



CONDITIONS OF SALE

The approval of our quotation includes the acceptance of these conditions unless a variation is agreed in writing and signed by authorised person.

There will be no amendments or alterations to these conditions of Contract, service and sale unless recorded in writing and approved by an authorized Impact Pneumatics member.

These terms shall prevail over any terms or conditions stipulated or referred to by the customer in any order or in any negotiations preceding the placing of any order.

No representations or warranties made by the company to a customer whether before or after the conclusion of any sale shall be applicable to such sale if in conflict or at variance with these terms of sale. No variation of these terms of sale shall be of any force or effect unless such variation is reduced to writing and is signed by a duly authorized representative of the Company.

Cancellations

The customer by issuing a Purchase order accepts Impact Pneumatics Terms and Conditions.

The Agreement between both parties are effective from date of Purchase Order issued.

A 50% cancellation fee will be applicable, payable immediately on all confirmed orders received based on the total Value of the Project

Any goods rejected by you that is not complying with the contract must be done so within 5 days of receipt of goods.

Payment Terms

Prices are strictly Net and not subject to any settlement discounts.

Payment terms for Account Holders are strictly 30 Days from date of Statement. We reserve the right to charge interest at 2% above the prime rate on all overdue amounts.

A cancellation fee of 20% will be applicable, payable immediately on all confirmed orders received, based on the total value of the project (Including VAT) if cancelled

An initial deposit of 40% for account holders is applicable on all orders for machine/packages.

(Please note that on certain new equipment a full payment will be necessary)

New Customers and Cash Customers

Full payment to reflect in our account prior to equipment being released or services rendered.

Price Variation

The prices quoted for equipment and accessories that are for delivery ex stock RSA, are fixed and firm.

EX Import Delivery

Our prices are based on current factory list prices. Any variation to import duty, surcharges, inland and ocean freight rates, insurance, packaging and landing charges would be for your account either way. Should the above clause be applicable, the exchange rate will be that ruling on the date of Invoice to you.

Installation / Rigging

Installation / Rigging to and at your works will be for your own account, unless otherwise stated on the approved quotation. We shall not be held responsible for any damages caused by loading and placing of equipment. Offloading insurance shall be for the clients account.

Commissioning

Commissioning / Training are Included in the price within 50km Radius, permitted it falls within our working hours from Monday to Friday. Over weekend and Public Holiday commissioning will be an additional expense for your account and be quoted on.

Commissioning must be by an authorized Impact Pneumatic Technician.

Electrical

All electrical work and Installations will be for your Account.

Delivery

Delivery dates are estimated based on supply and quoted on in good faith, we cannot be held liable for any event caused by the late delivery of equipment due to suppliers, export, or any factor outside our control. We will however do every effort to comply with the delivery dates.

Delivery dates would be stated on each quote.

The Company shall only be obliged to deliver goods in accordance with the general description under which they are sold whether or not any special or particular description shall have been given or be implied by less or otherwise or be contained in any illustration, specification or statement. Any description or sample given of any goods is by way of identification only and does not constitute a sale by description or sample and the Company does not warrant the fitness of any goods for any particular purpose unless an express written guarantee is given to the customer separately in respect of each sale

Ownership

Ownership in any goods shall not pass to the Customer but remain with Impact Pneumatics until the entire purchase price and all costs to delivery and installation has been fully paid. All such goods shall be deemed to remain movable property and severable without injury to such immovable property and the Customer shall protect the goods against any loss or damage and allow Impact Pneumatics inspection of the goods. The Customer is not allowed to sell or alienate the goods and be comprehensively insured for not less than the purchase price thereof.

The risk in and to any goods purchased by the Customer, shall be deemed to have passed to the Customer upon goods leaving any premises of the Company, notwithstanding that delivery to the Customer may only be effected subsequently. Any person placing an order on the Company shall be deemed to be authorized by the Customer to pay such order, and the Customer shall bear the onus to prove any lack of authority of the person placing an order on the company

Warranty Period – New & Refurbished Units

12 months or 8000 hours workmanship warranty whichever comes first from date of delivery. The warranty is subject to the unit being serviced every 2000 hours by Impact Pneumatics service technicians.

Terms and Conditions on Standard Warranty

1. The equipment supplied or repaired by us warrants to be free from defects in workmanship arising from normal use and services during the warranty period provided –
2. **No** warranty on electrical motors.
3. Our operating and servicing instructions are strictly adhered to and a log book shall be kept on each unit.

4. Units, Parts are not repaired or altered or set differently without our knowledge.
5. No overloading of pressure, temperatures, unauthorized stopping or any other misuse or neglect of the equipment, also only parts approved by us will be allowed to be used on the equipment.
6. Any lightning strikes, load shedding, power fluctuations or phase imbalance leading sub sequential equipment damage is not covered under this warranty.
7. Our liability under this warranty is limited to the replacement or repair at our workshop of any part or parts returned to us, which on investigation by us appear to be defective in material or workmanship. Replacement parts will be supplied by us free of charge at our works. Transportation and labour and any other costs not relating to spares, if required, will be for the customer's account at our standard rates.
8. There is several factors that plays part in the performance of air quality and it is known to be adversely affected by high temperatures and low inlet pressures.
9. We cannot be held responsible for the performance of equipment not manufactured by us and our manufacturing standards, i.e. a sub supplier or contractor. We will however refer to the manufacturer any complaint by the customer that the equipment does not perform in accordance with the manufacturer's rules and sales information.
10. We cannot give any warranty as to the performance, quality or condition for any use or purpose of any equipment or parts sold or supplied to us and by us. Parts warranty will be as per supplier's documentation and terms.
11. Our liability in respect of any defect in or failure of equipment or parts sold by us and not manufactured by us will be limited to the above stipulations of this warranty.
12. We shall not be held responsible or liable for any loss of profits, direct or indirect or damages, labour costs of whatsoever nature which may be suffered by the customer arising directly or indirectly from any defect in or failure of equipment or parts sold or supplied by us, or any other breach of contract or warranty.
13. Workmanship Warranty for Services and Repair Work will be 3 Months or 2000 Hours whichever comes first from date of the service or repair.

Consequential Damages

Impact Pneumatics (PTY) LTD shall not, at any time, be liable for any claims for consequential loss or damage that may be sustained by you, loss of profits or labour standing time or for any claims made by any other person whatsoever, in connection with any contracts made by us or the use of goods sold by us and whether due to delay, defect, negligence or otherwise.

Jurisdiction

The Customer consents to the jurisdiction of the Magistrates Court, which has jurisdiction over the Customer, for purposes of any legal proceedings between the Customer and the Company, notwithstanding, that the amount of the Company's claim may exceed the jurisdiction of the Magistrates Court

Privacy and Protection and Personal Information

Protecting your privacy is especially important to us.

Impact Pneumatics (PTY) LTD is committed to complying with the Protection of Personal Information Act 4 of 2013 in relation to the processing of your personal information.

The personal information hereby provided by you will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between us. The personal information will be provided to all relevant Third parties should it be required while conducting business for this specific purpose. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorisation obtained.

Should you want to know how and why we collect, store, use, share or otherwise process your personal information kindly refer to our Privacy Policy. It also explains your rights in relation to your personal information and how to contact us if you have a question or complaint.

Compressed Air Division

Dryer Division

Air Audit Division

Pressure Vessel Testing Division

Hire Division

www.impact-compressors.co.za

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