

Terms and Conditions of Sale

Introduction

These Terms and Conditions apply to all sales by Deebbar (Pty) Ltd ('Deebbar') of goods to any purchaser, unless otherwise agreed in writing by both parties.

1. Quotations & Orders

- 1.1 All quotations issued by Deebbar shall lapse automatically after 30 days unless accepted, renewed, or extended in writing.
- 1.2 Quotations do not constitute firm offers. A binding agreement shall only arise once Deebbar accepts the buyer's order in writing or by raising an order confirmation.
- 1.3 **Prices** -unless otherwise stated, all prices are quoted for ex-works and exclude VAT, import/export duties, packing, carriage, insurance, and any other incidental charges.
- 1.4 **Installation:** The Customer must schedule the installation of equipment within a period of three (3) months from the date of delivery. Failure to schedule the installation within this timeframe shall render the original installation order null and void. In such event, a new installation order must be placed and accepted by Deebbar before any installation services will be rendered. An installation order with an expected timeline of longer than 3 months will only be deemed valid if a written agreement has been negotiated and confirmed by both parties prior to the equipment delivery date. In the absence of such an agreement, Deebbar reserves the right to reject or cancel the installation order at its sole discretion.

2. Payment Terms

Cash on Delivery (COD) and Export Orders**

- 2.1 Payment terms are strictly COD unless otherwise agreed in writing.
For all export orders, 50% of the value of the order must be deposited into Deebbar's banking account, prior to the commencement of manufacture.
- 2.2 Goods will only be released once all payments have been cleared in Deebbar's account for at least 8 (eight) business days.
- 2.3 If final payment is not received by the due date and the goods remain uncollected, Deebbar may cancel the order after 30 days' written notice. In such cases, any part payments will be forfeited.
- 2.4 No other payment terms will be considered except by a special written agreement.

Account Holders**

- 2.5 Payment is due at the end of the month following the month in which the goods were dispatched.
- 2.6 No deviations from these terms are permitted unless agreed to in writing.
- 2.7 Late payments will attract interest at a daily rate equivalent to an annual rate as determined by Deebbar.



- 2.8 Should payment be delayed beyond the due date, the Seller reserves the right to suspend any deliveries of goods to the Purchaser pursuant to any unfulfilled orders. If it comprises a contract to make deliveries by instalments, the Seller may upon the expiry of 30 days' written notice of the intention to do so, sever it and treat the purchaser as having repudiated it without prejudice to their claim for damages in respect of the aforesaid repudiation.

3. Delivery

- 3.1 For domestic sales, delivery takes place and risk transfers to the purchaser at the delivery location specified in the order, or upon handover to a carrier.
- 3.2 Ownership of goods transfers to the purchaser only upon full payment to Deebar.
- 3.3 Without prejudice to the foregoing, the Seller shall not be liable for non-delivery or late delivery of goods resulting from any cause beyond their reasonable control, including, but not limited to, strikes, riots, acts of God, and delays in transport, or Force Majeure.
- 3.4 Any delivery date indicated by the Seller in a business is an estimate only, and although the Seller will endeavour to comply with it, they will be under no liability whatsoever for any delay in delivery or the consequences thereof, however arising.
- 3.5 Delivery prices differ and are determined by location, type of delivery, weight, dimensions, mine surcharges, and time period, and will be displayed in the quotation.

4. Packaging

- 4.1 Packaging for domestic deliveries is included at no additional charge.
- 4.2 Export packaging will be quoted separately upon request.

5. Reservation of Ownership

- 5.1 Ownership of goods remains with Deebar until payment is received in full.

