



# TERMS AND CONDITIONS OF SALE, HIRE, AND REPAIR

## Compaction Components (PTY) Ltd (2013/128724/07)

("The Company", "we", "us", "our")

**Effective Date: April 2026**

### 1. DEFINITIONS

- **"Customer"** means the person, company, or entity purchasing, hiring, or requesting repairs from the Company.
- **"Goods"** means equipment, tools, machinery, spare parts, and any other items supplied by the Company.
- **"Hire Goods"** means Goods supplied under a hire agreement.
- **"Services"** means repairs, maintenance, or other services provided by the Company.
- **"Bespoke Items"** means any Goods manufactured, modified, or built to the Customer's specific requirements.
- **"Quotation / Pro-Forma Invoice / Invoice"** means the Company's written offer or tax invoice.

### 2. ACCEPTANCE OF TERMS

By signing any Quotation, Pro-Forma Invoice, or Invoice, or by placing an order (verbally or in writing), or by making a non-refundable deposit and/or any form of payment or by accepting delivery of Goods or Hire Goods, the Customer accepts these Terms and Conditions in full. These Terms and Conditions apply to all sales, hires, and repair services and override any terms the Customer may seek to impose. All Goods and Services will be supplied strictly as detailed on the applicable Quotation, Pro-Forma Invoice, or Invoice.

### 3. ORDERS AND QUOTATIONS

- Quotations are valid for 30 days unless otherwise stated.
- The Company reserves the right to amend or withdraw quotations before acceptance.
- The Customer is responsible for ensuring the accuracy of all specifications provided.

### 4. PAYMENT TERMS

- Payment terms are as stated on the Invoice or Quotation.
- **All COD (Cash on Delivery) and deposit payments must reflect in the Company's bank account** before Goods are released or Hire Goods are dispatched.
- **Deposit payments are non-refundable.**
- Ownership of all Goods remains with **Compaction Components (PTY) Ltd** until paid in full, regardless of delivery or location (Retention of Title).
- **Late payments** will attract interest at **3% per month** (or part thereof) from the due date until payment is received in full.
- The Customer may not withhold payment due to any dispute, claim, or counterclaim.



## 5. DELIVERY AND RISK

- Delivery dates are estimates only and not guaranteed.
- Risk in the Goods passes to the Customer upon delivery or collection, whichever occurs first.
- The Company is not liable for any loss or damage after risk has passed.

## 6. RETURNS, REFUNDS AND CANCELLATION

- **Bespoke build items are non-refundable** and cannot be cancelled once production has commenced.
- Standard stock items may be returned within 7 days of delivery subject to prior written approval, in original packaging, and in re-saleable condition. A restocking fee of up to 20% may apply.
- No returns will be accepted on electrical items, opened packages, or used items unless defective and covered by warranty.
- Custom or modified items are non-returnable.

## 7. WARRANTY

- All electrical items carry **no warranty** unless otherwise agreed in writing by the manufacturer.
- Standard mechanical Goods carry a manufacturer's warranty (where applicable) as detailed in the manufacturer's documentation.
- The Company's warranty on repairs is limited to 3 months on workmanship only, unless otherwise agreed.
- Warranty is void if Goods are misused, modified without approval, or subjected to abnormal conditions.
- The Customer is responsible for returning defective items to the Company's premises at their own cost.

## 8. HIRE TERMS (where applicable)

- Hire periods are as agreed in the Hire Agreement.
- Hire Goods remain the property of the Company at all times.
- The Customer is fully responsible for the care, security, and insurance of Hire Goods from the time of collection/delivery until return.
- The Customer indemnifies the Company against any loss, damage, or theft of Hire Goods.
- Late return of Hire Goods will incur additional daily hire charges plus any other costs.

## 9. REPAIRS

- All repairs are subject to a diagnostic fee (if applicable), payable before work commences.
- The Company will provide an estimate, but final costs may vary.
- The Customer authorises the Company to sub-contract repairs if necessary.
- Uncollected repaired Goods after 30 days may be sold to recover costs.

## 10. LIABILITY

- The Company's total liability under any contract shall not exceed the value of the Goods or Services supplied.
- The Company is not liable for indirect, consequential, or special losses, including loss of profit, business interruption, or downtime.
- Nothing in these Terms limits liability for death, personal injury due to negligence, or fraud.



### **11. FORCE MAJEURE**

The Company is not liable for any delay or failure to perform due to events beyond its reasonable control (including strikes, supply shortages, acts of God, war, or government restrictions).

### **12. GOVERNING LAW**

These Terms and Conditions are governed by the laws of the Republic of South Africa. The parties submit to the exclusive jurisdiction of the South African courts.

### **13. GENERAL**

- If any provision is held invalid, the remainder remains enforceable.
- No waiver of any breach constitutes a waiver of any subsequent breach.
- The Customer may not assign rights without the Company's written consent.
- These Terms may be updated by the Company from time to time. Current Terms apply to all transactions.

**By signing below or accepting delivery, the Customer confirms they have read, understood, and agree to be bound by these Terms and Conditions.**

**Signed on behalf of Customer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name & Designation:**