

WEBSITE TERMS & CONDITIONS

Effective Date: 17TH February 2025

1. INTRODUCTION

These Terms and Conditions (“Terms”) govern access to and use of the New Dawn Limited website (“Website”) and the purchase of any products (“Products”) offered by New Dawn Limited (“The Company”).

By accessing this Website , interacting with our digital platforms, or purchasing our Products through any sales channel, you expressly agree to comply with these Terms and be legally bound by the same.

2. DEFINITIONS

- “Company” means New Dawn Limited.
- “Website” means www.newdawnnonwoven.net
- “Customer” or “User” means any individual or entity accessing the Website or purchasing Products.
- “Products” means all goods manufactured, distributed, or sold by the Company.
- “Order” means a request to purchase Products submitted online, via marketplace platforms, or directly.
- “Sales Channels” includes the Website, social media platforms and third-party market places

3. ELIGIBILITY

You must be at least 18 years old to place an Order.

If placing an Order on behalf of a business entity, you warrant that you have authority to bind that entity.

The Company reserves the right to decline service where eligibility criteria are not met or where fraudulent activity is suspected.

4. PRODUCT INFORMATION

- Product descriptions, specifications, and pricing are subject to change without notice.
- Images are for illustration purposes and may vary slightly from the actual product.
- Availability is not guaranteed and may change without notice.
- The Company shall take reasonable steps to ensure product accuracy;however, typographical, clerical or system-generated errors may occur. In such cases, the Company reserves the right to correct such errors before Order confirmation.

5. PRICING & PAYMENT

- Prices are listed in Kenya Shillings (KES) unless otherwise stated.
- Payment is considered complete only upon confirmation by the Company or its authorized payment partners unless otherwise agreed in writing.
- The Company reserves the right to cancel Orders due to pricing errors, stock unavailability, or suspected fraud.
- The Company shall not be liable for delays or losses resulting from payment gateway downtime, mobile money errors, bank processing delays, or user-initiated payment mistakes.
- The Company, if necessary, may request additional verification (ID, KRA Pin, or proof of payment) to prevent fraud.

6. MARKETPLACE SALES

Where Products are purchased through third-party marketplaces including:

- ✓ Jiji
- ✓ Kilimall
- ✓ Jumia

The following shall apply:

- Transactions are subject to the respective platform's terms and policies.
- Payment processing, dispute mechanisms, and delivery tracking may be governed by the platform.
- The Company shall not be liable for platform system errors, payment gateway failures, or delays caused by the marketplace infrastructure. The Company's obligations are strictly limited to product quality and dispatch where applicable. All matters relating to commissions, platform penalties, shipping fees or return logistics fall under the relevant marketplace's jurisdiction.
- Users acknowledge that market-place specific promotions, discounts, or offers may not apply across all platforms.
- Customers must comply with both the platform's policies and these Terms.

7. DELIVERY & RISK TRANSFER

- ❖ Customers are responsible for providing accurate delivery information. Failed deliveries due to incorrect details may attract additional delivery charges.
 - ❖ Delivery timelines are estimates only.
 - ❖ Delivery charges may apply depending on location.
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- ❖ Where collection is arranged, risk transfers immediately upon handover at the Company premises.
- ❖ The Company is not responsible for delays caused by third-party logistics providers.

8. RETURNS, REFUNDS & REPLACEMENTS

- ❖ Defects must be reported within 48 hours of delivery. Claims submitted after 48 hours may be rejected unless governed by mandatory consumer protections.
- ❖ Products must be unused and in original condition.
- ❖ Customized or bulk orders are non-refundable unless confirmed defective.
- ❖ Refunds or replacements are subject to inspection and approval. The Company reserves the right to request photographic or video evidence before accepting a return or replacement request.
- ❖ This clause shall be applied in accordance with the Consumer Protection Act.

9. WARRANTY

The Company provides limited warranty coverage for manufacturing defects only.

Warranty does not cover:

- ✓ Misuse
- ✓ Overloading
- ✓ Improper handling
- ✓ Unauthorized alterations
- ✓ Normal wear and tear
- ✓ Nothing in this clause excludes statutory rights under Kenyan law.
- ❖ Warranty claims may require inspection at the Company's premises or by an authorized agent.

10. PRODUCT USE & SAFETY DISCLAIMER

- ❖ Customers are responsible for ensuring Products are used appropriately and within recommended limits.
- ❖ The Company shall not be liable for injury or damage arising from misuse, improper installation, excessive loading, environmental exposure, or third-party modification.

11. INTELLECTUAL PROPERTY

All Website content including logos, product designs, text, branding, images, and media remain the exclusive property of New Dawn Limited.

Unauthorized reproduction or commercial exploitation is strictly prohibited.

12. DATA PROTECTION & PRIVACY POLICY

New Dawn Limited processes personal data in compliance with the Data Protection Act.

12.1 Data Collected

We may collect:

- Name
- Phone number
- Email address
- Delivery address
- Payment confirmation details
- Order history

12.2 Purpose of Processing

Data is processed for:

- Order fulfillment
- Customer communication
- Delivery coordination
- Service improvement
- Legal and regulatory compliance

12.3 Legal Basis

Processing is based on:

- Contractual necessity
- Legal obligation
- Legitimate business interest
- Customer consent (where applicable)

12.4 Data Sharing

We may share data with:

- Logistics providers
- Payment processors
- Marketplace platforms
- Regulatory authorities where required by law

We do not sell personal data.

12.5 Data Retention

Personal data is retained only as long as necessary for business or legal purposes.

12.6 Data Subject Rights

Customers have the right to:

- Access their data
- Request correction
- Request deletion (subject to legal limitations)
- Withdraw consent
- Lodge complaints with the Office of the Data Protection Commissioner (Kenya)

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- The Company shall not be liable for indirect, incidental, or consequential damages.
- The Company shall not be liable for unauthorized re-selling or re-distribution.
- Total liability shall not exceed the value of the purchased Product.
- Nothing excludes liability where prohibited by law.

14. FORCE MAJEURE

The Company shall not be liable for delays or failure to perform obligations due to events beyond reasonable control, including natural disasters, government actions, strikes, supply chain disruptions, or technical failures.

15. DISPUTE RESOLUTION

- ❖ In the event of any dispute, the Parties shall seek to initially resolve the dispute by good faith negotiations between them.
 - ❖ Any aggrieved party shall immediately notify the other party in writing of the nature of the claim, controversy or dispute, not later than seven (7) days from the date he/she becomes aware of the existence thereof.
 - ❖ In the event of the dispute not being resolved in good faith within 30 days of the dispute arising (being the date a Party shall have notified the other in writing of the occurrence of a dispute) (“Dispute Date”), either Party shall have the discretion to proceed to court with appropriate jurisdiction for remedy.
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16. AMENDMENT OF TERMS

- ❖ The Company reserves the right to amend these Terms at any time. Continued use of the Website constitutes acceptance of updated Terms.
- ❖ Continued use of the Website or purchase of products after publication of updates constitutes binding acceptance of amendments.

