31 July 2025

Jehu Industries - Terms and Conditions

Effective Date: 1 January 2025

1. Introduction

These Terms and Conditions ("Agreement") govern the provision of products and services by Jehu Industries ("Jehu") to its customers. By engaging with Jehu for any products or services, the customer agrees to be bound by these terms and conditions.

2. Compliance with ISO 13485:2016

Jehu Industries is committed to maintaining a Quality Management System (QMS) that complies with the requirements of ISO 13485:2016 for medical devices. All products and services provided by Jehu will adhere to the principles and standards outlined in ISO 13485:2016, ensuring the safety, quality, and regulatory compliance of our offerings.

3. SAPHRA Accreditation

Jehu Industries is accredited by the South African Health Products Regulatory Authority (SAPHRA). This accreditation signifies our commitment to meeting the rigorous regulatory standards for health products in South Africa. All products supplied by Jehu will comply with SAPHRA regulations and guidelines.

4. Product Orders and Specifications

4.1. All orders for products must be placed in writing and are subject to acceptance by Jehu.

4.2. Product specifications, including design, materials, and performance characteristics, will be clearly defined and agreed upon in writing between Jehu and the customer prior to order fulfillment.

4.3. Any changes to product specifications must be requested in writing by the customer and are subject to Jehu's written approval. Such changes may impact delivery timelines and costs.

5. Quality Control and Assurance

5.1. Jehu operates a comprehensive Quality Control (QC) and Quality Assurance (QA) program in accordance with ISO 13485:2016.

5.2. All products undergo rigorous testing and inspection to ensure they meet specified requirements and quality standards before shipment.

5.3. Documentation related to product quality, including test reports and certificates of conformity, will be made available upon request.

6. Delivery and Acceptance

6.1. Delivery dates are estimates and Jehu will make reasonable efforts to meet them. However, Jehu shall not be liable for any delays in delivery.

6.2. Upon delivery, the customer is responsible for inspecting the products for any damage or discrepancies. Any issues must be reported to Jehu in writing within [Number] days of receipt.

6.3. Acceptance of products by the customer signifies that the products conform to the agreed-upon specifications and are free from visible defects.

7. Warranty and Returns

7.1. Jehu warrants that its products will be free from defects in material and workmanship under normal use and service for a period of [Number] months from the date of delivery.

7.2. This warranty does not cover defects or damage resulting from misuse, neglect, accident, unauthorized modification, or improper installation or storage by the customer.

7.3. In the event of a legitimate warranty claim, Jehu will, at its option, repair or replace the defective product.

7.4. Returns of products must be authorized in writing by Jehu and will be subject to Jehu's return policy.

8. Pricing and Payment

8.1. Prices for products and services will be quoted in writing and are subject to change without prior notice.

8.2. Payment terms will be specified in the invoice. Unless otherwise agreed, full payment is due within [Number] days from the date of invoice.

8.3. Late payments may be subject to interest charges as per applicable laws.

9. Intellectual Property

9.1. All intellectual property rights, including patents, trademarks, copyrights, and trade secrets, related to Jehu's products and services remain the sole property of Jehu.

9.2. The customer shall not reproduce, modify, distribute, or create derivative works based on Jehu's intellectual property without prior written consent from Jehu.

10. Confidentiality

10.1. Both parties agree to keep confidential all proprietary and confidential information exchanged during the course of their business relationship.

10.2. This obligation of confidentiality shall survive the termination of this Agreement.

11. Limitation of Liability

11.1. Jehu's liability for any claims arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the customer for the specific products or services giving rise to the claim.

11.2. Jehu shall not be liable for any indirect, consequential, special, incidental, or punitive damages, including but not limited to loss of profits, data, or business interruption.

12. Governing Law and Dispute Resolution

12.1. This Agreement shall be governed by and construed in accordance with the laws of South Africa.

12.2. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If an amicable resolution cannot be reached, the dispute shall be submitted to binding arbitration in accordance with the rules of [Arbitration Body, e.g., Arbitration Foundation of Southern Africa (AFSA)].

13. Force Majeure

Jehu shall not be liable for any delay or failure in performance of its obligations under this Agreement caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, epidemics, or government regulations.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Entire Agreement

This Agreement constitutes the entire understanding between Jehu Industries and the customer regarding the subject matter herein and supersedes all prior agreements, discussions, and understandings, whether written or oral.

16. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both Jehu Industries and the customer.