

JUST PUMPS (PTY) LTD - TERMS AND CONDITIONS

1. GENERAL

- 1.1. **Terms and Conditions** – All orders accepted by Just Pumps are subject to the Terms and Conditions as set out herein.
- 1.2. **VAT** – The amount as set out in any quotation, invoice or document of Just Pumps exclude VAT and all other taxes and duties levied by any governmental agency.
- 1.3. **Stock Availability** – Delivery of imported goods are subjects to stock availability. The delivery times of these goods are best estimates only and will not be binding on Just Pumps in any way or for any reason whatsoever. Delivery times are as follows;
 - 1.3.1. 12 to 14 weeks for Sea freight delivery.
 - 1.3.2. 2 to 4 weeks for standard Airfreight delivery.
 - 1.3.3. Priority Airfreight charges are additional and the timeline to be confirmed on order.
- 1.4. **Import Deposits** – All imported goods warrant a 60% (sixty percent) deposit on standard ranges, and up to 100% on special pumps and parts ordered.
- 1.5. **Cancellation of Orders** – No cancellation or requests for cancellation on special orders, local or imported, will be accepted. All other confirmed and accepted orders cannot be cancelled except with written consent from Just Pumps.
- 1.6. **Goods returned** – Goods returned will not be accepted for credit unless prior approval has been obtained in writing, in which event a handling fee of 20% will be levied as well as any other fees the return may attract. Approved returns are subject to the return of the goods in the original condition as supplied by Just Pumps.
- 1.7. **Demonstration goods** – Any part and or equipment that has been supplied by Just Pumps on a demonstration and or consignment basis must be returned to Just Pumps within 3 (three) days from delivery in the original condition as delivered. If not, these items will be deemed as sold and the customer will be invoiced and liable for the full amount due which will be payable as set out herein.
- 1.8. **Uncollected goods** – Any repair orders that were approved by the customer on any items which remains unpaid and uncollected within 30 days of the repairs being completed may be sold by Just Pumps to defray the cost of such repairs.
- 1.9. **Order specifications** – It is the sole responsibility of the customer to supply Just Pumps with the correct part and or equipment specifications as well as the operational requirements of such with any order. The customer will be fully liable for any orders placed incorrectly.
- 1.10. **Ownership** – All goods remain the property of Just Pumps until the purchase price and all other costs, charges and expenses have been paid in full.
- 1.11. **Services** – All maintenance and repair services shall be rendered during Business Hours. Should the Customer request Just Pumps to undertake any service outside of

Business Hours and should Just Pumps accept such request, the Customer shall pay to Just Pumps its then current rates for the services as requested.

- 1.12. **Repair variances** – Any part and or equipment that is repaired correctly can constitute a performance variance of up to 2% which shall be deemed acceptable. The client will however also remain liable for the cost of all repair efforts as per the accepted order for any larger performance variances and will include all labour, travel, machining, parts and consumables used.
- 1.13. **Limitation of liability** – Under no circumstances shall Just Pumps be liable to the Customer for any consequential, indirect, special, punitive or incidental damages, whether in contract or delict or otherwise, no matter how caused, whether based on any agreement and or commitment performed or undertaken by Just Pumps.
- 1.14. **Applicable Law** – Regardless of the place of execution, performance or domicile of the parties, the Terms and Conditions as set out herein shall be governed according to the laws of the Republic of South Africa.
- 1.15. **Intellectual Property Rights** – No right, title, intellectual property rights or ownership interest shall be acquired by a Party in any Confidential Information of a Disclosing Party unless specifically agreed to the contrary herein or otherwise in writing by the Disclosing Party.

2. QUOTES

- 2.1. **Quotation Validity** – All quotations are valid for 14 (fourteen) days unless otherwise stated in writing.
- 2.2. **Quote Assessments** – All pumps that are performing below the OEM standards and or require repairs needs to be stripped to ensure an accurate repair and or quote assessment.
- 2.3. **Declined Quotes** – All quotes that are declined will be subject to:
 - 2.3.1. A strip and assessment fee of R2500 to recover assessment costs incurred by Just Pumps which excludes travel/courier charges and will be payable by the customer before the return or collection of the equipment; and
 - 2.3.2. The equipment will not be reassembled and will be returned in the stripped condition as per the final assessment.
- 2.4. **Exchange Rate** – All quotations are subject to fluctuations of the exchange rate.
- 2.5. **Supplier Rates** – All quotations are subject to fluctuations of supplier rates.
- 2.6. **STPS** – Prices quoted ex-stock are STPS (subject to prior sale).

