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SALES FINALITY, RETURNS & REFUNDS POLICY

1. Purpose of This Policy

This policy governs the sale of goods by FreedPer Scientific and is intended to clearly define the conditions under which sales are deemed final, as well as the limited circumstances under which returns or refunds may be considered.

2. Pre-Sale Inspection and Due Diligence

2.1 The Client acknowledges that prior to placing an order, FreedPer Scientific may provide:

- Product samples and demonstrations;
- Technical explanations and specifications;
- On-site or office-based inspections;
- Opportunities for testing, evaluation, and stakeholder review.

2.2 The Client confirms that it has conducted all necessary technical, operational, and internal stakeholder due diligence before issuing a Purchase Order.

2.3 Any reliance on third-party stakeholders, internal approvals, or end-user expectations is the sole responsibility of the Client.

3. Order Confirmation and Contract Formation

3.1 A binding contract is formed upon the earliest of the following:

- Issuance of a Purchase Order by the Client;
- Written acceptance of a quotation by the Client;
- Receipt of payment (full or partial) by FreedPer Scientific.

3.2 Once formed, the contract is **irrevocable, except where expressly permitted under this Policy or agreed in writing by FreedPer Scientific.**

4. Delivery and Acceptance of Goods

4.1 Upon delivery or collection, the Client shall inspect the goods immediately.

4.2 Acceptance is deemed to have occurred upon the earliest of:

- Signing of a delivery note, goods received note, or completion certificate;
- Installation, commissioning, calibration, integration, or operational use;
- Written confirmation that goods meet specifications;
- Failure to issue written rejection specifying material defects within seven (7) business days of delivery.

4.3 **Once accepted, the goods are deemed to** to conform to agreed specifications and to be fit for their demonstrated purpose.

5. Final Sale – No Returns, No Refunds

5.1 All sales are final once goods have been accepted.

5.2 FreedPer Scientific does not accept returns or issue refunds for:

- Change of mind;
- Stakeholder dissatisfaction;
- Internal client disputes or approvals not obtained;
- Expectations not aligned with demonstrated specifications;
- Buyer's remorse or post-purchase reconsideration.

6. Limited Exceptions – Defective Goods Only

6.1 Returns or remedies shall be considered **only** where goods are materially defective at the time of delivery and do not conform to agreed specifications.

6.2 The Client must notify FreedPer Scientific in writing within seven (7) business days of delivery, providing sufficient evidence of the alleged defect.

6.3 FreedPer Scientific reserves the right, at its sole discretion, to repair or replace defective goods.

6.4 Refunds, where exceptionally approved, shall be limited strictly to the invoiced value of the defective goods only.

7. Exclusion of Consequential Claims

7.1 FreedPer Scientific shall not be liable for indirect or consequential losses, including but not limited to:

- Loss of profits;
- Project delays;
- Reputational damage;
- Costs arising from third-party dissatisfaction or stakeholder objections.

8. No Refund After Acceptance (Scientific Instruments)

8.1 For the avoidance of doubt, all scientific instruments, including but not limited to meteorological instruments, rain gauges, sensors, data loggers, communication modules, and associated accessories supplied by FreedPer Scientific, are sold on a strictly non-refundable basis once accepted.

8.2 Acceptance shall be deemed to have occurred upon the earliest of:

- Signing of a delivery note or goods received note;
- Installation, commissioning, calibration, or operational use of the instrument;
- Written or implied confirmation that the instrument meets the agreed specifications;
- Failure to notify FreedPer Scientific in writing of any material defect within five (5) business days of delivery.

8.3 No refunds shall be granted for scientific instruments due to:

- Change in internal requirements or stakeholder expectations;

- Dissatisfaction by third parties, funders, regulators, or end-users;
- Misalignment between post-purchase expectations and demonstrated capabilities;
- Procurement or approval processes not fully completed by the Client;
- Subsequent discovery of alternative technologies or preferred solutions.

