

Afrikes Group LTD  
Headquarter:  
11 Bryony Way  
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Mansfield NG19 9AN  
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Tel: +44 7522607680  
[info@afrikesgroup.com](mailto:info@afrikesgroup.com)

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Afrik Entertainment Solutions  
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## **Terms & Conditions of Sale – Consumer Sales**

By placing an order with Afrikes Group s.a.r.l Sales, you are accepting our terms and conditions. Afrikes Group s.a.r.l Sales is a trading division of Afrikes Group s.a.r.l. Terms and Conditions updated December 2021.

### **Please Note: Consumer or Business Customer?**

These terms and conditions apply to customers of Afrikes Group s.a.r.l who purchase goods as consumers and your order is made over the telephone or through our website, or by mail order or even thereof.

If your purchase is made in pursuit of a business or corporate body; or by individuals ('consumers') who make purchases in person or following a demonstration of the goods, please refer to the document

**Terms & Conditions of Sale for Business Customers**, which shall apply in these circumstances.

Copies of all Terms & Conditions documents can be found on our website at [www.afrikesgroup.com/termsandconditions](http://www.afrikesgroup.com/termsandconditions). Or on demand via any means if our website is still under Construction.

### **Definition of expressions used:**

**“Goods”** shall mean all goods and services which the Customer agrees to buy from Afrikes Group s.a.r.l including replacements for defective Goods, hardware, documentation and software products licensed for use by the Customer.

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“Afrikes Group LTD” shall mean Afrikes Group s.a.r.l. whose principal place of business and registered office is at **Entrée Maetur Mimboman, Nkolo II Shakespeare BP: Yaoundé Cameroon**

“**Contract**” shall mean the Contract between Afrikes Group s.a.r.l and the Customer for the sale of Goods by Afrikes Group s.a.r.l to the Customer.

“**Customer**” shall mean the person, company or any other body that purchases or agrees to purchase Goods whether a Consumer, Business Customer or Credit Customer.

“**Business Customers**” shall mean Customers who purchase goods in the pursuit of a business.

“**Consumer**” shall have the same meaning as attributed by The Consumer Protection (Distance Selling) Regulations 2000 or any statutory modification thereof.

“**Working Days**” shall mean Tuesday to Saturday inclusive but exclusive of Bank Holidays.

## 1. Orders

**1.1.** All contracts of sale made by Afrikes Group s.a.r.l shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the customer.

**1.2.** Cancellation of orders by customers will be accepted only in case of faulty Goods. Statutory or contractual rights to reject faulty goods.

**1.3.** All orders are subject to acceptance and to availability of the goods ordered. Afrikes Group s.a.r.l I is entitled to refuse any order placed by you.

**1.4.** Written confirmation is not required for a telephone order, but if the Customer sends written confirmation such confirmation must be marked 'Confirmation Only' to avoid liability for a

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duplicated delivery. Any resulting duplication of delivery shall be the responsibility of the Customer.

## 2. Prices

**2.1.** Goods and services are invoiced at the price prevailing at the time of order.

**2.2.** All advertised prices for Goods, unless explicitly shown otherwise, are in Pounds Sterling and XAF as we deem fit and are subject to Value Added Tax (VAT) at the relevant rate ruling on the date of dispatch (Which currently in England stands at 17.5% and 19.5% in Cameroon) . Prices do not include the cost of carriage, packaging or other charges which becomes payable under any contract with Afrikes Group s.a.r.l.

**2.3.** Afrikes Group s.a.r.l reserves the right to modify prices from time to time.

## 3. Delivery, Title and Risk

**3.1.** Afrikes Group s.a.r.l shall use reasonable endeavors to dispatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay. A customer is entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

**3.2.** Afrikes Group s.a.r.l does not accept liability for shortages or damage to deliveries unless the Customer notifies Afrikes Group s.a.r.l of the shortage or damage in writing within 48 hours of receipt of the delivery.

**3.3.** Delivery is deemed to take place when the goods are collected or delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.

**3.4.** Title in the goods does not pass to the Customer until payment is received in full by Afrikes Group s.a.r.l

**3.5.** If the Customer cannot accept delivery, Afrikes Group s.a.r.l may at its option:



a. store and insure the goods at the Customer's expense and risk or

b- sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or

c- re-arrange delivery provided that Afrikes Group s.a.r.l may charge the Customer for the additional delivery costs incurred.

**3.6.** The Customer may request a Proof of Delivery, provided that this request is made in writing within 30 days of the date of delivery and Afrikes Group s.a.r.l shall use reasonable endeavors to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

**3.7.** Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. Afrikes Group s.a.r.l shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

## **4. Export**

**4.1.** Carriage will be charged on orders involving Export at the appropriate rate prevailing at the date of dispatch.

**4.2.** The Customer is responsible at their own expense to obtain any import or export license or any other documentation deemed necessary by any compliant authority.

## **5. Payment**

**5.1.** Payment is due prior to shipment unless a Customer has been approved for credit. Afrikes Group s.a.r.l standard credit terms require payment within 30 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

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**5.2.** Payment can be made by cash, cheque, bankers draft of credit card (subject to any agreed surcharges).