3. SERVICE CHARGES AND PAYMENTS

- 3.1. **Payment Options** – Just Pumps will accept payment in the form of EFT (Electronic Funds Transfer) and or CASH. Any cash payments and or deposits will attract a cash handling fee which will be payable by the customer.
- 3.2. **Service Charges** – All payments for any service charges due shall be made free of set-off, bank exchange, commission, or any deduction to Just Pumps and the Customer shall not have the right to defer, adjust or withhold any payment due to Just Pumps.
- 3.3. **COD (Cash on Delivery)** – For cash on delivery orders, specials or imported items a minimum deposit of 60% (sixty percent) of the total price is to be paid on placement of order, and the balance before delivery/collection, unless stated otherwise.
- 3.4. **Late Payments** – Any late or overdue payments will attract the following penalties:
 - 3.4.1. Any discounts will be forfeited, and the Customer will be reinviced accordingly; and
 - 3.4.2. the overdue amounts will attract at the rate of 2.5% per month; and
 - 3.4.3. Just Pump will not perform any further Service to the Customer; and
 - 3.4.4. the warranty of any part or equipment will immediately be cancelled until full payment has been received; and
 - 3.4.5. all monies due to Just Pumps will become payable immediately.
- 3.5. **Approved Account Holders** – approved accounts are subject to all terms and conditions as set out herein including the following terms:
 - 3.5.1. All accounts to approved account holders, including all part and service deliveries accepted by the account holders, are payable strictly on 30 (thirty) days nett from the date of statement.
 - 3.5.2. All payments are to be received in our offices or to be credited to our bank account on or before the last banking day of the month.
 - 3.5.3. All first orders will be on cash on delivery basis only, whereafter customers can apply for credit by completing a credit application form available from the Just Pumps offices. Account approvals will be given at the sole discretion of Just Pumps and will be confirmed in writing.

4. DELIVERIES

- 4.1. **Deliveries and Courier Fees** – All deliveries will attract a delivery and or courier fee which will be charged according to Just Pumps' then current rates for the delivery option selected and agreed upon by the customer.
- 4.2. **Delivery Liability** – Just Pumps undertakes to deliver all goods, equipment and services as soon as reasonably possible, however, Just Pumps shall not be liable for any production loss and or damages caused to any plant machinery and or other equipment and or any other damage whatsoever, which the customer may

suffer arising from the late delivery or non-delivery of any goods and or equipment and or services for any reason.

- 4.3. **Part and Service Deliveries** – If any ordered parts or service deliveries are not accepted by the customer, the reason needs to be submitted to Just Pumps in writing for validation.
- 4.4. **Shortages and Breakages** – Claims for shortages and or breakages will not be accepted by Just Pumps where the customer has accepted receipt of goods in writing.
- 4.5. **Large consignments and equipment** – The delivery and or collection of large consignments and heavy equipment are subject to:
 - 4.5.1. The customer providing forklifts and or sufficient labour necessary for the loading and offloading of vehicles; and
 - 4.5.2. Delivery to and or collection from the ground floor level only. The customer bears all costs and risks thereafter. Additional requirements will attract additional costs. Quotations are available on request.
- 4.6. **Installation and Commissioning Fees** – All deliveries exclude installation and commissioning costs of any equipment and or parts unless specified and confirmed in writing and will be for the customers' account. Quotations are available on request.

5. OBLIGATIONS OF THE CUSTOMER

The essential obligations of the Customer are, *inter alia*, to:

- 5.1. Ensure that the equipment is protected against all forms of electrical surges (surge protection);
- 5.2. Follow correct operating procedures of equipment as per the Manufacturer's Operator Manual and or any other maintenance guidelines provided by Just Pumps;
- 5.3. Ensure that daily/weekly/monthly operator maintenance and inspections and or any other periodic maintenance are monitored and performed diligently as per the Manufacturer's Operator Manual and or any other maintenance guidelines provided by Just Pumps;
- 5.4. Immediately report any signs of malfunction, damage, or overloading;
- 5.5. Ensure that all payments are made timeously;
- 5.6. Ensure that Just Pumps have sufficient access to all the required areas on the customer's premises for any part and service deliveries approved by the customer;
- 5.7. Provide forklifts and or sufficient labour necessary for the removal and reinstallation of equipment due for services, repairs and or overhauls as well as the installation and removal of any loan units required to secure production.

