

1. WARRANTIES

1.1 New Products

If within a period of twelve (12) months from the date of delivery or from the date of commissioning ('warranty period') any new product sold by Sanitations and Projects (Pty) Ltd is found to be defective in materials or workmanship, or does not conform to any applicable drawings and specifications approved by Sanitations and Projects (Pty) Ltd, then Sanitations and Projects (Pty) Ltd will, at its option, either repair or provide a replacement part or product provided that.

- ☐ the Purchaser has given written notice to Sanitations and Projects (Pty) Ltd of any alleged defect within the warranty period;
- ☐ the Purchaser has provided Sanitations and Projects (Pty) Ltd a reasonable opportunity to perform all appropriate tests on the Product; and
- ☐ the defective part or Product is promptly returned to a designated Sanitations and Projects (Pty) Ltd service center.

Any defective part or Product replaced will become Sanitations and Projects (Pty) Ltd property and the repaired or new part or product will be delivered free to the Purchaser's site.

1.2 Repaired Products

For repaired Products, the warranty period is six (6) months from the date of repair and shall only apply to parts or products repaired or replaced by Sanitations and Projects (Pty) Ltd. No separate warranty shall apply to repaired products as a whole or to parts not repaired or replaced by Sanitations and Projects (Pty) Ltd.

1.3 Exceptions

The warranties given by Sanitations and Projects (Pty) Ltd in 1.1 and 1.2 above do not cover:

1.3.1 Fair "wear and tear" and failures or damage not reported to Sanitations and Projects (Pty) Ltd within the warranty period.

1.3.2 Failures or damage due to misapplication, abuse, improper installation or abnormal conditions of operation.

1.3.3 Failures or damage due to operation, either intentional or otherwise, above or below rated capacities or in an otherwise improper manner.

1.3.4 Failures or damage resulting from Products which have been in any way tampered with or altered by anyone other than an authorized representative of Sanitations and Projects (Pty) Ltd.

1.3.5 Products damaged in shipment or without the fault of Sanitations and Projects (Pty) Ltd.

1.3.6 Failures or damage resulting from the incorporation of, or failure of, non-Sanitations and Projects (Pty) Ltd manufactured or supplied parts in the Products.

1.4 Performance Guarantee

The performance of Sanitations and Projects (Pty) Ltd pumps is guaranteed only to the extent of the current water performance curve published by Sanitations and Projects (Pty) Ltd

for the pump. This performance can be verified where required by the Purchaser with water performance tests carried out at an independent test facility prior to dispatch. Additional charges and delivery extension apply if this verification is required.

As the performance of Sanitations and Projects (Pty) Ltd pumps on site include many factors beyond Sanitations and Projects (Pty) Ltd control no performance guarantees will be

accepted by Sanitations and Projects (Pty) Ltd based on site measurements.

1.5 Purchased Equipment

Sanitations and Projects (Pty) Ltd does not warrant any equipment of other manufacturers which is designated by the Purchaser or purchased by Sanitations and Projects (Pty) Ltd

for resale to the Purchaser either separately or as a part of equipment manufactured by Sanitations and Projects (Pty) Ltd. For such equipment, the warranty established by the manufacturer of the equipment shall apply.

1.6 Supply of Services

When Sanitations and Projects (Pty) Ltd supplies services to the Purchaser including laboratory testing, process development, equipment selection, design, detail, contract supervision and contract management, Sanitations and Projects (Pty) Ltd shall exercise its best skill, competence and experience to undertake such services.

1.7 Limit of Liability

Sanitations and Projects (Pty) Ltd liability under 1.1, 1.2 and/or 1.6 shall in no event exceed the cost of replacing or repairing the Products sold or supplying the services again.

1.8 In no event shall Sanitations and Projects (Pty) Ltd be liable for any:

- ☐ Expenses incurred by the Purchaser in an attempt to repair or rework any allegedly defective Product or service.

- ☐ Losses, costs, expenses, liabilities and damages (including loss of profits, liabilities of the Purchaser to its customers or third persons, and any other consequential damages), whether direct or indirect and whether or not resulting from or contributed to by the default or negligence of Sanitations and Projects (Pty) Ltd, its agents, employees and subcontractors, which might be claimed as the result of the use or failure of the Product sold or the services supplied.

2. INDEMNITY

Subject to clause 1, the Purchaser indemnities and holds Sanitations and Projects (Pty) Ltd harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by Sanitations and Projects (Pty) Ltd and from and against all actions, proceedings, claims or demands made against Sanitations and Projects (Pty) Ltd, arising in either case as a result of:

2.1 The Purchaser's failure to comply with any laws, rules, standards or regulations applicable in relation to the Products or the use of the Products.

2.2 any use of the Products contrary to any instructions or warnings given by Sanitations and Projects (Pty) Ltd.

2.3 any failures resulting from the incorporation of, or failure of, non- Sanitations and Projects (Pty) Ltd manufactured or supplied parts in the Products.

3. RETURNS, DELIVER AND CANCELLATION.

3.1 Sanitations and Projects (Pty) Ltd shall deliver all products at the place and time agreed in writing, provided that customer has ensured that all technical details and formalities concerning the execution of the Agreement is available to Sanitations and Projects (Pty) Ltd, and provided that customer makes the payment.

3.2 If products are not delivered 90 days after the agreed delivery date, customer may terminate for cause, by written notification, the part of the Agreement concerning products in delay.

3.3 If customer does not take delivery (fully or partly) on the date agreed, customer shall pay as if delivery had been made, and Sanitations and Projects (Pty) Ltd is entitled to damages from customer for any loss suffered due to non-delivery including additional transportation and storage costs. Sanitations and Projects (Pty) Ltd may alternatively terminate the Agreement (or part thereof) and claim damages from customer for any loss suffered caused by non-delivery, including any additional transportation costs.

3.4 Sanitations and Projects (Pty) Ltd may deliver the products by instalments in any sequence.

3.5 No Agreement can be cancelled without the prior written acceptance by Sanitations and Projects (Pty) Ltd.

If Efficient Pumps accepts to cancel an Agreement, it shall happen according to the following terms:

(a) In case of cancellation of products supplied correctly as per specs and customer acknowledgement, Sanitations and Projects (Pty) Ltd shall apply a cancellation fee of 20 % of the net invoice value of the Agreement.

(b) In case of cancellation of non-stock products, Sanitations and Projects (Pty) Ltd shall apply the following

cancellation fees on the following conditions:

(i) The products are not yet shipped: Sanitations and Projects (Pty) Ltd shall apply a cancellation fee of 50 % of

the net invoice value of the Agreement.

(ii) The products are shipped: Sanitations and Projects (Pty) Ltd shall apply a cancellation fee of 100 % of the

net invoice value of the Agreement.

(c) If the products have been (partially delivered), the following additional conditions shall apply to the cancellation:

(i) Only products continuously kept in stock (A stock products) can be returned

(ii) Products more than 3 months old from the invoice date cannot be returned to Sanitations and Projects (Pty) Ltd.

(iii) Returned products must be in their original, undamaged state and packaging.

(iv) Customer shall notify Sanitations and Projects (Pty) Ltd customer service in advance in writing with a copy

of the original invoice attached

(v) The cost of reshipment of the good to Sanitations and Projects (Pty) Ltd warehouse shall be paid by the customer.