

Terms & Conditions of Sale

This document details our key *Terms and Conditions of Sale*, as displayed in-store and on our official company website www.ayanah.co.ke and *Facebook* page.

Ayanah Enterprises Ltd (hereafter referred to as *Ayanah*) encourages all customers and potential clients to read and understand the various rules, regulations and policies, as we shall assume your acceptance of the same, from the moment an order is placed with us. Every effort has been made to make this information freely available, and therefore Ayanah is not responsible for any decision not to enquire upon the Terms of Sale prior to placing an order.

A customer's statutory rights are not affected by the content of this document, but due to the nature of the customised furniture business, there are several provisos/conditions herein which do not typically apply to ready-made purchase-and-sale businesses, and we encourage all customers/clients to familiarise themselves with these provisos/conditions.

PRODUCTS

1. **Availability** – as some fabrics and materials are sourced from our network of suppliers, we cannot 100% guarantee that all materials and fabrics ordered will be available by the time the deposit payment is processed. We cannot guarantee 100% accuracy of information provided by our suppliers regarding availability of fabrics and materials, although issues of such kind are rare.

In the result of a lack of availability of planned materials, the customer will be provided with alternative options from which to choose. Ideally the customer(s) should make themselves available to make their choice from the selection of alternatives provided. When a change from the original specification is proposed, digital imagery is typically not a reliable form of verification and/or selection, as the true texture and/or colour may not be easily observed.

2. **Quality** – We source from quality suppliers. Occasionally, if there is an issue with quality, it is perhaps in relation to a specific material provided by a supplier. We will do our utmost to resolve such issues, but the process may take time, and we appreciate that our customers understand this, as we work on their behalf to resolve the issue.

If an issue is caused by our own internal quality processes, we will do our utmost to rectify issues in a timely manner, subject to industry standard manufacturing timeframes and material/skilled worker availability. When it comes to quality, rushing jobs is almost never a means to an end. All timeframes provided are educated estimates, and subject to minor variation within reason. This is in the interests of our customers, to help achieve a quality result.

3. **Accuracy** – we strive to ensure accuracy of prices, dimensions, product codes etc. There may be occasional errors, but in such cases, we do our utmost to reach a fair resolution, within a reasonable timeframe.

If there are errors on the part of the customer regarding accuracy of information / measurements / specifications provided to Ayanah, we will do our best to reach a fair solution, but there may be a cost implication if the error is not caught soon enough in the manufacturing process. In such cases, if the customer wishes the error to be corrected, it is subject to their agreement to cover any such costs (where applicable), whether for additional materials, labour, transport or other miscellaneous costs.

4. **Warranty** – Ayanah grants or implies no warranties of any kind relating to products sold, however we show an unbound, voluntary sense of customer care, assisting where possible, practical, and reasonable to do so, during the initial 6 months after a purchase is made.

When an issue may be easily attributed to misuse or abuse of the item(s), the costs of implementing any repair must be borne by the customer. This includes materials, labour, transport and other miscellaneous costs.

5. **Pricing** – Prices displayed are inclusive of VAT and subject to change without prior notice. Where a price has been given in error, we reserve the right to correct that price upon the error being identified. In the event of any confusion over pricing, the Ayanah website price (subject to any customization that was calculated and applied) will take precedence).

6. From time to time, we may choose to publish special deals and prices on Facebook and other social media. These are typically intended to be for a fixed duration. Due to the nature of social media, these temporary or outdated prices may still appear on individual posts. We do not have control over such items, and in such cases, we will refer

customers/clients/prospects to the standard pricing as per our company website (subject to any customization that may need to be calculated and applied).