6. LOAN AND RENTAL EQUIPMENT

- 6.1. **Equipment Reliability** – All loan and rental equipment supplied by Just Pumps is either new or has been overhauled to operate as new. Loan and rental equipment are

regularly maintained and fully tested and inspected before leaving our premises and is considered to be free from any defects in materials and workmanship.

6.2. **Loan and Rental Terms** – The following terms will apply to all loan and rental equipment accepted by the customer;

6.2.1. All loan and rental equipment will attract a daily loan/rental service fee which will be charged from the date of delivery or collection; regardless of if the equipment was used or not; and

6.2.2. Weekends and public holidays will be included in all loan and rental periods and will be counted and charged for as set out herein;

6.2.3. Loan equipment will be supplied free of charge for the first 5 (five) days, from the date of delivery, for customer equipment that requires repairs and or overhauls and will be subject to the acceptance by the customer of the repair quote as supplied by Just Pumps. Declined quotes will attract the standard loan service fees as set out herein.

6.2.4. Loan equipment will be supplied free of charge for the first 7 (seven) days, from the date of delivery, for any warranty repairs approved by Just Pumps. Standard fees as set out herein will be payable by the customer unless stated otherwise in writing.

6.2.5. Loan and rental equipment may differ in model and or brand but will be allocated according to the performance specifications required by the customer.

6.2.6. Loan and rental equipment may not be serviced, inspected, repaired, or altered, in any form or way, by any other technician or employee or individual or company or service provider without the written approval of Just Pumps.

6.3. **Customer Liability** – On the acceptance of any loan or rental equipment from Just Pumps the customer automatically becomes liable for;

6.3.1. The payment of fees for the loan and rental equipment as set out herein.

6.3.2. The cost of the replacement and or repair and or service of any component or part, which at the sole discretion of Just Pumps, has been damaged by the ingestion of any foreign materials while being operated by the customer for any period, however short, causing impaired performance of the equipment or the rendering thereof inoperative. Foreign materials include, but are not limited to, any solids, liquids, pump oils with different viscosities, re-condensed water, corrosive gasses, and vapours.

6.3.3. The repair or replacement cost of any damages caused to the loan and rental equipment through incorrect use, misuse, abuse, tampering and or sabotage, including malicious and or accidental damages and or theft, regardless of the age of the equipment.

6.4. **Availability** – The supply of all loan and rental equipment are subject to availability.

7. WARRANTIES

7.1. **General Warranty Terms** – All Just Pumps warranties will be subject to the following general warranty terms:

7.1.1. All parts and lubricants and services and or repairs are to be supplied and performed by Just Pumps;

- 7.1.2. Any part and or equipment failure and or faulty workmanship must be reported to Just Pumps immediately in writing.
- 7.1.3. All warranty claims are subject to the presentation of the original Tax Invoice.
- 7.1.4. All vacuum and pressure equipment under warranty needs to be fitted with sufficient inline air filtration, non-return valves and vacuum and pressure relief valves.
- 7.1.5. The customer will not allow any other technician or employee or individual or company or service provider other than Just Pumps to perform any form of maintenance, service, inspection, repair or alteration in any form or way while any part or equipment is in operation under warranty;
- 7.1.6. The customer is to ensure that daily/weekly/monthly operator maintenance and inspections and any other periodic warranty maintenance are monitored and performed diligently as per the Manufacturer's Operator Manual and or any other warranty maintenance guidelines as provided by Just Pumps;
- 7.1.7. Any warranty maintenance and or services will be charged to the customer and be payable as set out herein as these costs are not included in the initial repair cost.
- 7.1.8. Any equipment or part repaired under warranty will only carry the remainder of the original warranty if still valid.
- 7.1.9. Warranty repairs will be performed on-site when possible or at a Just Pumps premises at the sole discretion of Just Pumps.
- 7.1.10. Warranty repairs and or replacements excludes any collection, delivery and or any other courier or transport costs and will be charged to the customer and be payable as set out herein.
- 7.1.11. Loan units will be provided for warranty repairs as set out herein.
- 7.1.12. Adequate time must be allowed for Just Pumps to investigate, authorise and complete any warranty claims.
- 7.1.13. All warranties will commence on the date of delivery of the part and or equipment and will strictly end on the last day of the given warranty period, no matter how short the part and or equipment have been in operation.
- 7.2. **Part Warranty Terms** – All parts and goods are guaranteed for a period of up to 12 (twelve) months against defects in materials and faulty workmanship unless otherwise stated in writing and is subject to the following conditions:
 - 7.2.1. Faulty goods and goods which can be shown to have been defective prior to delivery, through inadequate material or faulty workmanship, will be repaired or replaced at the option and expense of Just Pumps;
 - 7.2.2. Just Pumps' liability for faulty goods does not extend to deterioration caused by the wear and tear, nor to damages due to faulty or careless handling, excessive strain, unsuitable service conditions, improper use or any other conditions whatsoever, which are beyond the control of Just Pumps;
 - 7.2.3. The warranty becomes null and void if any alterations and or repairs are carried out by the customer and or any other third party without the prior written approval from Just Pumps;
- 7.3. **Warranty Exclusions** – Just Pumps' warranties specifically excludes the following:
 - 7.3.1. Electrical motor damage;

