



General Terms and Conditions

Welcome to Megastone Limited. We are committed to delivering high-quality concrete products and exceptional customer service. These Terms and Conditions govern all quotations, orders, sales, deliveries, and services provided by Megastone Limited. By placing an order with us, you acknowledge and agree to the following terms.

These Terms and Conditions constitute the entire agreement between Megastone Limited and the Customer regarding the sale and supply of products and services and supersede any prior discussions, representations, understandings, or agreements unless expressly agreed in writing by both parties.

1. Order Placement.

Orders may be placed through our website, sales representatives, or directly at our offices. To ensure accuracy, customers are encouraged to carefully review and confirm all specifications, quantities, colors, and product selections before placing an order.

Megastone Limited shall not be responsible for shortages or excess quantities resulting from customer estimates or measurements.

2. Quotations and Pricing.

All quotations are valid for the period specified in the quotation document unless otherwise stated. Prices are subject to change without prior notice due to fluctuations in raw material costs, transportation expenses, taxes, or other market conditions. However, confirmed orders with approved payments will be honored at the agreed price.

3. Production and Order Changes.

Once production has commenced, orders cannot be canceled or refunded. However, order modifications may be allowed where possible. Any modification request made after production has started will require the customer to accept and pay for all items that have already been produced or are in production line at the time of the request. Customers are encouraged to carefully verify all order details prior to confirming production.

Any special or customized products manufactured according to customer specifications are non-refundable and non-returnable except in cases of verified manufacturing defects.

4. Payment Terms.

Unless otherwise agreed in writing, full payment must be received before products are released for delivery or collection. Megastone Limited reserves the right to suspend production, delivery, or release of goods until all outstanding payments have been settled. Accepted payment methods include; Cash, Bank transfers, Mobile money, and other approved payment channels.

Ownership of all products supplied by Megastone Limited shall remain with the company until full payment has been received.

5. Shipping date, Delivery and Collection.

The shipping or delivery date provided at the time of order is an estimated/expected date only and is subject to change. The confirmed delivery date will be communicated once the products are in stock or production has been completed. Any revised delivery date communicated to the customer shall supersede any previously provided estimated delivery date.

Delivery schedules may be affected by factors beyond our reasonable control, including but not limited to weather conditions, road accessibility, government restrictions, supplier delays, transportation disruptions, or other unforeseen circumstances.

Customers are responsible for ensuring:

- (a) Safe and adequate access to the delivery site.
- (b) Availability of personnel to receive the goods.
- (c) A suitable unloading area.

Where transportation/delivery fee is included in the sale, Megastone Limited may use its own trucks and delivery vehicles for the transportation and delivery of products. In circumstances where Megastone Limited's vehicles are unavailable, insufficient, or otherwise unable to facilitate delivery, the Company reserves the right to engage third-party transporters or hire vehicles from external transport providers to complete the delivery.

Megastone Limited

Plot No. **113**, Block **2BS** Ihumwa, Dodoma

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Where transportation/delivery fee is not included in the sale, the customer shall be solely responsible for arranging and bearing the cost of transportation and collection of the products. In this case, customers are kindly requested to provide trucks and vehicles that are suitable for loading using forklifts and/or cranes. Manual loading is strongly discouraged as it poses safety risks to personnel, increases loading time, and may result in damage to products. Any manual loading arrangements requested by the customer shall be undertaken entirely at the customer's own risk and responsibility.

6. Product Inspection.

Customers are encouraged to inspect all products upon delivery or collection. Any visible damage, shortages, or incorrect products must be reported to Megastone Limited immediately upon receipt and recorded on the delivery or inspection form, together with supporting photographs or videos. Where reasonably practicable, such issues should be witnessed by a Megastone Limited representative. Claims submitted after acceptance of delivery may not be accepted.

7. Returns and Replacements. We stand behind the quality of our products. Returns or replacements will be considered only where products:

- (a) Have a verified manufacturing defect;
- (b) Differ materially from the confirmed order; or
- (c) Were supplied incorrectly by Megastone Limited.

To qualify for return or replacement, products must remain unused, uninstalled, and in their original condition. Products ordered in excess of actual project requirements cannot be returned or refunded.

8. Installation Responsibility.

Proper installation is essential to achieving the best performance and appearance of Megastone products. Megastone Limited is not responsible for damage, defects, or performance issues arising from improper installation, inadequate site preparation, structural movement, or failure to follow recommended installation practices.

Customers are advised to engage qualified and experienced installers. Megastone Limited may recommend qualified installers upon request, however these installers operate independently. Megastone Limited shall not be responsible for any workmanship, delays, defects, losses or damages arising from their services. The customer shall enter into separate agreements directly with the installers.

