



SFI Group (Pty) Ltd

## Standard Conditions of Sale

### GENERAL TERMS AND CONDITIONS OF MAINTENANCE SERVICES & SALES

#### 1. EXCLUSIONS:

SFI Group (Pty) Ltd shall not be liable under this Agreement :

- 1.1 To effect structural alterations to the premises within which the equipment is installed in order for the servicing, repair or replacement of parts as provided for in this Agreement.
- 1.2 For any default, delay in performance or damage of whatsoever nature caused by any contingency beyond the control of SFI Group (Pty) Ltd, including, but not restricted to war, Government restrictions or restraints, strikes, fire, floods, or shortage or supply of any material or requisite parts.
- 1.3 For any consequential damages of any nature whatsoever, caused by or arising out of a defect in the original equipment or in any replacement or repaired parts, or workmanship as SFI Group (Pty) Ltd whether during an inspection, maintenance or repair of said equipment.
- 1.4 For failure to adhere to any system design or failure to maintain design conditions.
- 1.5 For failure to discover any necessary repairs or replacement of parts.
- 1.6 For the loss of consumable materials, e.g. water, oil, refrigerant, gas, fuel or electric power not directly attributed to its own negligence.

#### 2. GENERAL TERMS:

- 2.1 Payment of all charges shall be affected within 30 (thirty) days from date of first invoice, alternatively COD if specified in the quotation.
- 2.2 Any capital projects will require a deposit of 50% upfront.
- 2.3 Ownership of the goods supplied will only pass to the customer against payment of the whole of the contract price.
- 2.4 Where equipment is being installed on a property not owned by the client, the landlord shall be advised by the client of the ownership clause in 2.3 above. The contractor reserves the right to remove any equipment installed if full payment is not received.
- 2.5 SFI Group (Pty) Ltd shall be entitled to suspend delivery of goods or services while the customer is in breach of any of the stipulated terms.
- 2.6 The customer shall provide water and electrical power required for carrying out the service contract free of charge.
- 2.7 The services to be performed under this agreement shall not provide a guarantee against ordinary ageing, obsolescence, or normal wear. As a consequence, inspections shall not be construed as a representation regarding the condition of the equipment.
- 2.8 For the duration of this agreement, reasonable care should be taken to ensure that no other party shall work on the equipment covered, without the prior consent of SFI Group (Pty) Ltd.

#### 3. LEGAL TERMS:

- 3.1 In the event of the customer failing to pay any sum in terms of this agreement timeously:
  - 3.1.1 SFI Group (Pty) Ltd shall be entitled to suspend all further work required by it in terms of this agreement and shall not be liable for any damages of whatsoever nature suffered by the customer as a consequence of such suspension.
  - 3.1.2 Failing to render payment within 10 (ten) days of receipt of a registered letter notifying it of its failure and demanding payment, SFI Group (Pty) Ltd shall be entitled to terminate the agreement and SFI Group (Pty) Ltd shall have no further obligation hereunder.
  - 3.1.3 The sum outstanding shall bear interest at a rate of 2% above the prime overdraft rate charged by the Standard Bank of South Africa from time to time.
- 3.2 For the purpose of any legal proceedings of whatsoever nature arising out of this agreement, the customer consents to the jurisdiction of the Magistrates Court, notwithstanding that the amount or issue in dispute may exceed that Courts ordinary jurisdiction.
- 3.3 Notwithstanding the contents of 3.2 above, either party may elect to refer any dispute arising from this agreement, for decision by an arbitrator who shall be chosen by agreement, or failing agreement, by the President of the Law Society applicable to the Province in which a dispute may arise. All proceedings there under shall be in accordance with the provisions of the Arbitration Act, as amended.

#### 4. LIMITED GUARANTEE:

SFI Group (Pty) Ltd undertakes that in effecting of its obligations of this agreement, it will utilise original manufacturers parts (unless otherwise agreed) which are free from defect and will affect workmanship of the highest standard. SFI Group (Pty) Ltd will warrant replacement parts for a period of 12 months from date of installation.

SFI Group (Pty) Ltd will rectify defective workmanship at its own cost, if the customer notifies it thereof within 30 (thirty) days of installation or repair. SFI Group (Pty) Ltd shall incur no other liability than the aforementioned and in particular shall not be liable for any losses incurred by the customer consequent thereon. No liability whatsoever shall exist in the event of a breach of clause 2.5 hereof.