8.4 Where a scientific instrument is alleged to be defective, the Client's sole remedy shall be limited to repair or replacement, at the discretion of FreedPer Scientific, subject to inspection and confirmation that the defect existed at the time of delivery.

8.5 Under no circumstances shall FreedPer Scientific be obligated to issue a refund for a scientific instrument that has been:

- Demonstrated, tested, installed, commissioned, or used;
- Customized, configured, or calibrated for the Client;
- Supplied following pre-sale inspection, demonstrations, or technical evaluations.

8.6 This clause shall survive delivery, acceptance, and payment, and shall override any contrary terms in the Client's purchase order, correspondence, or internal policies unless expressly agreed in writing by an authorized representative of FreedPer Scientific.

9. No Refund After Acceptance (Tender-Based Procurement)

9.1 In the context of tenders, Requests for Proposals (RFPs), Requests for Quotations (RFQs), and any other formal procurement processes, all scientific instruments supplied by FreedPer Scientific are provided on a strictly final-sale basis once accepted.

9.2 The Client expressly acknowledges and agrees that:

- The tender process, including bid evaluation, technical scoring, stakeholder consultations, demonstrations, site visits, and due diligence, constitutes the Client's full opportunity to assess suitability and fitness for purpose; and
- Any internal approvals, funding confirmations, stakeholder endorsements, or regulatory clearances required by the Client are deemed to have been completed prior to award and purchase.

9.3 Issuance of a Letter of Award, Purchase Order, or any written confirmation of award shall constitute the Client's irrevocable acceptance of:

- FreedPer Scientific's technical solution as compliant with the tender specifications; and
- These Sales Finality, Returns & Refunds terms.

9.4 Acceptance of goods shall be deemed to have occurred upon the earliest of:

- Signing of a delivery note, goods received note, or completion certificate;
- Installation, commissioning, calibration, integration, or operational deployment;
- Use of the instruments for testing, reporting, or data collection;
- Failure to submit a written, specification-based defect notice within five (5) business days of delivery.

9.5 No refunds, reversals, or contract unwinding shall be permitted on the basis of:

- Post-award objections by evaluation committees or stakeholders;
- Changes in donor, funder, or regulatory preferences;
- Internal disputes within the Client's organization;
- Claims that an alternative technology is preferred after delivery;

- Allegations of “expectations not met” where the instruments conform to the tender specifications.

9.6 Where a scientific instrument supplied under a tender is alleged to be defective, the Client’s sole and exclusive remedy shall be limited to repair or replacement of the defective component, subject to:

- Written notice within five (5) business days;
- Verification that the defect existed at the time of delivery; and
- Inspection by FreedPer Scientific or its authorized representatives.

9.7 Under no circumstances shall FreedPer Scientific be required to refund any amounts paid for scientific instruments that:

- Were supplied in compliance with tender specifications;
- Were demonstrated, evaluated, or approved during the procurement process;
- Have been installed, commissioned, calibrated, or used;
- Were procured following competitive tender evaluation.

9.8 These terms shall prevail over and supersede:

- Any conflicting clauses in the Client’s tender documents, purchase orders, or standard procurement conditions; and
- Any implied rights of return not expressly stated in this agreement.

9.9 Any deviation from this clause must be expressly agreed in writing, prior to tender submission, and signed by a duly authorized director of FreedPer Scientific. No oral statements, emails, or post-award negotiations shall vary this clause.

10. No Waiver

10.1 Any prior acceptance of returns or refunds by FreedPer Scientific does not constitute a waiver of this policy.

10.2 All future transactions shall be governed strictly by this policy unless expressly varied in writing.

11. Governing Law and Jurisdiction

11.1 This policy shall be governed by and interpreted in accordance with the laws of Zimbabwe.

11.2 Any disputes arising shall be subject to the exclusive jurisdiction of the courts of Zimbabwe.

12. Client Acknowledgment

By placing an order, issuing a Purchase Order, or making payment, the Client acknowledges that it has read, understood, and agreed to this Sales Finality, Returns & Refunds Policy.