



PRE-ORDER AGREEMENT

This pre-order agreement, hereinafter referred to as 'Agreement', forms the reservation of a place on the waiting list for the possibility of concluding a future purchase contract with **M&I International Distribution ABN 39379391537**, hereafter in short '**M&I**', 'we' or 'us', by the contractual partner, called 'Client'.

Please read all the following terms carefully before submitting your pre-order. By submitting the pre-order, you agree to all these terms.

1. Pre-order ages and ranges

The Client must be at least 18 years old and provide all information completely and truthfully in order to pre-order. Please be notified that for the current pre-order we are open to the Cape Town city area only.

2. Limitation

A maximum of 100 anchors can be reserved from private / corporate individuals per pre-order.

3. Rights and Duties

3.1 Client shall submit a pre-order via email to admin@m-and-i-distribution.com and pay the deposit of 30% to the following banking details: -

Bank:	National Australia Bank
BIC/SWIFT code:	NATAAU3303M
BSB No.:	084-970
Account No.:	883268173
Account Name:	M& I INTERNATIONAL DISTRIBUTION

3.1.1. Should client cancel the pre-order because the availability lead time is exceeded or on being advised that the order cannot for some other reason be completed, the deposit shall be immediately refunded by M&I via EFT to the client.

3.1.2 Should client fail to pay the balance of the order against the proof of availability at the depot of the product by M&I, the deposit shall not be refundable. This transaction therefore constitutes a purchase agreement secured by an interim deposit.

3.2 M&I is asking the Client to provide information about the identity, address and contact information during the pre-order process so that the order can be processed further.

3.3 When M&I receives the pre-order and deposit, the Client will receive an e-mail confirmation with all the necessary information.

3.4 M&I can refuse pre-orders at its own discretion, for example to avoid oversubscription. If the pre-order is declined, the Client will be notified and can choose either to stay on the waiting list or to have a refund of the deposit.

3.5 If the Client cancels the order, the place on the waiting list will be cancelled automatically and the Client will receive the total refund of the deposit. The refund is issued within a maximum of fourteen (14) days after the reservation has been effectively cancelled.

3.6 As soon as M&I has determined the estimated availability date, the Client will receive a message to the e-mail address stored with the Pre-order. With this e-mail, M&I will advise client of the depot where client can collect the order from. Client will advise M&I of all relevant details of the courier or agent collecting the order. Client has the discretion to insure the product for purposes of collection

4. Information

The Client shall ensure that all of the information provided is correct when pre-ordering. It is the Client's responsibility to notify changes to this information by emailing info@mandidistribution.com. M&I is not liable for inaccurate or outdated information.

5. Payment

5.1 The Client will be charged the deposit when placing the pre-order. Should a final purchase be made, the deposit amount paid will be deducted from the final sale price.

5.2 The Client will receive a receipt for the pre-order deposit.

5.3 M&I reserves the right to ask the Client for additional information or documents proving ownership of the credit card. In the absence of such information or additional documents, M&I has the right not to accept the booking order.

6. Availability lead time

The current availability lead time shall be that advertised at www.mandidistribution.com at the time of placing the order.

7. Cancellation and Refunds

The Client can cancel the pre-order at any time till the formalization of the final purchase agreement has been made and will receive a full refund of the pre-order deposit by sending an email to info@mandidistribution.com from the email address on file with M&I. A refund will be processed within a maximum of fourteen (14) days.

8. Products configuration

M&I warrants the product satisfies the patent holders specifications and standards as set out at www.mandidistribution.com

9. General terms and conditions

The information provided to M&I is used in accordance with our general terms and conditions, to which reference is expressly made and which are available on our website. Please read our privacy policy and terms of use carefully to understand M&I's practices in relation to the information and how it is handled. If there are any questions about our privacy policy or terms of use, please send an email to info@mandidistribution.com

10. Force majeure

Neither the Client nor M&I will be liable for any errors or delays in fulfilling any obligation under this Agreement that result from an event beyond our reasonable control, including, but not limited to, force majeure, pandemic, epidemic, disease, terrorism, war, political insurrection, insurrection, riot, civil or military authority, material change in applicable law or regulation, insurrection, unavailability of materials, strike, earthquake, flood, or other natural or man-made event beyond our control.

11. Severability clause

If for any reason a court of competent jurisdiction determines that any provision or portion thereof is unenforceable, the remainder of these terms will remain in full force and effect and the unenforceable provision will be deemed to be amended only to the extent necessary. The pre-order, order confirmation, definitive purchase agreement, general terms and conditions constitute the final and integrated agreement between the Client and M&I.

12. Applicable law and place of jurisdiction

12.1 All legal relations arising out of or in connection with the contractual relationship between the Supplier and the customer (including these General Terms and Conditions) shall be governed exclusively by the laws of South Africa or Queensland, Australia, depending on where the transaction was entered into (if via our website then the Australian Law applies) to the full exclusion of its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of Australian Private International Law.

12.2 For any disputes arising from or in connection with the contractual relationship between the Supplier and the customer (including these General Terms and Conditions), the place of jurisdiction shall be our registered office at Unit 2, Camron Lodge, Clinton, 4689, Queensland, Australia.

Entered into at _____ this ____ day of _____ 2023

Authorised and signed by first name _____,

Surname _____

Signed