

## Terms & Conditions of Sale

This document outlines the unified Terms & Conditions applicable to all sales of goods and services by Aqua Horizon Technologies (pty) Ltd, including sales made through online platforms and direct purchases. These Terms & Conditions supersede any prior terms and form a binding agreement between Aqua Horizon Technologies (pty) Ltd and the Buyer ("Purchaser").

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### 1. Applicability & Contract Formation

These Terms & Conditions apply to all sales, including website purchases and direct orders. By placing an order or accepting delivery, the Purchaser agrees to be bound by these terms.

No additional or conflicting terms shall apply unless expressly agreed in writing. Commencement of performance, order acknowledgment, or shipping constitutes contract acceptance.

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### 2. Prices, Taxes, and Additional Fees

Prices are subject to change without notice. Prices exclude VAT, sales tax, duties, brokerage, insurance, freight, and other charges unless otherwise specified.

The Purchaser is responsible for all such costs, and any change in tariffs or government-imposed charges may be billed separately.

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### 3. Payments

Payment is accepted via EFT or major credit cards (Visa, MasterCard, Diners, American Express) through PayPal. No card data is stored by AHT Watchdog.

Unless otherwise agreed in writing, payment is due NET 30 days from invoice. For online store purchases, transactions are processed in ZAR.

Disputed invoices must be reported within 30 days. Aqua Horizon Technologies (pty) Ltd may charge interest on overdue amounts and suspend deliveries.

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### 4. Order Cancellation

Orders may be cancelled within 7 days of acceptance. After this window, cancellations are not allowed unless otherwise agreed.

Unrecoverable costs, restocking fees (up to 20%), and de-installation costs may apply. Orders cancelled in parts may lose quantity-based discounts.

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### 5. Delivery, Shipment & Risk of Loss

Delivery terms follow INCOTERMS 2020. Domestic deliveries transfer risk at first carrier handoff. International deliveries transfer risk at border crossing.

Partial shipments may occur and be invoiced separately. Aqua Horizon Technologies (pty) Ltd is not liable for delays due to third-party suppliers or Force Majeure events.

Purchaser is responsible for any additional fees resulting from tariff charges.

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### 6. Inspection and Returns

The Buyer must inspect goods within 7 days of receipt and notify Aqua Horizon Technologies (pty) Ltd of any nonconformance.

Returns of unused standard goods must occur within 15 days of invoice with prior approval. A restocking fee of up to 20% applies.

Returned products must be in original packaging, unused, and resaleable. Buyer is responsible for return shipping.

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## **7. Title and Ownership**

Title to goods transfers only upon full payment. For online and international orders, risk of loss transfers per INCOTERMS 2020 once handed to the carrier.

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## **8. Limited Warranty**

Aqua Horizon Technologies (pty) Ltd warrants goods for 12 months against defects in materials and workmanship. Warranty claims require written notice and product return for evaluation.

Warranty exclusions include misuse, unauthorized repairs, environmental damage, and third-party component failures. Consumables and samples are not covered.

Aqua Horizon Technologies (pty) Ltd may repair, replace, or refund defective goods at its discretion. Parts replaced under warranty may be new or refurbished.

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## **9. Limitation of Liability**

Aqua Horizon Technologies (pty) Ltd shall not be liable for indirect, incidental, special, or consequential damages, including loss of profits or business interruption.

Total liability is limited to the purchase price of the product or service in question. This limitation applies to any legal theory, including negligence.

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## **10. Export, Compliance & Use Limitations**

The Buyer agrees to comply with all applicable export/import laws. Products may not be used in nuclear, medical, or defense applications unless explicitly approved.

Use contrary to product documentation voids all warranties.

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## **11. Proprietary Information & Privacy**

All technical and business information shared by Aqua Horizon Technologies (pty) Ltd is confidential. The Buyer agrees not to disclose or use proprietary information without consent.

Personal information is handled in accordance with POPIA and the Aqua Horizon Technologies (pty) Ltd Privacy Policy.

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## **12. Software**

Software is licensed, not sold. Use is restricted to operation with Aqua Horizon Technologies (pty) Ltd products under applicable licenses. Open-source components are governed by their respective licenses.

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## **13. Customized Products**

Custom orders may require prepayment. Claims of nonconformance must be made within 10 days.

Custom orders are non-cancellable and non-returnable unless defective.

The Buyer indemnifies Aqua Horizon Technologies (pty) Ltd from IP infringement claims arising from custom specifications.

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#### **14. Force Majeure**

Neither party is liable for delays or non-performance due to circumstances beyond their control, including natural disasters, government actions, or supply chain disruptions.

Delays extend delivery timelines. After 3 months of delay, affected orders may be cancelled without penalty.

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#### **15. Governing Law & Disputes**

This agreement is governed by South African law. Disputes shall be resolved in the jurisdiction of Pretoria, South Africa.

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#### **16. Entire Agreement**

This document represents the complete agreement between the parties. No amendments are valid unless in writing and signed by authorized representatives of both parties.