## **6. Product Specifications**

**6.1.** Afrikes Group s.a.r.l makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

**6.2.** If Afrikes Group s.a.r.l supply the goods ordered by the customer, Afrikes Group s.a.r.l reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to Afrikes Group s.a.r.l in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

**6.3.** Afrikes Group s.a.r.l must adhere to the manufacturer's guidelines stipulating that a given defect(s) that are deemed acceptable before an item is accepted for replacement on grounds of fault.

## **7. Trade names & Trademarks**

**7.1.** Trade names and marks (other than Afrikes Group s.a.r.l) are not always indications of the actual manufacturer of a product and may rather be indicative of general use systems and machines associated with such products.

**7.2.** In the case of the purchase of components and 'consumables' Customers requiring a particular brand of product should, before placing an order, check with Afrikes Group s.a.r.l the identity of the manufacturer of component it is proposed to purchase.

**7.3.** Afrikes Group s.a.r.l and the Customer acknowledge the intellectual property rights of suppliers and manufacturers of the products appearing in Afrikes Group LTD's sales literature and on Afrikes Group LTD's website.

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## 8. Warranties & Returns.

**8.1.** Afrikes Group s.a.r.l is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below. Customers may also be protected by the Consumer Protection (Distance Selling) Regulations 2000 (see Clause 13.)

a) Afrikes Group s.a.r.l staff will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you. Authorized product returns must be sent to: Afrikes Group s.a.r.l Sales Returns Afrikes Group s.a.r.l nominated Address ) If we have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

b) A Goods Returns Authorisation Number (RAN) must be obtained from Afrikes Group s.a.r.l for each return so that we are able to administer your return, otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. The RAN must be clearly shown on each parcel returned and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seals intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

c) Afrikes Group s.a.r.l cannot accept liability for returned packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

d) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.





e) On receipt of the returned product, if following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods pursuant to Clause 13.

f) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a Cameroonian mainland address carry a specified manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we will refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. This does not affect your statutory rights.

g) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

h) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licenses are non-returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

**8.2.** Subject to the right of Consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (see Clause 13), Afrikes Group s.a.r.l does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to

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other customers. Accordingly, orders for such goods cannot be cancelled and Afrikes Group s.a.r.l can only return or repair Goods where they prove to be defective and the Goods are returned for repair or replacement.

## 9. Afrikes Group LTD's liability

**9.1.** In its dealings with Customers, Afrikes Group s.a.r.l shall under no circumstances be liable for any consequential or indirect damage or loss, however caused. Afrikes Group s.a.r.l 's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

**9.2.** Nothing in this agreement shall limit Afrikes Group s.a.r.l 's liability for death or personal injury caused by its negligence.

## 10. Health & Safety

**10.** Afrikes Group s.a.r.l confirms that the goods it supplies as a distributor do not present a hazard to health and safety

- a) when properly used for the purpose for which they are designed; and
- b) if the Customer takes reasonable and normal precautions in their use.

## 11. Force Majeure

**11.1.** Afrikes Group s.a.r.l shall not be liable to the Business Customer/Consumer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of Afrikes Group s.a.r.l 's obligations in respect of the Goods, if the delay or failure was due to any cause beyond Afrikes Group s.a.r.l 's reasonable control. Without prejudice to the generality of the





foregoing, the following shall be regarded as causes beyond Afrikes Group s.a.r.l 's reasonable control:

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War, threat of war, sabotage, insurrection, civil disturbance or requisition.
- c) Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- d) Import or export regulations or embargoes.
- e) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Afrikes Group s.a.r.l or of a third party).
- f) Difficulty in obtaining materials, labour or machinery;
- and g) power failure or breakdown in machinery.

**11.2.** If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

## 12. Ex-hire and Used Stock

**12.1.** Goods sold as "Ex-hire" or "Used" or "demonstration" stock are goods that Afrikes Group s.a.r.l Sales sells subject to special rules. These special rules apply in addition to, and in the event of any conflict override, all Afrikes Group s.a.r.l Sales' other terms and conditions, except those terms and conditions specifically covering Consumers.

**12.2.** These products, by their very nature, have limited availability. Upon receipt of an order, Afrikes Group s.a.r.l Sales will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created and no payment will be debited from the customer.

**12.3.** Products are non-returnable unless we have made an error, or the goods are faulty.

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**12.4.** Unless stated otherwise on the Purchase Invoice/Receipt, a standard Used Equipment Warranty of 90 days will apply to ex-hire, used and demonstration stock, following a standard check by our Service Department prior to dispatch.

**12.5.** Where Ex-hire and used stock is sold "as seen or for parts", no warranty will apply, and the goods are non-returnable.

### **13. The Consumer Protection (Distance Selling) Regulations 2000**

**13.1.** Contracts for the purchase of goods by a Customer not acting in the course of a business (a "Consumer") and made over the telephone or through the Afrikes Group s.a.r.l website, or by mail order, are, with the exception of certain excepted contracts, subject to The Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations').

