



SDK COMPRESSORS



SALES, SERVICE, REPAIRS, PRESSURE TESTING & INSTALLATIONS

15 Hoog Street, Malmesbury, 7300 • Cell: 084 715 9955 • Email: morne.sdk.sa@gmail.com

SDK Compressors Terms and Conditions

These Terms and Conditions govern all quotations, sales, rentals, services, repairs, maintenance, installations and deliveries undertaken by SDK Compressors (Pty) Ltd ("SDK Compressors"). By accepting a quotation, issuing a purchase order, making payment, requesting SDK Compressors to proceed with any work, accepting delivery of goods or services, or otherwise conducting business with SDK Compressors, the Customer confirms that they have read, understood and agree to be bound by these Terms and Conditions, which form the entire agreement between the parties unless otherwise agreed in writing.

1. Quotations

- 1.1 All quotations are valid for fifteen (15) calendar days unless otherwise stated in writing.
- 1.2 Quotations are subject to stock availability.
- 1.3 Prices are exclusive of VAT unless otherwise stated.
- 1.4 Prices are subject to change without notice due to supplier price increases, exchange rate fluctuations or circumstances beyond SDK Compressors' control prior to acceptance.
- 1.5 Errors and omissions are excluded (E&OE).

2. Acceptance

2.1 The Customer shall be deemed to have accepted these Terms and Conditions upon the first occurrence of any of the following:

Acceptance of a quotation;

Issuing a purchase order;

Payment of a deposit or invoice;

Requesting SDK Compressors to commence any work;

Acceptance of delivery of any goods or services;

Acceptance of an installation, repair or commissioning;

Continuing to conduct business with SDK Compressors after receipt of these Terms and Conditions.

2.2 No signature shall be required for these Terms and Conditions to become binding where the Customer has accepted or acted upon any quotation, invoice, order confirmation or delivery issued by SDK Compressors.



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3. Payment Terms

3.1 Unless otherwise agreed in writing, all accounts are strictly Cash on Delivery (COD).

3.2 Deposits required:

• 60% deposit:

- Repairs
- Services
- Piston compressors
- Airline installations

• 100% payment prior to ordering:

- Screw compressors
- Imported equipment
- Special-order items

3.3 Goods remain the property of SDK Compressors until payment has been received in full.

3.4 No goods will be released until payment reflects as cleared funds.

3.5 Payments may only be made by EFT or cash.

Cheques are not accepted.

4. Retention of Ownership

Ownership and title to all goods supplied shall remain vested in SDK Compressors (Pty) Ltd until the purchase price and all other monies owing have been paid in full.

Until ownership passes, the Customer shall:

- keep the goods insured;
- keep the goods in good condition;
- not sell, lease, pledge or encumber the goods.

SDK Compressors reserves the right, where legally permitted, to recover unpaid goods without prejudice to any other legal remedies available.

5. Delivery

Delivery dates are estimates only.

SDK Compressors shall not be liable for delays caused by suppliers, transport companies or circumstances beyond its reasonable control.

Risk in the goods passes upon delivery or collection.



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6. Additional Work

Any labour, transport, materials or components required in addition to the accepted quotation shall be charged separately.

Should additional faults be identified during repairs, a supplementary quotation will be submitted before work proceeds.

7. Declined Repairs

Should a repair quotation be declined after dismantling:

- Strip & Quote Fee: R450.00
- Reassembly Fee: R450.00

Transport costs are additional.

Payment is required before collection.

8. Warranty

8.1 All equipment supplied by SDK Compressors (Pty) Ltd is subject to the applicable manufacturer's warranty, where applicable.

8.2 The warranty period, scope of cover, exclusions and conditions shall be those contained in the manufacturer's official warranty document provided to the Customer prior to or at the time of sale.

8.3 The applicable manufacturer's warranty forms part of the agreement between SDK Compressors and the Customer.

8.4 SDK Compressors will provide the Customer with the relevant manufacturer's warranty documentation for the equipment purchased.

8.5 Mechanical repairs carried out by SDK Compressors carry a three (3) month workmanship warranty unless otherwise agreed in writing.