ORDERS & DEPOSITS

1. **Stock Order Deposits** – comprises of in-stock merchandise. A non-refundable 20% deposit will be accepted, in order for us to reserve the item(s) for a maximum of 7 calendar days. Failure to complete the rest of the payment within that timeframe will result in the reservation being removed, and the deposit will be retained by Ayanah as a Cancellation Charge.
2. **Custom-Made Order Deposits** – comprises of furniture, fittings, upholstery and other works made according to customer specifications (including materials, measurements, colour, finish etc.). This also includes repair, re-upholstery and re-polishing. A **minimum non-refundable 70% deposit** is required for custom orders, inc. of VAT. **Higher-value or deeply discounted orders may require an 80%-90% deposit**, to be decided on a case-by-case basis. Fabrics or other unfinished or raw materials may go out of stock arising from customer delays with payment. Ayanah will not be held responsible for issues caused by such delays, but we will do our best to assist customers with choosing alternative fabrics/raw materials where applicable. No refunds will be offered or issued in the case of such an issue being caused by a customer's delay with payment.
3. **Raw Material / Fabric Order** – When a fabric or other unfinished material/product is to be sourced from one of our suppliers, full payment for that fabric or material is required in advance of ordering.
4. **Design & Production** – Materials purchasing will only commence when the requisite deposit amount has been received. Delays may occur if the deposit is delayed or paid in instalments that are less than the standard 70% Order Deposit. **Manufacture will only commence upon confirmation of the product specification document by the customer.** This document is presented to every customer either by email or with in-store verification. Delays in approving the document may result in delays in completing the order according the planned schedule.
5. **Timings** – while we do our best to estimate the amount of time required for a piece of work. These timings are approximate. We will do everything in our power to achieve a planned deadline, but occasionally circumstances may arise where it is not possible to achieve the deadline. In such cases, we will do our best to update customers on any required extensions. Likewise, sometimes jobs finish quicker than expected, and we will update customers accordingly. Delays in product completion happen from time-to-time for a variety of factors, and we kindly request that our customers bear this in mind when making a purchase. We are committed to quality, and that commitment prevents us from rushing a job to meet an unrealistic deadline.
6. **Cancellation** – Stock Order & Custom-made order cancellations will result in the retention by Ayanah of the full deposit paid, without exception. However, from time-to-time, due to the very nature of customised work, there may be occasional errors, unmatched expectations or deviations from the agreed specification (whether intentional or unintentional – i.e. by necessity or by accident).

Where Ayanah is clearly at fault for an item not matching the agreed specification (to within a reasonable and/or acceptable standard deviation/tolerance), and assuming this is made immediately clear at the time of customer inspection (i.e. sign-off) prior to delivery, then Ayanah will do its utmost to prioritise and rectify the issue in a timely manner (assuming it is realistically possible).

Ayanah will not attempt to sell items from cancelled orders on behalf of customers, with just one exception: For customers who wish to change their custom-made orders within a timeframe at the discretion of Ayanah, they must clear any outstanding balance for the initial item, and then purchase the new item(s) for the same or greater value.

In such cases, the full 70%-90% deposit will be due upfront for the replacement item, and also the full balance payment upon completion, prior to delivery, as with any new order. When Ayanah then finds a buyer (or potential buyer) for the original cancelled item(s), we will notify the customer. Ayanah cannot guarantee that they will find a buyer, and cannot guarantee that the full original price will be paid by any potential customer. If a buyer has not been found within a 9-month period, Ayanah reserve the right to request that the customer collects the items, with no payment due.

If there is a difference between the original price, and the proposed customer offer, then the customer will be notified, in order to make a decision regarding whether to sell, whether to leave the item on display until a better comes, or whether to just take the item(s) into their own possession.

Payment of any refund arising from the above scenario will not be made to the customer until the new buyer has completed payment, and the refund amount cannot be greater than the price at which the items are sold.

7. **Part-exchange / Trade-In** – Ayanah does not accept goods, whether previously purchased from us or not, as payment for goods or payment towards an order.
8. **Balance Payment** – All outstanding balances must be paid IN FULL prior to delivery of the product(s). There are NO EXCEPTIONS TO THIS POLICY – EVER. Therefore, please do not ask for an exception to be made, to avoid potential offense.

For orders in excess of 200,000 KES, if certain items are ready earlier than others, we provide the option to deliver in stages, as long as payment is made in full for all items delivered to or collected by the customer, and a minimum of 70% of the value of the remaining undelivered items is cleared by the customer in advance. For cheque payments, we will not deliver until those cheques have cleared successfully in the company accounts.

9. **Surcharge** – 1.5% of the amount outstanding will be charged (per calendar month) on amounts that remain unpaid 30 days after the notification is sent regarding the availability of the goods for inspection/payment/delivery/collection. This surcharge is separate to the Storage Fee which also applies. The same percentage applies whether the items have been delivered or collected - or if they are still at Ayanah's premises.