**13.2. If the Regulations apply and faulty goods declared,** Customers may cancel goods purchased from Afrikes Group s.a.r.l by sending a written notice of cancellation by post or hand delivery addressed to Afrikes Group s.a.r.l, **Entrée Maetur Mimboman, Nkolo II Shakespeare Yaoundé Cameroon** , or by e-mail to [info@afrikesgroup.com](mailto:info@afrikesgroup.com)

**13.3.** The notice of cancellation must be delivered within 7 working days of the day after date of delivery of the goods.

**13.4.** The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to Afrikes Group s.a.r.l, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.

**13.5.** The Customer is under a duty to retain possession of the goods whilst awaiting return to Afrikes Group s.a.r.l and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.

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**13.6.** This statutory right applies to all our products except for digital items where the item has been downloaded. We also regret that we cannot accept cancellations of contracts for the purchase of software products where the product box has been opened.

## **14. Errors & Omissions**

**14.1.** Afrikes Group s.a.r.l makes every effort to ensure that all prices and descriptions quoted in sales literature and on its website are correct and accurate. However, the nature of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Afrikes Group s.a.r.l will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Afrikes Group s.a.r.l 's liability in that event will be limited to the return of any money paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Afrikes Group s.a.r.l after the manifest error has been discovered.

**14.2.A** 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by Afrikes Group s.a.r.l which is more than 10% less than the price that would have been quoted had the mistake not been made.

## **15.Data Protection**

**15.1.** Please note: Afrikes Group s.a.r.l has a full and detailed privacy statement available it its website ([www.afrikesgroup.com](http://www.afrikesgroup.com)).

### **15.2. Data Protection & Data Security**

Data is maintained under the provisions of the Data Protection Act (1998). Afrikes Group s.a.r.l may contact the Customer from time to time to verify and update the data Afrikes Group s.a.r.l holds on the records of the Customer.

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**15.3 Registration and data sharing** Afrikes Group LTD's site registration and order form requires users to give Afrikes Group s.a.r.l contact information (such as name, email, and postal address), unique identifiers (such as username and password), demographic information (such as postcode), and financial information (such as account or credit card numbers). This data is stored for use in all Afrikes Group LTD's marketing communications and analysis.

**15.4.** Afrikes Group Ltd may share the Customer's information with selected 3rd parties outside the Afrikes Group s.a.r.l, in order that they may contact the Customer to inform them about goods or services which may be of interest to them. To let Afrikes Group s.a.r.l know if the Customer wishes to opt-out of receiving such information please contact Afrikes Group LTD. However, irrespective of this, Afrikes Group s.a.r.l will not share the Customer's email address or personal telephone number with these 3rd parties.

**15.5.** Afrikes Group s.a.r.l may share a Customer's information with other companies in the group and other third parties. The Customer may be contacted or sent information in respect of further goods and services available and should inform Afrikes Group s.a.r.l in writing if the Business Customer/Consumer does not wish to receive this.

## **16. General terms of business**

**16.1.** Nothing in these terms and conditions affects your statutory rights as a Consumer.

**16.2.** If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

**16.3.** Any waiver of a breach of this Agreement must be in writing.

**16.4.** Any variation of this Agreement must be in writing and signed by a duly authorised Afrikes Group s.a.r.l Audio Group official.

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**16.5.** The headings are for convenience only and shall not affect the interpretation of this Agreement.

**16.6. Assignment.** You must not transfer any contract made with us under these Conditions, as it is personal to you, without written authority from us. This authority will not be refused without good reason.

**16.7. Insolvency** This clause applies if:

a. the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction).

b. An encumbrance takes possession, or a receiver is appointed of any of the property or assets of the Customer; or

c. Afrikes Group s.a.r.l reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly. If this clause applies then without prejudice to any other right or remedy available to Afrikes Group s.a.r.l, Afrikes Group s.a.r.l shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**16.8. Third Party (Rights) Act 1999**

No third party shall be allowed to enforce any rights under this contract. The parties hereby exclude the application of the Contracts (rights of Third Parties) Act 1999 to each contract made under these Conditions.

**16.9. No Waiver** Afrikes Group LTD's failure to insist upon strict performance of any provision of these Conditions shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Conditions.

**16.10. Notice** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing



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addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

Notice shall be delivered personally or sent by first class prepaid recorded delivery or by registered post (airmail if overseas) or by facsimile transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by airmail) and in the case of facsimile transmission on completion of the transmission provided that the sender shall have received printed confirmation of transmission.

**16.11. Enforceability** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected.

**16.12. Dispute** In the event of a dispute between the Customer and Afrikes Group s.a.r.l, the Customer agrees to submit to the jurisdiction in accordance with the Arbitration Act 1996 for the time being in force as a legally binding alternative to court action, should Afrikes Group s.a.r.l require.

**16.13. Jurisdiction.** The contract shall be governed by either the laws of Cameroon or England & Wales depending on where the business has taken place, and the Business Customer/Consumer agrees to submit to the non-exclusive jurisdiction of the English or Cameroon's courts.

**16.14. Images.** Product images are provided for illustrative purposes only and the actual product you receive may differ from the image displayed in sales literature or on our website, especially with generic products.