

# FLUID CONTROLS TRADING cc / DRUM PUMPS FOR AFRICA cc

Terms & Conditions – Rev 05/2025

## \*\*\*\*\* NO RUSSIA CLAUSE \*\*\*\*\*

(1) The BUYER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Agreement that falls under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The BUYER shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The BUYER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the Agreement, and Fluid Controls Trading / Drum Pumps for Africa shall be entitled to seek appropriate remedies,

(5) The BUYER shall immediately inform Fluid Controls Trading / Drum Pumps for Africa about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The BUYER shall make available to Fluid Controls Trading / Drum Pumps for Africa information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

### (1) PAYMENT:

- i. Electronic Fund Transfer (EFT), despatch only after funds are confirmed in our account.
- ii. Customers wanting to collect same day must do an instant payment, which must reflect in our account.
- iii. Any direct bank payment made by cheque/cash deposit, are subject to a 2.5% levy added to the price and a 7 day clearing period.
- iv. Visa & Master Cards only, are welcome at our counter.
- v. Placing an order does not reserve stock. Stock will only be set aside for 1 working day from proforma date. We only reserve stock for your order once payment is confirmed. Should items no longer be in-stock, then availability will coincide with our next normal import consignment.
- vi. Orders not paid for after 30 days of ordering date will be considered dormant and cancelled.

### (2) PRICES:

Unless otherwise stated the prices are in ZAR, are Nett & Exclude VAT.

### (3) VALIDITY:

- i. All quotes and all proforma are only valid for 30 days from the document date, subject to stock on hand at the time of the offer and prices having not increased more than 2% since the offer was made.
- ii. Additional items required or items no longer on hand will require a quote review.
- iii. Fluid Controls Trading cc / Drum Pumps for Africa cc reserve the right to withdrawn any quotation/offer made at any time before or after acceptance thereof.
- iv. Quotes shall be deemed to have been automatically withdrawn If not accepted within 30 days of document date.

### (4) COLLECTION:

- i. Prices are based on collection of goods from our Florida Office
- ii. On request only, extra charge for courier delivery can be quoted.

### (5) ACCEPTANCE:

- i. By accepting this quote or proforma or any order given to Fluid Controls Trading cc / Drum Pumps for Africa cc, the Customer agrees to these terms & conditions.
- ii. In addition Fluid Controls Trading cc / Drum Pumps for Africa cc will not waiver any contradictory conditions set out by the Purchaser in their Terms of Purchase that conflicts with any of these conditions, or in any way purports to qualify or negate any of them, thereby undermine our rights as the seller, shall not be applicable.

### (6) CANCELLATION OF SPECIAL ORDERS:

- i. Agency Products: NON-STOCK and/or JOB SPECIFIC items including order quantities exceeding normal stock level, will require a non-refundable 75% deposit on order placement.
- ii. Local Buyouts: NON-STOCK and/or JOB SPECIFIC items including order quantities exceeding normal stock level, will require a non-refundable 100% payment on order placement.
- iii. The deposit or payment will NOT be refunded should the order be cancelled or returned by the Purchaser.

(7) CORRECTLY SUPPLIED GOODS:

- i. Only Items continuously kept in stock (STOCK PRODUCTS) can be returned. (See *CANCELLATION OF SPECIAL ORDERS for NON-STOCK*)
- ii. Cut hoses & cables cannot be returned.
- iii. Only Items that have NOT been used will be considered for credit.
- iv. Only Items returned within 30 days of invoice date will be considered.
- v. A minimum 20% handling fee will be charged based on the condition of the product, including packaging and manuals, returned.
- vi. Handling fee will only be waived, if the resalable product is exchanged for a similar or greater value product.
- vii. Any cost required to make the product resalable, will be deducted from any remaining credit or charged to the Customer regardless of any waiver or handling fee. A 100% handling fee will apply if the item is beyond repair.
- viii. The cost of reshipment of the goods to Florida offices/ warehouse shall be paid by the customer.

(8) APPLICATION INFORMATION:

- i. Fluid Controls Trading cc / Drum Pumps for Africa cc has decades of application experience, should the Customer choose to only provide limited or no application details and/or fluid information/properties, or if Item/s are selected/specified by the Customer without seeking our advice, then;
- ii. The Customer is fully responsible for confirming that the specifications of the equipment quoted by us will resist chemically and be suited to other properties such as, but not limited to; densities, viscosities, solids, flammability, flow rates, pressures etc.
- iii. The Customer will have no claim against Fluid Controls Trading cc / Drum Pumps for Africa cc should the product get damaged or fail to perform.

