

1. ACCEPTANCE OF ORDERS

- 1.1 All orders for generator sets, engines or equipment quoted on or listed in any catalogue or pricelist of the Seller, are subject to stock availability and/or prior sale. No branch or appointed dealer or Seller representative may commit the Seller to any variation of these conditions of sale.
- 1.2 All prices quoted or acknowledged are subject to variation depending on unforeseen factors that may affect prices between the date quoted and date of delivery or collection, including but not limited to variations in rates of ocean freight; railage; insurance; customs duties and import taxes, and rates of exchange.
- 1.3 The Purchaser has signed and accepted the Generator Set, Engine or Equipment's Pre-Delivery Test Sheet or Check List and thereby confirms that the generator set or engine or equipment has been inspected and tested or checked by a suitably qualified technician, and the Purchaser is satisfied that these conform in all respects to the quantity and quality ordered, and that all relevant instruction or operation manuals and a copy of these warranty conditions have been included.

2. DELIVERY

- 2.1 Delivery is deemed to have taken place on the earlier of the agreed date of delivery or when the Purchaser personally or through his appointed agent removes the generator set, engine or equipment from the sellers premises. Should the Purchaser fail to take delivery on the delivery date the risk of loss or damage to the generator set, engine or equipment together with all or any expenses incurred thereon, including but not limited to storage and delivery charges, shall be borne by the Purchaser.
- 2.2 The Purchaser shall be responsible for the removal and transportation of the generator set, engine or equipment from the Sellers workplace and shall bear all costs associated therewith.
- 2.3 All couriers are deemed to be acting as agents for the Purchaser and risk of loss or damage passes to the Purchaser once the generator set, engine or equipment is in the possession or control of such couriers.
- 2.4 Agreed dates of delivery are approximate dates only and time is not of the essence.
- 2.5 The Purchaser shall at all times be responsible for the off-loading of the generator set, engine or equipment from the vehicle once it arrives at the address nominated by the Purchaser including all costs related thereto.

3. OWNERSHIP & RISK

- 3.1 All generator sets, engines or equipment shall be at the Purchaser's sole risk as soon as they leave the Seller's premises.
- 3.2 The Seller shall not be responsible for any damage whatsoever caused to any generator set, engine or equipment by inadequate and/or improper loading or offloading, installation, tampering, transportation or negligence by any person.
- 3.3 The Seller shall not be responsible for the delivery of any generator sets, engine or equipment to their destination or for any loss or damage in transit from any cause whatsoever arising and the Purchaser hereby indemnifies the Seller against such loss or damage. It shall be the Purchaser's sole responsibility to obtain adequate insurance for the generator set, engine or equipment against loss or damage whilst it is in transit.
- 3.4 Purchaser's generator sets, engines or equipment returned to the Seller for any reason shall be at the sole risk of the Purchaser at all times and the Seller shall be at liberty to store the same otherwise than on its premises or deliver the same to the subcontractor or subcontractors for the carrying out of the whole or any part of the work ordered.
- 3.5 Notwithstanding anything to the contrary contained herein, ownership in all generator sets, engines or equipment sold to the Purchaser by the Seller, as contemplated herein, shall remain solely and exclusively vested in the Seller until payment for such goods has been made in full and the Seller shall be entitled, without prejudice to any rights which it may have in law, to repossess and remove any goods in the possession of the Purchaser (no matter where such generator sets, engine or equipment may be situated), for which the customer has failed to make payment in full.

4. PERFORMANCE

- 4.1 All performance figures are approximate only and the Seller shall be under no liability whatsoever in respect of failure to obtain such figures.
- 4.2 It is specifically recorded that all generator sets, engines or equipment output ratings, per specifications, were measured at sea level and the performance of the generator, engine or equipment may vary according to the altitude at which it is operated.
- 4.3 Drawings, descriptive matter, weights, dimensions and specifications appearing in any manufacturers' documents are approximate only and are subject to modifications without notice.

5. INSTALLATION

- 5.1 The Purchaser shall arrange for the installation of the generator set, engine or equipment by a suitably qualified person and shall bear all costs of such installation. The costs of installation are not included in the Purchase Price.
- 5.2 The qualified person appointed by the Purchaser must provide a signed certificate to the Purchaser detailing the installation work performed, including the electrical connecting, load testing and phase balancing, which certificate must be retained for inspection by the Seller should the need arise.
- 5.3 The qualified person must provide a certificate stating that the generator set, engine or equipment purchased is used in the correct application for which it was manufactured.

6. EXCLUSION OF WARRANTIES

- 6.1 Save to the extent provided in the Warranty hereinafter set out, the Seller gives no guarantee or warranty, express or implied, nor makes any representations of any nature whatsoever in respect of the materials utilized in any generator sets, engine or equipment supplied or installed or repairs effected by it, nor as to the fitness of any such generator sets, engine or equipment installation or repairs for any purpose for which they are required whether such purpose be communicated to the Seller or not. The sole liability of the Seller shall be as provided for by the terms of the Warranty hereinafter set out which shall be deemed to be incorporated in these Conditions of Sale.

