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MEMBER: R. Hodgson OPERATIONAL MANAGER: P. Hodgson

TERMS AND CONDITIONS OF AGRI HYDRAULICS AND FIELD SERVICES

- 1. AGRI HYDRAULICS AND FIELD SERVICES reserves the right to pend delivery of goods ordered/services rendered until such time as full payment has been made.
- 2. All special order goods are binding on the client. The client agrees that he/she is aware that the special order cannot be cancelled and he/she will be liable for the full amount quoted for.
- 3. Delivery time and fees of the product will be communicated to the Customer.
- 4. AGRI HYDRAULICS AND FIELD SERVICES will not be held responsible for any failure, defects or claims as a result of poor workmanship, negligence, misuse or abuse of the goods if the goods are not installed by AGRI HYDRAULICS AND FIELD SERVICES.
- 5. The client accepts that should the goods have a defect, failure or hazard, he/she will immediately inform AGRI HYDRAULICS AND FIELD SERVICES and promptly claim a remedy. Pertaining to the fact that AGRI HYDRAULICS AND FIELD SERVICES has provided Precautions, Recommendations and Instructions as set out in Clause 18 below, in advance, the client accepts that when handling the goods/unit he/she must comply with these instructions.
- 6. The client accepts that AGRI HYDRAULICS AND FIELD SERVICES cannot be held responsible for damages caused as a result of a pre-existing faulty condition on the vehicle, machines, pumps, cranes, etc., such as electrical wiring or alternator, of which AGRI HYDRAULICS AND FIELD SERVICES were not aware during the time of installation.
- 7. Should the client give instructions contra the advice of AGRI HYDRAULICS AND FIELD SERVICES with regards to the capacity of the goods or installation of the goods or not adhere to any advice given by AGRI HYDRAULICS AND FIELD SERVICES, AGRI HYDRAULICS AND FIELD SERVICES will not be held responsible/liable for any injury/death, damages/costs and/or claims arising from the client's failure to adhere to the advice given.
- 8. Free access of the machine/vehicle will be required in order to do the required work/installation.
- 9. Failure to adhere to the Precautions and Recommendations as set out below in Clause 18, no guarantee will be applicable.
- 10. In order to be a valid claim, the client/customer must support the claim with original proof of Tax Invoice/payment.
- 11. The Warranty Period to repairs of a unit is 3 Months. The Warranty Period for supply of a new unit is 6 Months. The Warranty Period for supply of a Service Exchanged unit is 3 Months. This does not apply to ordinary wear and tear. The client will not claim a refund or remedy and accept full responsibility should the goods be damaged due to misuse, abuse, or gross negligence on their part.

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- 12. With regards to Service Exchanged Units being purchased, the consumer agrees that the product was also tested by AGRI HYDRAULICS AND FIELD SERVICES and that existing faults have been disclosed to the consumer. Furthermore, the consumer acknowledges that the item is a Service Exchanged Unit and purchased as such and agrees that the item has been subjected to wear and tear. The consumer agrees that the item can or will not compare to a new item.
- 13. With regards to repairs, the client accepts that the repair will not restore the goods to NEW and he/she has no expectations that the repaired item can or will compare with a new unit.
- 14. The services rendered are rendered as a cost effective alternative to having goods replaced. The repair only prolongs the replacement of such item.
- 15. During the Warranty Period as set out in 11 above, no other Hydraulic Company is allowed to work on the same unit or related units that can affect the repaired/supplied unit. The client agrees that if he/she does not adhere hereto, the client forfeits any warranty.
- 16. In the case where AGRI HYDRAULICS AND FIELD SERVICES designs and manufactures Custom made goods/power pack as instructed by the Client, it is seen as a special order and a 100% Deposit is applicable. If such an order is cancelled by the Client, 100% cancellation fee will be applicable.
- 17. In such case where AGRI HYDRAULICS AND FIELD SERVICES designs and manufactures Custom made goods/power pack, direct instructions should be followed for the installation and commissioning of such power pack. AGRI HYDRAULICS AND FIELD SERVICES will not be liable for any claims/damages, injury or death when not complied with given instructions.

18. RECOMMENDATIONS AND PRECAUTIONS

OEM Specifications refers to ORIGINAL ENGINEERING MANUFACTURERS Specifications, which are obtainable from the Machine/Vehicle Manufacturer.

All Installations must be done by a qualified Technician/Artisan.

Should no qualified Technician/Artisan be available for installation, AGRI HYDRAULICS AND FIELD SERVICES must be consulted/utilised for the installation.

- 1. Replace Filters/Filter Elements as often as recommended by OEM Specifications.
- 2. Ensure that the Hydraulic Tank is always clean.
- 3. Use correct Hydraulic Oil as per OEM Specifications.
- 4. Pressure should be set exactly as per OEM Specifications.
- 5. Correct RPM, according to OEM Specification, should be applied before start up.

These Terms and Conditions comply with the CONSUMER PROTECTION ACT 68 of 2008