VAT & VAT EXEMPTION

1. Full payment inc. of VAT, will be expected for all goods sold, unless fully-completed and approved VAT-EXEMPTION documentation has been provided and verified. There must be a VAT-EXEMPTION certificate, and any invoice must only be issued to the VAT-EXEMPT organisation, not to an individual.
2. In the case of a VAT Refund request, a refund of VAT will only be made after receipt of such forms and proofs, and those forms must be received within 3 months of the date of pro-forma invoice or deposit payment. VAT refunds after this time period has elapsed may not be possible.

PAYMENTS

1. We can accept payments by cash, credit card, cheque or direct transfer to our bank account. We may be able to accept M-PESA, but customers are kindly requested to confirm in advance if this option is available.
2. Ayanah can accept payment in Foreign Currency, if all Forex charges and other banking charges are accounted for, at the Barclays Bank exchange rate, resulting in the correct amount paid in Kenyan Shillings as per the invoice.
3. Deliveries for payments made by cheque, bankers' cheque, direct transfer or international transfer will only be made after we have received confirmation of the receipt from our bank. Customers are requested to pay earlier than the delivery date to help avoid delays in scheduled delivery dates.
4. All purchases should receive a valid ETR. If you have placed a purchase, and have not received a valid ETR upon completion of payment, then email: info@ayanah.co.ke for the matter to be investigated.

CLAIMS AND RETURNS

1. Claims for workmanship defects, shortages and errors must be made within 48 hours after receipt of the goods. These must be documented in writing on our copy of the delivery note, or by email. Upon receipt of the complaint, we shall do the needful and if the error is on our side, we will do our utmost to resolve the issue.
2. We do not accept returns of stock that was on offer or at clearance prices.

3. If a customer fails to pay a balance within 60 days of our initial notification that the items are ready for inspection/payment/collection/delivery, the customer will be adjudged to be in breach of the sale agreement, and the items may be resold by the seller at a reduced price of their choosing to recover the funds. In such cases, the **customer deposit is non-refundable**.

DELIVERY & STORAGE

1. **Delivery** – is available on Tuesday and Saturday. All in-stock items may be scheduled for as soon as possible, depending on the time-slot available on the schedule. Anticipated delivery dates are estimates only, and subject to change at short notice, due to unforeseen circumstances, such as political unrest, safety issues, traffic jams, accidents etc. Deliveries on other days of the week are possible, but will not be covered by the FREE DELIVERY terms.
2. **Transport Charges & Free Delivery Policy** – Free delivery will apply within Nairobi, provided the value of the goods to be delivered is minimum 100,000 KES. A transport charge will apply for goods below the 100,000 KES threshold, based on the location. Deliveries outside of Nairobi will be charged at rates calculated based on the distance, road condition, and timing. We provide the basic standard of wrapping to protect items on a short trip. Additional charges will apply for heavier packaging on longer trips, or trips with unusually poor road conditions.
3. **Collection by Customer** – Ayanah will not be responsible for packing goods for items being collected by customers. Customers must arrange for this service themselves. Advance payment for packing charges will be required if customers wish for Ayanah to handle the packaging on their behalf. Ayanah will not be held responsible for accidents, damage or issues that arise from a customer choosing to use their own transport.
4. **Clear Passage** – Customers must ensure a clear path is provided up to the delivery space. **Our staff will not be responsible for disassembling or removing any furniture or objects that may be obstructing the path, or for scenarios that create difficulty with the delivery.** Ayanah shall not be responsible for damage caused by maneuvering around obstructions, narrower-than-standard door-frames, restrictive gate widths, unusually tight corners, narrow staircases, squeezed attics and similar access issues. It is the customer's responsibility to ensure that the furniture purchased can be delivered to the planned space.
5. **Storage Fee** – 2% per week will be charged on goods that are not collected as per the agreed timetable, once the customer has been notified that they are ready for delivery/collection. This applies also to scenarios where customers are not available to clear their balance – the clock will start counting from the notification (by email, phone, SMS, letter or other means), whether or not the customer has had the opportunity to acknowledge the attempted communication.

Goods that remain uncollected for more than 2 months from the date of notification that they were ready for delivery/collection will be put on sale at a price of Ayanah's choosing, whether they have been paid for or not, with no refund due to the customer.

Thank you for choosing to buy at Ayanah, and therefore agreeing to abide by our Terms of Sale
The Management