8.6 Used compressors carry a three (3) month warranty unless otherwise stated in writing.

8.7 Warranty claims shall only be considered where:

Full payment has been received;

Equipment has been installed and operated in accordance with the manufacturer's requirements;

Scheduled maintenance has been carried out by SDK Compressors or an authorised service provider where required by the manufacturer;

The equipment has not been modified, abused or operated outside its intended application.



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9. Warranty Exclusions

9.1 In addition to the exclusions, limitations and conditions contained in the applicable manufacturer's warranty, the following shall not be covered under any warranty provided by SDK Compressors (Pty) Ltd or the manufacturer:

- Electrical motors, electrical components and electrical failures (unless expressly covered by the applicable manufacturer's warranty);
- Consumable items and normal wear and tear;
- Damage resulting from incorrect installation, including electrical installations carried out by third parties;
- Damage caused by power failures, load shedding, voltage fluctuations or power surges;
- Damage arising from misuse, abuse, negligence, accidents or improper operation;
- Damage resulting from operating the equipment outside the manufacturer's specified operating conditions or duty cycle;
- Incorrect sizing or application of the equipment;
- Failure to carry out the manufacturer's prescribed maintenance schedule;
- Repairs, modifications or alterations carried out by any person not authorised by SDK Compressors or the manufacturer;
- Damage caused by contaminated air, water ingress, unsuitable operating environments or inadequate ventilation;
- Any indirect, consequential or economic loss arising from equipment failure.

9.2 Warranty claims will only be considered where the Customer complies with all applicable warranty conditions contained in the manufacturer's warranty documentation and these Terms and Conditions.

9.3 Where a conflict exists between these Terms and Conditions and the manufacturer's warranty, the manufacturer's warranty shall prevail only in respect of the manufacturer's warranty obligations. These Terms and Conditions shall continue to apply in all other respects.

10. Installation

Electrical connections shall be completed by a qualified electrician.

SDK Compressors accepts no responsibility for incorrect electrical installations performed by third parties.

11. Repairs

No repairs or work shall commence until the quotation has been accepted and any required deposit has been received.

12. Limitation of Liability

SDK Compressors shall not be liable for:

- Production losses;
- Downtime;
- Loss of profits;



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- Consequential losses;
- Indirect damages;
- Business interruption;
- Delays beyond its reasonable control.

The maximum liability of SDK Compressors shall never exceed the value of the goods or services supplied.

13. Cancellation

Accepted orders cancelled by the Customer shall attract a cancellation fee equal to 15% of the order value.

Special-order items and costs already incurred remain payable.

14. Collection & Storage

Goods remaining uncollected for more than thirty (30) days may incur reasonable storage charges.

15. Default

Should payment not be received:

SDK Compressors reserves the right to:

- Suspend further work;
- Suspend deliveries;
- Recover supplied goods;
- Institute legal proceedings.

The Customer shall remain liable for:

- Interest permitted by law;
- Attorney-and-client legal costs;
- Collection commission;
- Tracing fees.

16. Force Majeure

SDK Compressors shall not be liable for any delay or failure to perform resulting from events beyond its reasonable control, including but not limited to:

- Acts of God;
- Fire;
- Flood;



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- War;
- Civil unrest;
- Strikes;
- Government actions;
- Supplier shortages;
- Import restrictions;
- Transport delays;
- Power failures;
- Load shedding;
- Pandemics;
- Any similar unforeseen event.

Performance shall be suspended for the duration of such event.

17. Governing Law & Jurisdiction

These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

The Customer consents to the jurisdiction of the Magistrate's Court for any dispute arising from these Terms and Conditions, notwithstanding that the claim may exceed that Court's ordinary monetary jurisdiction.

SDK Compressors reserves the right to institute proceedings in any court having competent jurisdiction.

18. POPIA

SDK Compressors processes personal information in accordance with the Protection of Personal Information Act, 4 of 2013.

Information supplied by the Customer may be used for quotations, invoicing, delivery, warranty administration, service scheduling, legal compliance and credit administration.

Customer information will be treated as confidential and only disclosed where required by law or necessary to fulfil contractual obligations.

19. General

No amendment to these Terms and Conditions shall be valid unless confirmed in writing by SDK Compressors.

Should any provision be declared invalid, the remaining provisions shall remain enforceable.



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These Terms and Conditions supersede all previous versions.

