



Terms and Conditions of Delivery and Payment

Validity:

1. We supply exclusively according to the following conditions of delivery and payment.
2. The customer's terms of business will only apply if their validity has been expressly agreed to for the single transaction.

Conclusion of the contract

1. Our quotations are without engagement.
2. Customer orders will be effective when valid Purchase Orders have been received by us and seen as binding on the customer. Orders are also effective, if we comply with and satisfy them through the remittance of the delivery note and/or the goods and the invoice.
3. We reserve the right to make changes or modifications to our products.
4. We retain all copyright and intellectual property rights to the drawings and other documentation concerning our products. These should not be made available to third parties without our express approval in writing.

Prices

1. In as much as no special agreements have been made between us and the customer, our prices are quoted ex-works. Additional costs for packaging, freight etc. are not included in the prices unless stipulated otherwise on our quotations. The Customer's terms of business will only apply if their validity has been expressly agreed to for the single transaction.
2. All prices are subject to Value Added Tax (VAT) at the statutory rate which is currently 14%.
3. Any prices and/or discounts that have been quoted verbally require our written confirmation.

Payment conditions

1. Our invoices are payable in ZAR either as a payment in advance or as a 30 day net customer from statement and delivery date, which will be stipulated on our quotations as such.
2. Our Price at time of quote is based on the exchange rate. **Any additional cost above the Exchange Rate is for the Customer's expense. Our Payment Terms are C.O.D.**
3. Our Prices are **Excluding Forward Cover**, Tax, Transport, Insurance and Packing costs.
4. For 30 day customers where discount structures are applicable, no discount is permitted, if the customer is in arrears with the payment to us of other invoices, unless otherwise agreed in writing by ourselves. No settlement discounts are allowed due to discount structures already included in our quoted prices, unless specifically stated on our quotations provided or otherwise agreed in writing.
5. In the case of a delay or deferral in payment, and without affecting our right to claim for further damages, we have the right to charge interest at the rate of 2% above the prescribed prime rate of the Bank.
6. We will accept cash deposit payments for purposes of payment, however this should be agreed in writing and the customer will be responsible for bank costs involved.
7. When our demands for payment fall due, the customer is not authorized to lodge a claim for retention of goods, nor to set this off by counter-claims that are disputed by us and that have not been recognized by a judgement having the force of law.
8. If the customer is overdue with his payment by more than 14 days, or if his payments have ceased, or if following conclusion of the contract there is a marked deterioration in his financial means, then all

our demands and/or part deliveries, we are entitled to ask either for payment in advance of for the provision of appropriate securities.

Delivery time

1. The delivery times indicated by us can in isolated cases be slightly exceeded. We will use our best reasonable commercial endeavors to supply goods within the time fixed by any quotation provided or any extension thereof.
2. Time is not being regarded as the essence of the order.
3. The time stated for delivery is given in all good faith, and the Customer shall accept delivery when delivery is tendered and shall not be entitled to resile from the order on account of delay in delivery nor shall any claim for damages of any nature whatsoever and from whatsoever cause arising, lie against us in respect of such delay
4. Our delivery obligation is suspended, for as long as the customer is behind with a debt or obligation and/or has to provide documentation, approvals or releases. All prices are subject to Value Added Tax (VAT) at the statutory rate currently 14%.
5. We shall not be held responsible for delays in delivery due to force majeure and business disruptions, in particular breakdowns of machinery, war, strikes, labour disputes, riot, civil commotion, transportation, accidents, regulations or orders of any government, power outages/load shedding or lock-out at our company or at one of our suppliers, shortage of raw materials, and/or other causes beyond our control that has not been brought about through gross negligence on our part. The same applies, if the circumstances mentioned arise at one of our suppliers.

Shipping and Passing of Risk

1. The risk passes to the customer not later than with the dispatch of the delivery consignment. This is also the case if partial deliveries are made. This also applies to any possible return of the goods that we may agree to.
2. If shipment is delayed as a result of circumstances that are beyond our control, then the risk passes to the customer from the day that the goods are ready to be shipped.
3. The costs of the shipment are to be borne by the Customer, or as stipulated on each individual quotation.
4. Ownership of our goods shall remain vested in Werner South Africa Pumps & Equipment (Pty) Ltd and shall not pass to the Customer until payment of the full purchase price has been made.
5. Were we undertake to deliver the goods to the Customer, they will be at the sole risk of the Customer, as from time of arrival at the Customer site, and offloading, storage and protection of such goods shall be the sole responsibility of the Customer who will be responsible for all loss thereof or damages thereto from whatsoever cause arising.