9. Color Durability and Warranty

Megastone Limited uses high-quality iron oxide pigments supplied by Harold Scholz & Co. GmbH (SCHOLZ), a reputable German manufacturer specializing in premium color pigments and pigment preparations for the construction industry. In addition, Megastone Limited strictly follows established production procedures and curing practices to ensure that all products are manufactured and cured under appropriate conditions.

However, color performance and color retention are influenced by various factors beyond Megastone Limited's control, including pigment characteristics, exposure to sunlight (UV radiation), weather conditions, environmental factors, cleaning methods, traffic levels, chemical exposure, and general wear and tear over time. As such, Megastone Limited does not guarantee the durability, permanence, uniformity, or long-term retention of product color.

Minor fading, weathering, efflorescence, shade variations, or changes in appearance that may occur over time are considered normal characteristics of concrete products and shall not constitute a manufacturing defect.

Megastone Limited's warranty applies to the structural integrity and durability of the paving products only and does not extend to color retention or appearance-related changes. Subject to proper installation, use, and maintenance, Megastone Limited provides a limited warranty of two (2) years on the durability and structural performance of its paving products against verified manufacturing defects.

10. Pallets and Packaging.

Pallets supplied with products remain the property of **Megastone Limited** unless otherwise agreed in writing. To ensure smooth and uninterrupted deliveries, customers are kindly requested to prepare their sites in advance so that delivered materials can be offloaded and stacked promptly, minimizing the time pallets remain on site.

All pallets must be returned **before the third delivery** and no later than **three (3) days from the date of the first delivery**, whichever comes first. If pallets are not returned within this period, Megastone Limited reserves the right to suspend further deliveries until the pallets are returned. A charge of **TZS 2,000 per pallet per day** will apply for any pallets retained beyond the permitted period. These charges will continue to accrue until the pallets are returned to Megastone Limited in acceptable condition.

Please note that the **third delivery will not be dispatched if pallets from previous deliveries have not been returned.**

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We appreciate your cooperation in helping us maintain efficient delivery operations and ensure the continued availability of pallets for all customers.

11. Limitation of Liability.

To the fullest extent permitted by law, Megastone Limited's liability shall be limited to the replacement, repair, or refund of defective products supplied by the company. Claims relating solely to color fading, discoloration, or aesthetic changes are excluded from warranty coverage. Megastone Limited shall not be liable for indirect, consequential, incidental, or project-related losses, including delays, loss of profits, or additional construction costs.

12. Warranty Claims

Any warranty claim must be submitted in writing within the warranty period together with photographs, proof of purchase, and details of the alleged defect. Megastone Limited reserves the right to inspect the products before determining whether a valid warranty claim exists. The customer shall provide Megastone Limited with reasonable access to inspect the products and investigate the alleged defect before any repair, replacement, removal, or alteration of the products is undertaken. Any unauthorized repair, removal, or alteration may void the warranty.

13. Storage and Handling

Once products have been delivered or collected, the customer is responsible for ensuring that the products are stored on a stable, dry, and suitable surface and protected from damage. Megastone Limited shall not be liable for damage, staining, breakage, or deterioration resulting from improper storage, handling, or transportation by the customer or third parties after delivery.

14. Force Majeure.

Megastone Limited shall not be liable for delays or failure to perform obligations caused by circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, transportation disruptions, government actions, pandemics, or utility failures.

15. Governing Law.

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania. Any disputes arising from these Terms shall first be resolved through amicable discussions. Where resolution cannot be achieved, disputes shall be submitted to the competent courts of Tanzania.

16. Acceptance of Terms and Conditions.

By signing these Terms and Conditions or confirming a Sales Order by making any partial or full payment to Megastone Limited or accepting delivery of the products, the Customer acknowledges that they have read, understood, and accepted these Terms and Conditions and agree to be legally bound by them. These Terms and Conditions shall form an integral part of every sale, order, quotation, delivery, and transaction between the Customer and Megastone Limited.

(a) Customer Declaration

I/We confirm that I/we have read, understood, and accepted Megastone Limited's Terms and Conditions and agree to be bound by them. I/We further acknowledge that signing this Sales Order or making any payment constitutes acceptance of these Terms and Conditions.

Customer Name: _____

Signature: _____

Order number: _____

Date: _____

(b) Megastone Limited's declaration

We, Megastone Limited, are committed to delivering high-quality products and services with integrity, professionalism, transparency, and accountability. We strive to maintain the highest standards of manufacturing, quality control, and customer service while continuously improving our products and processes to meet and exceed customer expectations. We stand behind the structural quality and durability of our products in accordance with the warranty provisions contained in these Terms and Conditions.

Representative Name: _____

Signature: _____

Date: _____

Stamp: _____

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