(9) OWNERSHIP:

The ownership of products only transfers to the Customer once they have been paid in full. Payment of goods does not absolve Fluid Controls Trading from honouring any valid legitimate warranties or guarantees.

(10) RISK:

The risk of loss or damage to the goods shall pass to the Purchaser from the time when delivery has taken place in terms of the contract between Fluid Controls Trading cc / Drum Pumps for Africa cc and the Purchaser, and We shall not be responsible for any loss or damage to the goods beyond the points of despatch.

(11) EXPORTS:

- i. We don't have a FCA, Foreign Currency Account.
- ii. All prices are strictly in South African Rand (ZAR).
- iii. Payments to be made directly into our bank account, no goods will leave our premises until payments are strictly verified, cleared and approved by our financial institution.
- iv. VAT, Value Added Tax, will only be exempt on CPT/CIP direct exports: Our freighters costs are quoted & charged to you.
- v. ALL other forms of collection / indirect delivery / transport are deemed to be EX-WORKS and VAT will be charged.

(12) AVAILABILITY:

- i. Availability of products that are no longer in stock or are not currently in stock, as well as non-stock items are quoted based on the costs of co-loading with normal stock consignments.
- ii. Estimated consignment time of arrival is given based on past performance, however delivery time may vary due to circumstances outside of our control.
- iii. Orders placed prior to the August Europe summer holidays or December Christmas holidays will need to allow an extra 4 to 6 weeks delivery delay.
- iv. Fluid Controls Trading cc / Drum Pumps for Africa cc will not be held responsible or accountable for any delay occasioned by any cause outside its control but shall be allowed a corresponding extension of time, in particular, but without limitation.
- v. Fluid Controls Trading cc / Drum Pumps for Africa cc will not be held responsible or accountable for any delay occasioned by strike, lock-out, war, fire, accidents (wherever any of the said causes shall occur), defective material, shortages of materials, or any failure on the part of any supplier to make delivery.
- vi. Any additional costs for special deliveries are for the customer's account after acceptance of revised quote.

(13) SCOPE:

- i. For the supply only of the quoted or invoiced items and with no modifications or alterations.
- ii. Only standard documents supplied if available by the manufacturer.
- iii. Fluid Controls Trading cc / Drum Pumps for Africa cc does not undertake any site work, installation or commissioning.
- iv. Equipment performance is based on information supplied by the Customer.
- v. No warranties will be granted if information supplied is not accurate.

(14) REPAIRS:

- i. In accordance with the Occupational Health and Safety Act we reserve the right not to undertake any repairs/servicing of equipment if said equipment is not free of harmful or toxic residue. Should we accept the risk, an additional charge will be levied for neutralising contaminated equipment.
- ii. All efforts are made to fully strip and clean equipment prior to quoting, however should additional repairs/servicing/spares be required after final inspection and testing, these will be subject to further quoting and acceptance by the Customer.
- iii. Equipment is fully tested for correct function and performance prior to despatch. A warranty review of any failures will only be considered within 30 days of Invoice date and will be strictly limited to non-wearing parts replaced during the repair, provided that the parts or equipment was not subject to abuse or incorrect use. Equipment must be returned to our workshop at the Customers cost.
- iv. We will not charge for a strip and quote, however we will not reassemble the equipment should the Customer not proceed with the repair.
- v. Equipment not collected after 6 months, from the above date, will be disposed of without compensation to the Customer.
- vi. By agreeing to proceed with the repairs based on this quote, these conditions are accepted without signature..

(15) WARRANTY:

- i. Fluid Controls Trading cc / Drum Pumps for Africa cc offers the following warranty on equipment supplied against any operating fault resulting from a defect in manufacture or materials of execution, for a maximum period of 12 months, after date of invoice.
- ii. This period will be reduced by half in cases where the equipment is subject to continuous/uninterrupted operation.
- iii. Exceptions to period; Manual hand pumps and nozzles will be limited to 3 months.
- iv. Excluded; where applicable including parts subject to wear, all diaphragms, fluid seals, couplings, filters, batteries & hosing are not covered by this warranty.
- v. The warranty does not cover abuse, incorrect storage, normal wear and tear.
- vi. The warranty on the components and sub-assemblies sourced from a third party will be limited to the warranty given by that supplier and will be subject to the terms offered by that Supplier.
- vii. The warranty does not cover improper use or application or used in a manner other than that originally specified by the Customer to Fluid Controls Trading cc / Drum Pumps for Africa cc.
- viii. The warranty does not cover improper use or application which exceeds the design parameters of the equipment.
- ix. To invoke the benefit of the warranty, the Customer must inform Fluid Controls Trading cc / Drum Pumps for Africa cc immediately and in writing of the existence and the exact nature of the faults which he attributes to the equipment.
- x. The equipment must not have been tampered with or modified in anyway.
- xi. The Customer will return the suspected defective item to Fluid Controls Tradings cc / Drum Pumps for Africa cc premise at their cost.
- xii. Fluid Controls Trading cc / Drum Pumps for Africa cc will be allowed time to inspect and investigate the suspected defective item. Should we conclude that the failed item is due to a defective component covered by this warranty, then;
- xiii. Under the warranty, Fluid Controls Trading cc / Drum Pumps for Africa cc will repair, replace or modify at our choice the parts accepted as being defective by us.
- xiv. Fluid Controls Trading cc / Drum Pumps for Africa cc will not be liable for any costs resulting from any consequential loss or damage, dismantling, remounting, transport and re-arranging operations.
- xv. The replacement as a whole or of one or more parts, whatever the reason, does not prolong the warranty period.
- xvi. Repeat failure of the same product, by the same Customer, will be considered to be an incorrect installation or application issue and this warranty will no longer be applicable.

(16) EXCLUSION OF LIABILITY:

It is expressly agreed that Fluid Controls Trading cc / Drum Pumps for Africa cc shall not be liable for any damage, loss, injury, or expense or any sort or kind caused directly or indirectly to any person or property by any goods sold Fluid Controls Trading cc / Drum Pumps for Africa cc or arising from the use thereof, and all such liability, whether general, special, consequential or otherwise arising out of or due to any of the acts, omissions, negligence or wilful default of Fluid Controls Trading cc / Drum Pumps for Africa cc or its servants, whether at common law, by statute or otherwise, and whether arising from any condition, representation or warranty (express or implied) relating to the goods sold or delivered is expressly excluded.

(17) PATENTS:

- i. The Purchaser shall have no claim whatsoever against Fluid Controls Trading cc / Drum Pumps for Africa cc arising out of, or flowing from any damages suffered by the Purchaser as a result of any patent or trademark relating to any of the goods sold being infringed, cancelled, breached or otherwise set aside or declared invalid.
- ii. All patents, designs or trademarks remain the property of Fluid Controls Trading cc / Drum Pumps for Africa cc and it's supply partners.

(18) LEGAL ACTION:

In terms of section 45 of the Magistrates Court Act 32 of 1944, as amended, the Purchaser agrees to submit to the jurisdiction of a Magistrates Court to adjudicate upon all or any disputes arising here from.

(19) PROTECTION OF PERSONAL INFORMATION ACT (POPIA) [ACT NO. 4 OF 2013]

- i. We use the information that you provide us for responding to your requests, customising the materials offered, to communicate with you, to improve the selection of materials offered and to improve our customised service offering that best meets your needs and in generating commercial documents required when transacting. We store all your transactional history and records so as to provide warranties and aftersales services. Our employees will have access to such information in order to contact you for commercial purposes. Information submitted by you, may be stored in a personally identifiable format and will only be used for internal purposes and will not be shared with any outside people or outside organisations. All information is stored securely onsite. However, we will disclose personal information when required by law or in the good-faith belief that such action is necessary to; Conform to the edicts of the law or comply with a legal process served on Us, or Protect and defend the rights of Our property of visitors to 32 Beacon road, or Identify persons who may be violating the law, the legal notice, or the rights of third parties, or Cooperate with the investigations of purported unlawful activities.
- ii. Emails and any attachments may contain personal information protected under the Protection of Personal Information Act (POPIA) [Act No. 4 of 2013]. The information contained in the emails are intended solely for the use of the addressee and may be confidential or legally privileged. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the email is prohibited. If you have received the email in error, please notify the sender immediately by reply email and delete the email and any attachments from your system. The sender disclaims all liability for any damages arising from such unauthorized use or disclosure. Fluid Controls Trading cc / Drum Pumps for Africa cc and the sender's rights are reserved. The views and opinions expressed in the e-mail messages may not be those of the Members of Fluid Controls Trading cc / Drum Pumps for Africa cc, unless clearly stated. The sender has taken reasonable precautions to ensure that all emails and any attachments are free from viruses; however, the recipient is advised to check all emails and any attachments for the presence of viruses. The sender accepts no liability for any damage caused by any virus transmitted by email.