- 7.3.2. Incorrect operating procedures followed;
- 7.3.3. Malicious damage to the part or equipment;
- 7.3.4. Uneconomical repair of the equipment;
- 7.3.5. Tampering with the part or equipment;
- 7.3.6. Sabotage of the part or equipment;
- 7.3.7. Accidental damage to the part or equipment;
- 7.3.8. Damage to equipment that was not kept level during moving, transport, operation and or storage.
- 7.3.9. Any warranty maintenance not completed on the part and or equipment.
- 7.3.10. Any part removal from and or any disassembly whatsoever of any part and or component of the equipment, unless authorised in writing by Just Pumps.
- 7.3.11. The fitment of vanes and any other parts by a third party other than Just Pumps.
- 7.3.12. Any Water, excessive dust, foreign oils, broken non return valves and oil caused damage is not covered under the warranty.

7.4. Warranty Limitations – All warranties will carry the following limitations:

- 7.4.1. All warranties are limited to the specific parts replaced and or the workmanship completed as per the initial order accepted by the customer.
- 7.4.2. The customer will be liable for the cost of the percentage use/wear on any carbon vanes that are replaced under warranty. The percentage will be calculated on the difference between the maximum and minimum operating measurements as indicated by the Original Equipment Manufacturer (OEM) and will be applied to the cost of the replacement value.
- 7.4.3. Just Pumps' warranty liability is confined to the goods and parts supplied and or the workmanship completed on any part or equipment and does not cover any damages caused to customer machinery and or any other equipment, nor shall Just Pumps be held liable for any other consequential loss or damage whatsoever.
- 7.4.4. Just Pumps' warranties are limited to new and or fully overhauled parts and equipment only and will not be extended to any other form of maintenance and or service performed by Just Pumps unless otherwise stated in writing.
- 7.4.5. Just Pumps will not be liable for any part or equipment that cannot be repaired within a 2% (two percent) variance of the original equipment performance specifications due to extensive wear and or damage that the equipment may have suffered and or for any other reason whatsoever.
- 7.4.6. All part and or equipment warranties are subject to the operating conditions as specified by the Original Equipment Manufacturers.

7.5. Warranties Periods – The following warranty periods are specific to the type of equipment as set out below and applies to all models and sizes unless otherwise stated in writing. Warranty extensions and or maintenance plans are available on request;

