



All work carried out by Schipper & Sons (Pty) Ltd, hereinafter referred to as the Supplier, is guaranteed subject to the following conditions:

1. The Supplier's full Terms & Conditions, of which this Guarantee Policy is an extract, applies at all times.
2. Customers who return goods that they wish to claim under this guarantee must return such goods according to the procedure described hereunder, as failure to do so may result in the claim being refused.
3. These conditions shall be in place of any other conditions that may have been notified to the Customer by the Supplier previously or in any other format, in particular verbally.
4. No warranty claim will be considered should the Customer's account be unpaid or overdue, and an alleged warranty claim, whether pending or already lodged, will not entitle the Customer to refuse to pay any account or stop payment. In the event that we cannot rectify a valid warranty claim, any payment made by the Customer in good faith will be refunded subject to the terms of this guarantee. The Customer will be held liable for any bank charges incurred as a result of the Customer stopping payment and well as any other costs in order to enforce payment by the Customer.
5. In this agreement, unless the context otherwise requires, the words importing the singular shall include the plural and vice versa.
6. Workmanship and materials are warranted for a period of 12 months on Industrial (380V) equipment and 3 months on Domestic (220V) equipment from date of first delivery to the Customer. Should the Customer have kept the equipment in stock for a portion of or the entire warranty period, the onus rests with the Customer to prove that the equipment was not used during that period, or else to test the equipment fully before entering it into stock.
7. Should the Customer wish to invoke a warranty claim, the Customer should notify a Director of the Supplier as soon as possible, preferably in writing. The Director in charge of warranties is Rudi Schipper.
8. The Customer must immediately cease to operate the equipment and return it to the Supplier's workshop immediately, or as soon as practically possible.
9. The Customer must ensure that a written delivery note or purchase order bearing the instruction "Warranty Claim" as well as the date and invoice number of the original repair accompanies the equipment when returning it to the Supplier for repair. Failure to do so may result in the job being accepted as a normal repair.
10. The warranty shall not apply in respect of any damage to any goods which in the Supplier's sole discretion have been caused by:
  - a) continuing to operate the equipment after a fault is identified or suspected;
  - b) insufficient or incorrect maintenance;
  - c) faulty or incorrect power supply;
  - d) damage due to water against which the equipment is not specifically rated;
  - e) alterations or repairs to the goods including the maladjustment or incorrect assembly of the goods made by anyone other than the Supplier;
  - f) normal wear and tear;
  - g) incorrect and/or improper installation of the goods;
  - h) negligence of the Customer, its agents, employees or any other party
  - i) failure to adhere to or follow all the repairs as recommended or quoted by the Supplier; and
  - j) abuse, misuse or disuse of the goods.
11. The warranty shall not apply in respect of any additional or unforeseen work resulting from previous or subsequent repairs or modifications performed by the Customer or any party other than the Supplier.
12. The Supplier will have the sole authority to determine whether a failure claimed under warranty referred is covered by the warranty, as well as the extent to which it is covered by the warranty, but will in all cases notify the Customer as to the reason for such a determination.
13. The warranty will be limited to re-doing of the work originally done, or reimbursement of the amount paid in respect of the work done. Under no circumstances will the warranty cover any additional repairs not originally carried out, and specifically where the Customer had opted not to carry out all the repairs as recommended or quoted by the Supplier.
14. Warranty repairs will only be carried out on the Supplier's premises.
15. The Supplier will not be liable for the collection, delivery or installation of warranty goods, or the costs thereof.
16. The Supplier will not be liable to the Customer or any other person for:
  - a) any loss of profit or other special damages or any consequential damages arising out of any warranty failure of the equipment, including delictual damages; and
  - b) any loss of life, injury to person or damage to property which may be caused by the warranty failure of the equipment.
17. The terms of warranty form part of the conditions of sale.
18. No variation of these conditions will be of any force unless it is recorded in writing and signed by the Supplier's authorised officer.