

TERMS OF SALE - 1 August 2023

1. Good Hope Imports (Pty) Ltd "GHI" owns and distributes various brands, like Red Pole Energy, amongst others.

QUOTES

2. All quotes provided by GHI are valid for a specified period of time as stated in the quote itself or as communicated separately in writing. The validity period is subject to change at GHI's discretion.
3. GHI reserves the right to adjust the quoted prices.

ORDER PLACEMENT

4. Orders can be placed by purchase order, email, online shop, handwritten note or Whatsapp.
5. All orders placed are subject to availability.
6. Reseller prices are subject to minimum order quantities as specified on the price list.
7. By placing an order, you represent and warrant that you are authorized to make the purchase and that all information provided is accurate, complete, and current.

ORDER ACCEPTANCE

8. After receiving an order, we will send Sales Order or invoice to the email address provided. This confirmation does not signify acceptance of the order; it is merely a confirmation of receipt.
9. GHI reserves the right to cancel any order partially or in full at any time.
10. All orders must be confirmed in writing before products will be despatched or collected from our office.
11. Reseller Prices are only available to approved resellers.

PRICING & PAYMENT

12. GHI does not under any circumstances fix prices that resellers need to adhere or subscribe to.
13. Due to the nature of fluctuating exchange rates, all prices are subject to change. Enquire about updated prices before confirming orders.
14. Reseller prices are quoted Ex Vat & Ex Shipping, unless specified.
15. All goods remain the property of GHI until fully paid for.
16. All customers will trade on a payment-in-advance basis. Payment has to reflect in our bank account before we will despatch the goods. Unfortunately, we cannot despatch on Proof Of Payment.
17. Resellers can only make payments by electronic funds transfer.

TRANSPORT OF GOODS

18. FREE COURIER DELIVERY applies on all Reseller purchases above R70 000 (Bicycle Lights above R3 000, OTHER LIGHTS above R6000) to major centra in South Africa. This will be by Economy Road Freight and can take up to 72 hours to major centres, or 24 hours more for outlying areas. Expedited delivery will be for the reseller's account.
19. Refer to [SHIPPING POLICY](#) for more details.

WARRANTIES

20. In the event of product defect or dissatisfaction, refer to our [WARRANTY AND RETURNS POLICY](#).

RETURNS

21. In the event that you need to return a non-defective product, refer to our [WARRANTY AND RETURNS POLICY](#) for detailed instructions on how to proceed in

LIMITATION OF LIABILITY

22. In no event shall GHI, its directors, officers, employees, agents, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, goodwill, or business interruption, arising out of or in connection with the use or inability to use our products or services, whether based on contract, tort, negligence, strict liability, or any other legal theory.
23. GHI shall not be held liable for any damages or losses resulting from the unauthorized access to, or alteration, transmission, or disclosure of your personal information or data.
24. You agree that your use of our products or services is at your own risk. GHI does not make any warranties, express or implied, regarding the quality, accuracy, reliability, or suitability of our products or services for any particular purpose.
25. In any event, the total liability of GHI and its directors, officers, employees, agents, or affiliates for any claim arising out of or related to our products or services shall not exceed the amount paid by you, if any, for the specific product or service giving rise to the claim.

TRANSFER OF RISK OF OWNERSHIP

26. The risk of loss or damage to the products shall pass to you upon delivery. Delivery shall be deemed to occur either when the products are physically delivered to your designated address or when the products are made available for pickup or collection, as specified by the chosen delivery method.
27. Once the risk of ownership has been transferred to you, you assume full responsibility for the products. GHI shall not be held liable for any loss, theft, damage, or destruction of the products thereafter, regardless of the cause.
28. If you refuse or fail to accept delivery of the products without justified reason, the risk of loss or damage shall still pass to you at the time of the attempted delivery. In such cases, you may be responsible for any additional costs incurred by GHI as a result of the refusal or failure to accept delivery.
29. It is your responsibility to ensure that the delivery address provided is accurate and accessible. GHI shall not be held liable for any delays, losses, or damages arising from incorrect or incomplete delivery information provided by you.
30. If you believe that the products have been lost, damaged, or incorrectly delivered, you must notify GHI promptly. Refer to our [WARRANTY AND RETURNS POLICY](#) for detailed instructions on how to proceed in such cases.

CONTACT DETAILS

Address : Unit 8A, The Woodmill, Vredenburg Road, Stellenbosch, 7600, South Africa
Email : support@redpoleenergy.co.za
Phone : +27 021 023 3325