cancellation fee is the full amount of the order value.

Customized Orders

- Customers can provide us with their design, size, texture, and weave.
- Acceptance of any orders caused by delayed or late confirmation will be subject to late delivery at least equivalent to the time of delay or late.
- Seller reserves the right to sell or not sell any specific grade of design of woven fabric that could impinge on previously established sales channels or design agreements.

General Terms of Sales

- All fabric orders require a 50% deposit with order placement, and the last 50% shall be made at least 7 days before delivery by telegraphic transfer or mpesa.
- A signed packing slip constitutes delivery.
- The seller reserves the right to discontinue or to change the patterns, colours, and specifications of fabric without prior notice.
- Seller reserves the right to hold, rescind or terminate any production or any accepted order should Purchaser delays in providing necessary contribution including but not limited to design confirmation or payment in due time.

Manufacturing Limitations

- Shipping and delivery extensions can be made at least 7 days before shipment, provided that the Seller reserves the right to additional costs and expenses incurred.
- Purchaser shall make an initial inspection of all complaints which contain at least 3 photographs at a different angle of view and a reasonable resolution as well as a written report, and such inspection shall be sent to Seller within 7 days upon the receipt of the goods or the claim from a customer.

Disclaimer

- Colours may vary from dye lot to dye lot, also colours tend to change with age and/or light exposure. Claims made on colour shift, therefore, will not be considered.
- Handspun products will vary in texture
- No claim will be considered on fabrics which have been improperly used and cleaned.
- Claims for lost or damaged goods must be entered against the carrier.

- Purchaser must satisfy himself within 7 days of receipt that the goods delivered are as ordered and have been received in good order and condition.
- Seller shall not be held liable for delay, alteration, non-delivery or non-shipment, if occasioned by the act of the Customs, God, War, Strikes or any occurrences or defaults whatsoever which are unavoidable or beyond Seller's control.
- The maximum liability we will consider on any complaint is limited to the exact cost of the goods excluding freight, transportation, packing, and others.
- All goods delivered to the designated port of shipment and vessel or air vehicle constitute delivery.
- Losses or short delivered, the supplier shall not be obliged to accept any claims for loss or short delivery unless the claim is made in writing with full particulars and lodged within 7 working days together with appropriate documentation.

