

HDD Engineering (Pty) Ltd – Terms and Conditions

021 558 3301

admin@hddengineering.co.za

Unit 9 Hydro Park, Hydro Park 2, Stikland, Cape Town

1. Definitions

- “*The Company*” refers to HDD Engineering (Pty) Ltd.
- “*The Client*” refers to any individual or entity requesting goods or services from the Company.
- “*Goods*” includes parts, equipment, or materials supplied.
- “*Services*” refers to fabrication, repairs, installations, or engineering work carried out.

2. Quotations and Orders

- All quotations are valid for 14 days from the date of issue, unless otherwise stated in terms of which the price displayed may be altered having regard to fluctuations in the exchange rate or any fee charged in terms of the Public Regulations.
- A quotation does not constitute an order until confirmed in writing by the Client.
- Prices quoted exclude VAT unless specifically stated.
- Any variations requested after acceptance may result in additional charges.

3. Payment Terms

- HDD Engineering (Pty) Ltd reserves their right to suspend delivery of any goods in the event that payment for such goods is not made on time. In the circumstances where payment is outstanding for a period exceeding 30 days from date of statement.
- HDD Engineering (Pty) Ltd will charge interest at a rate not exceeding 2% per month or as per the maximum rate determined by the National Credit Act from time to time on overdue payments.
- All accounts older than 30 days will be handed over for collection and will the Client be liable to pay all legal fees with regard to the collection of such outstanding amounts on a fee scale as determined by the court of law/tribunal where the collection matter will be adjudicated.
- The Client hereby agrees to the jurisdiction of the Magistrate Court of Bellville in the event that any outstanding amount is handed over for collection, although such Magistrate Court may normally not have jurisdiction in the matter.

4. Delivery and Completion

- Any delivery or completion times are estimates and not guaranteed.
- The Company is not liable for any delay caused by circumstances beyond its reasonable control.
- Risk in goods passes to the Client on delivery.

5. Warranty and Liability

- **Warranty and Liability:** HDD Engineering guarantees its workmanship for 30 days from the date of completion. If a defect is found within this period due to faulty workmanship, HDD Engineering will, if warranted by legislation, either repair the defect or replace the affected part. This warranty does not cover misuse, neglect, or damage caused by third parties. HDD Engineering's liability is strictly limited to the repair or replacement of its work and does not extend to any indirect or consequential losses where such losses are beyond the reasonable control of HDD Engineering. No liability is accepted for misuse, neglect, or unauthorized modification by the Client or third parties

HDD Engineering (Pty) Ltd warrants its Client that the goods which have been supplied by it and delivered to the Client shall be free from defects and subject to the following:

- The warranty is effective for a period of six months. The date is determined from date of delivery and will the Client be entitled to either request a refund; replacement or repair of the goods if the goods being provided are believed to be of a substandard quality within such period;
- The warranty shall immediately be rendered null and void in the event of any of the following:
- Any alterations or modifications or addition made to the goods, without the prior consent of HDD Engineering (Pty) Ltd;
- Failure to use goods supplied in accordance with the instructions and specifications of HDD Engineering (Pty) Ltd;
- Damages due to the general mistreatment and abuse of the goods supplied;
- Any damage caused by fire, flood, civil disturbance or act of God;
- the goods have not been inspected by a technical expert in order to evaluate/determine the reason for the defects in the material, before the Client requested its replacement, repair or refund.

Repair Warranty:

The repair services which have been supplied and/or undertaken by HDD Engineering (Pty) Ltd and provided to the Client shall be free from defects and subject to the following:

- The warranty is effective for a period of three months. The date is determined from date of finalization of the repair works to the goods by HDD Engineering (Pty) Ltd and will the Client be entitled to either request a refund; replacement or repair of the repair works undertaken on the goods if the repair works is believed to be of a substandard quality within such period.
- The warranty shall immediately be rendered null and void in the event of any of the following:
- The Client approving/creating any alterations or modifications or addition made to the repair works undertaken by HDD Engineering (Pty) Ltd, without the prior consent of HDD Engineering (Pty) Ltd;
- The Client failing to treat the repaired goods in accordance with the instructions and specifications of HDD Engineering (Pty) Ltd;
- Damages due to the general mistreatment and abuse of the repaired goods by the Client after the repairs have been made by HDD Engineering (Pty) Ltd;
- Any damage caused by fire, flood, civil disturbance or act of God;
- Any default that can be attributed to normal wear and tear of the goods during the repair works to the goods taking into regard the oldness or “newness” of equipment/parts used and the use it was normally put to in the past. All refurbished/reconditioned/previously used equipment/parts will only be supplied and installed by HDD Engineering (Pty) Ltd at the Client’s specific instructions;
- The repair works to the goods have not been inspected by an expert in order to evaluate/determine the reason for the defects in the repair works, before the Client requested its replacement, repair or refund.

6. Returns and Cancellations

- Returns of goods are subject to approval and may incur a handling fee.
- Cancellations must be received in writing and may incur costs for work already completed or materials purchased.

7. Health and Safety

- The Client agrees to provide a safe working environment for any on-site work.
- The Company reserves the right to suspend work if safety conditions are not met

8. Confidentiality and Intellectual Property

- Any designs, drawings, or methods remain the property of HDD Engineering unless agreed otherwise.
- The Client agrees not to disclose or reproduce any proprietary information.

9. Governing Law

- These terms are governed by the laws of the Republic of South Africa.
- Any disputes will be subject to the jurisdiction of the Western Cape courts.

10. Acceptance

By accepting a quotation, placing an order, or requesting services, the Client agrees to these Terms and Conditions.