Delay in acceptance of goods on part of the Customer

1. If the Customer does not take delivery of the goods ordered on the due date, then we are entitled either to give him a reasonable extension, after which time we will either otherwise dispose of them or we will immediately invoice him for the goods and store them at his cost and risk. This does not affect our right to withdraw from the agreement or to demand compensation for non-fulfilment. If we demand compensation for non-fulfilment, then we can request without proof 90% of the agreed consideration as indemnity. We reserve the right to claim higher actual damages.

2. The aforesaid provisions also apply, if the Customer, within the framework of a call – off purchase order, does not take delivery of partial shipments at the times agreed with him.

Retention of Title

1. Werner South Africa Pumps & Equipment (Pty) Ltd retain the title to all goods supplied by ourselves until full settlement of all our demands from the supply agreement, including all secondary demands, as well as of all other demands on the Customer from other agreements, which are outstanding at the time of the conclusion of the agreement and until payment has been finalized.
2. The Customer may only dispose of our reserved goods in proper business dealings and by passing on our reservation of title, and this only in as much as he is not in payment arrears. He is not authorized to otherwise make available our reserved goods.
3. If payment is in arrears, or there is a threat that payment may be suspended, or in the case of unsatisfactory information concerning the ability to pay or the financial status of the Customer, or if there have been enforcements of judgments or protests of bills against him, then we have the right to take back the reserved goods. The Customer is under obligation to release these. All costs concerning the taking back and exploitation are to be borne by the Customer. The assertion of our retention of title or the seizure of our goods by us does not constitute a withdrawal of the agreement (Purchase order/Invoice/DN).

Liability / Warranty Claim

Werner South Africa Pumps & Equipment (Pty) Ltd are liable as follows:

1. New parts supplied and workmanship guaranteed for 6 months from date of commissioning and 2 months from invoice for repaired equipment, subject however to a maximum of three hundred and fifty operation hours for new trailer and truck mounted units (From 30kW-250kW Units) and fifty hours for new smaller industrial skid mounted trolley units (up to 29Kw units), and starts once the goods have left our works or after announcement of readiness for dispatch.
Excluded from our warranty are parts subject to fair wear & tear, damages due to incorrect storage and starting up, poor maintenance and damages due to corrosion or cavitation, damage caused by collision or accident.
2. Place of performance for any warranty and guarantee work shall be our works in Springs and/or our subsidiaries, or one of our approved service partners.
3. It is a condition for the warranty claim, that the Customer gives us notice of defects without delay in writing after delivery of the goods; otherwise the goods are treated as approved. This does not however affect the liability for defects that are not obvious. However, as soon as these defects do become apparent, the Customer must immediately advise us of this, otherwise the warranty will not apply.
4. We accept no responsibility for damage caused by normal wear & tear, incorrect or careless handling, unsuitable or improper commissioning, negligence.
5. All product supplied by us need to be commissioned by our personnel at no additional costs in order for the warranty to be valid.
6. We are not obliged to repair or replace the goods for as long as the Customer is in arrears with payment to an amount regard to the purchase price that exceeds the reduced value of the goods taking into consideration the defect.

7. All servicing and maintenance of the equipment supplied must be conducted by Werner South Africa Pumps & Equipment (Pty) Ltd within the warranty period. Where product is serviced by another company within the warranty period the Customer shall forfeit the warranty.
8. Call out and additional costs incurred will be for the Customer account on any warranty claims, and where the claim is not a valid claim as detailed above, all costs involved will be billed for to the Customer. All prices are subject to Value Added Tax (VAT) at the statutory rate currently at 14%.
9. Where we manufacture or supply goods to the Customer's specification and / or drawings or carry out work according to the Customer instructions or those of his advisors, we do not accept responsibility for the efficiency or workability of goods manufactured or work carried out;
10. Under no circumstances shall we be responsible for loss of the Customers profit or for any consequential or indirect or any other damages of any nature whatsoever cause arising.

Final clauses

1. The Customer may transfer his rights under this agreement to third parties only with our prior agreement in writing. The Customer's terms of business will only apply if their validity has been expressly agreed to for the single transaction.
2. The place of performance for all deliveries, services and payments is 4 -6 Edison Road, New Era, Springs South Africa.
3. It is agreed that 4 -6 Edison Road, New Era, Springs is the place of jurisdiction. We are also entitled to claim at the place of business of the Customer.
4. South African law applies exclusively, in as much as mandatory statutory regulations do not conflict with this.
5. If any clause within these General Terms and Conditions of Payment and Delivery is or becomes ineffective, then the validity and enforceability of the remaining clauses will nevertheless remain unaffected.
6. Registration and License Fee costs are not covered and will be charged extra to the Customer's account unless otherwise stated in writing on Werner Quotations.
7. We as a Company do not condone Corruption in any form or manner and Anti-Competitive behavior.