7.5.1. Overhauled Dry Rotary Vane Vacuum Pumps;

- 7.5.1.1. Daily Operational cycle of 0 (zero) to 8 (eight) hours – 6 months

7.5.1.2. Daily Operational cycle of 8 (eight) to 16 (sixteen) hours – 4 months

7.5.1.3. Daily Operational cycle of 16 (sixteen) to 24 (twenty-four) hours – 3 months

7.5.2. Overhauled Oil Lubricated Rotary Vane Vacuum Pumps;

7.5.2.1. Daily Operational cycle of 0 (zero) to 8 (eight) hours – 6 months

7.5.2.2. Daily Operational cycle of 8 (eight) to 16 (sixteen) hours – 4 months

7.5.2.3. Daily Operational cycle of 16 (sixteen) to 24 (twenty-four) hours – 3 months

7.5.3. New Dry Rotary Vane Vacuum Pumps;

7.5.3.1. Daily Operational cycle of 0 (zero) to 8 (eight) hours – 12 months

7.5.3.2. Daily Operational cycle of 8 (eight) to 16 (sixteen) hours – 8 months

7.5.3.3. Daily Operational cycle of 16 (sixteen) to 24 (twenty-four) hours – 6 months

7.5.4. New Oil Lubricated Rotary Vane Vacuum Pumps;

7.5.4.1. Daily Operational cycle of 0 (zero) to 8 (eight) hours – 12 months

7.5.4.2. Daily Operational cycle of 8 (eight) to 16 (sixteen) hours – 8 months

7.5.4.3. Daily Operational cycle 16 of (sixteen) to 24 (twenty-four) hours – 6 months

7.5.5. Overhauled Side Channel Blowers;

7.5.5.1. Daily Operational cycle of 0 (zero) to 24 (twenty-four) hours – 6 months.

7.5.6. New Side Channel Blowers;

7.5.6.1. Daily Operational cycle of 0 (zero) to 24 (twenty-four) hours – 12 months.

7.5.7. Overhauled Claw Pumps;

7.5.7.1. Daily Operational cycle of 0 (zero) to 24 (twenty-four) hours – 12 months.

7.5.8. New Claw Pumps;

7.5.8.1. Daily Operational cycle of 0 (zero) to 24 (twenty-four) hours – 18 months.

7.6. Customer Warranty Maintenance – The following general warranty maintenance conditions apply to all vacuum and or pressure and or vacuum and pressure combination equipment which are to be performed by the operator;

7.6.1. Air Filters; the following maintenance must be performed on a 40 (forty) hour operational cycle on all the air filters;

7.6.1.1. Filters to be cleaned with compressed air from the inside out.

7.6.1.2. Filters to be inspected for any visible damaged which are to be reported to Just Pumps immediately.

7.6.1.3. Filters to be rotated on re-installation.

7.6.1.4. Filter housing rubbers/gaskets and filter rubbers/gaskets are to be securely in place on re-installation where applicable.

7.6.1.5. Filters needs to fit snugly when re-installed.

7.6.2. Equipment Areas – all equipment surrounding areas must be kept free of dust and or any other particles.

7.6.3. Equipment – all equipment, its components and air vents should be kept free of dust and or any other particles.

7.6.4. **Equipment Run-time** – equipment is to be switched off during tee breaks & lunch times.

7.6.5. **Oil Levels** – all oil levels are to be inspected and maintained daily as per the Original Operator Manual where applicable.

7.7. **Just Pumps Warranty Maintenance** – The following maintenance needs to be performed by Just Pumps within the warranty period and are specific to the type of equipment as set out below and applies to all models and sizes unless otherwise stated in writing;

7.7.1. **Dry Rotary Vane Vacuum Pumps;**

7.7.1.1. **Inspection Services** – needs to be performed on 3 (three) months and 9 (nine) months respectively after delivery.

7.7.1.2. **Air filter services** – all air filters are to be replaced after every 1500 (one thousand five hundred) operational hours and or a minimum interval period of 6 (six) months after delivery, whichever comes first.

7.7.1.3. **Carbon Vanes** – all carbon vanes are to be inspected and or serviced and or replaced after every 1500 (one thousand five hundred) operational hours and or 3 (three) months after delivery, whichever comes first.

7.7.2. **Oil Lubricated Rotary Vane Vacuum Pumps;**

7.7.2.1. **Inspection Services** – needs to be performed on 3 (three) months and 9 (nine) months respectively after delivery.

7.7.2.2. **Air filter services** – all air filters are to be replaced after every 1500 (one thousand five hundred) operational hours and or a minimum interval period of 6 (six) months, whichever comes first.

7.7.2.3. **Separator services** – all separator filters are to be replaced after every 2000 (two thousand) operational hours and or a minimum interval period of 12 (twelve) months, whichever comes first.

7.7.2.4. **Oil Changes** – the following intervals need to be adhered to;

7.7.2.4.1. **New Oil Pumps** – the first oil change needs to be performed after the first 1000 (one thousand) operational hours and or 3 (three) months after delivery, whichever comes first.

7.7.2.4.2. **Standard intervals** – oil changes must be performed after every 2000 (two thousand) operational hours and or a minimum interval period of 6 (six) months, whichever comes first.

7.7.3. **Claw Pumps;**

7.7.3.1. **Inspection Services** – needs to be performed on 3 (three) months and 9 (nine) months and 15 (fifteen) months respectively after delivery.

7.7.3.2. **Air filter services** – all air filters are to be replaced after every 1500 (one thousand five hundred) operational hours and or a minimum interval period of 6 (six) months after delivery, whichever comes first.

7.7.3.3. **Oil Changes** – oil changes must be performed after every 2000 (two thousand) operational hours and or a minimum interval period of 6 (six) months, whichever comes first.