7. LIMITATIONS OF LIABILITY

- 7.1 The Seller shall not be liable for any contingent damage or losses, for loss of profit or damages, direct or indirect, under any circumstances whatsoever, consequential or otherwise, which may be sustained by the Purchaser as a result directly or indirectly of:
 - 7.1.1 Generator sets, engines or equipment supplied by the Seller being defective;
 - 7.1.2 Generator sets, engines or equipment repaired by the Seller being defective due to defective workmanship or materials;
 - 7.1.3 Any delay in delivery of any generator sets, engines or equipment by the Seller;
 - 7.1.4 Any delay in effecting any repairs;
 - 7.1.5 The failure by the Seller to deliver any generator sets, engine or equipment as a result of riots, Acts of God, fire, strike, civil commotion, labour dispute, accident, delay in manufacture or transportation, shortage of fuel, material or labour or any act, demand or requirement of any State or Government or any other authority, or any cause whatsoever which is directly or indirectly or entirely or partly beyond the control of the Seller.
- 7.2 Should the Seller supply generator sets, engine, or equipment or parts or do work free of charge in excess of its obligations under these Conditions of Sale, the Seller shall be under no liability whatsoever if such generator sets, engines or equipment or parts prove in any way to be defective.

8. **WARRANTY**
- 8.1 When used in correct applications for which the unit was designed and built, **GENERATOR SETS, ENGINES AND EQUIPMENT OF 10KW AND LARGER** are covered for parts warranty, excluding electronic or electrical components, for a period of twelve months or 500 hours operation from date of sale, whichever occurs soonest.
- 8.2 When used in correct applications for which the unit was designed and built, **GENERATOR SETS, ENGINES AND EQUIPMENT OF 9.9KW AND LOWER** are covered for parts warranty, excluding electronic or electrical components, for a period of six months or 250 hours operation from date of sale, whichever occurs soonest.
- 8.3 If any generator, engine or equipment is damaged or shows a defect during the Guarantee period it is agreed that the Purchaser will immediately inform the Seller of the damage or defect and thereafter must obtain the Sellers written consent to repair the generator. The Purchaser may not repair or make arrangements to repair the generator without the Sellers written consent.
- 8.4 The Seller will not be liable for any expenses (including cost of insurance) incurred in the removal, or replacement, or carriage of the relative generator set, engine or equipment between the Purchaser and the Purchaser's customer, and / or the Seller's workplace, as may be applicable.
9. **RETURNED GOODS**
- 9.1 The Seller is under no obligation to accept the return of any generator set, engine or equipment.
- 9.2 In the event that a Purchaser seeks to institute a warranty claim, the Purchaser must obtain and complete the relevant claim form from the Seller. Only once the completed claim form is submitted to and accepted by the Seller and the return of the generator authorized by the Seller, may the Purchaser return a generator set, engine or equipment . The Seller will not be liable for any costs relating to the unauthorized return of any goods.
- 9.3 Where it is impractical for a generator set of 10KW or larger to be returned to the Seller for investigation of a claim, or where the Purchaser requires assistance regarding a generator set, engine or equipment of such size, the Seller may at its sole discretion elect to inspect the generator set, engine or equipment where it is located. A quotation for the cost of travel and labour will be submitted to the Purchaser, who will be required to pay the amount quoted in advance of the site visit.
- 9.4 The Purchaser will be liable for all travel and labour costs incurred in the inspection and return of generators sets, engine or equipment, which the Seller may reimburse in the event that a warranty claim is subsequently accepted by the seller.
10. **THIS WARRANTY SHALL NOT APPLY TO:**
- 10.1 Any accessories or proprietary fittings whatsoever;
- 10.2 Electronic or electrical components of the generator sets, engine and equipment including but not limited to the coils and wiring which form part of the generator sets;
- 10.3 Generator sets, engines or equipment used for any purposes other than that for which they are intended, or used in a manner other than as prescribed by the Seller, or where the generator set, engine or equipment is operated outside of the manufacturer's specifications as set out in the manuals provided;
- 10.4 Generator sets, engines or equipment which have been modified or repaired by any unauthorized person or are damaged by the Purchaser in any way;
- 10.5 Any defective part or parts which, in the opinion of the Seller, has or have been damaged by fair wear and tear, or by the use of oil (lubricating or fuel) not recommended by the manufacturer, or by failure to maintain and service the generator set, engine or equipment according to the manufacturer's instructions as set out in the manuals provided, or by any other form whatsoever of improper use thereof, or from any alterations whatsoever thereto.
- 10.6 Any generator set, engine or equipment that has been altered or repaired in any manner which in the opinion of the Seller has caused the alleged defects. This includes instances where the configuration of the engine has been altered or modified to suit the requirements of the Purchaser's application.
- 10.7 Use of spare parts other than those recommended by the Seller;
- 10.8 Any generator set, engine or equipment that has been fitted or installed by any person not suitably qualified to do so or if the Purchaser has failed to retain the installation certificate referred to in clause 5.2 above.
11. **NO CLAIM UNDER THIS WARRANTY WILL BE ENTERTAINED UNLESS THE CLAIMANT:**
- 11.1 Contacts the Seller and obtains the necessary claim forms, which must be completed by the claimant and submitted to the Seller within 7 days of any alleged defect in question becoming apparent. The claimant, having submitted the completed claim form, must then adhere to the claim policy and procedures that have been instituted by the Seller.
- 11.2 Original Invoice of Generator, engine or equipment is provided.
- 11.3 Returns the alleged defective item or parts to the Seller carriage paid, with necessary oil samples where applicable, when requested to do so by the Seller, together with any other parts deemed to be required in order to properly investigate the claim.
12. The warranty is only valid when all conditions as laid down by the relative Manufacturer's Warranty of any said generator sets, engines or equipment have been fulfilled.