6. Liability

- 6.1 Deebar shall not be liable for any loss or damage (direct, indirect, or consequential) to property or people arising from defects in the goods, except to the extent required by law.
- 6.2 **TÜV Certification Disclaimer:**
Deebar Pty Ltd assembles and supplies Fortress products under its ISO 9001-certified quality management system. Deebar (Pty) Ltd does not hold any TÜV SÜD certification, and the assembly, testing, or manufacture of products is not conducted under TÜV certification or approval. No representation or warranty, whether express or implied, is made that any product is TÜV-certified or compliant with TÜV standards. Deebar (Pty) Ltd and Fortress Interlocks Ltd shall not be held liable for any claim, loss, or damage arising from the assumption or misrepresentation that products are TÜV-certified.
- 6.3 **Fortress Product Repairs and Modifications:**
Any repair, modification, or reassembly of the Fortress product performed by Deebar (Pty) Ltd, its agents, or any third party is not conducted under TÜV certification or approval. Accordingly, any product that has been repaired, modified, or reassembled shall not be regarded as TÜV-certified, and no representation or warranty of TÜV compliance shall apply to such work or to the product thereafter. Deebar (Pty) Ltd and Fortress Interlocks Ltd shall not be held liable for any claims or losses arising from the assumption that repaired or modified products carry TÜV certification.



7. Site Work

7.1 Site and Installation work is quoted separately. After a pre-arranged date with the client is agreed upon for site work to be undertaken, Deebbar will plan and allocate its technicians and workforce accordingly. Should Deebbar's Installation team not be able to perform their duties due to the client not granting Deebbar's employees access to the site for whatever reason, the client will be charged for travel and labour at the following rates.

Assistant	:	R280.00 p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.
Artisan	:	R550.00 p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.
Technicians	:	R750.00 p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.
Engineer	:	R1250.00p/h on Weekdays x 1.5 for Saturdays and x 2 for Sundays.

7.2 Should our installation team arrive onsite, and the planned site work cannot take place or is cancelled for any reason by the client; the client will be charged for travelling at R7.50/km as well as the employee/s charge-out rates.

8. Returned Goods Policy

8.1 Permission must be obtained from Deebbar prior to the return of any standard production items. When requesting a return, please reference the relevant Deebbar delivery note or invoice number.

8.2 If the return is not due to an error on Deebbar's part, and permission is granted, a minimum service and handling charge of 15% of the nett price will apply, provided the goods are received in a resaleable condition.

8.3 This policy also applies to products manufactured to customer specifications that are still on our premises or have already been delivered. However, under no circumstances will items made to customer specifications be accepted for return unless this is discussed with management.

8.4 Please note, we cannot accept any railage or transport costs being debited to our account under any circumstances.

9. Warranty

9.1 Standard Equipment Warranty

Deebbar (PTY) Ltd warrants that all Deebbar manufactured equipment will be free of any defect in materials or workmanship for a period of six (6) months. The warranty begins on the date of shipment from Deebbar's facilities.

9.2 The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, incorrect voltage, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than Deebbar or an authorized third-party service provider.



9.3 Warranty Exclusions

Deebar does not warrant or guarantee, and is not responsible for:

Defects, failures, damage, or performance limitations caused as a whole or in part by:

- a) Power failures, surges, fires, floods, lightning, excessive heat or highly corrosive environments, accidents, actions of third parties, or other events outside of Deebar's control.
- b) Customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customers must provide qualified technical personnel to maintain and repair the equipment.
- c) Alterations and/or Modifications to any part of Deebar's product, without Deebar's written authorisation. This will immediately and unconditionally void Deebar's Standard Warranty.
- d) Equipment built to customers' specifications is later found not to meet customers' needs or expectations.
- e) The performance of the equipment when used in combination with equipment not purchased, specified, or approved by Deebar.

9.4 Additional Warranty Provisions

- a) OEM or third-party equipment that is incorporated into Deebar's equipment is covered under the applicable Deebar Standard Equipment Warranty unless the OEM or Third-Party equipment carries its own limited warranty. In that case, the OEM or third-party warranty will apply to such equipment incorporated into Deebar's equipment. For example, and not limited, PCs, LCDs, PLCs, motors, and drives are OEM products that have a limited 6-month manufacturer's warranty.
- b) Items sold as resale - Items sold as Resale are such items that are not manufactured by Deebar but may be utilized in conjunction with or independently of Deebar's manufactured equipment (such as computers, printers and network adapters) shall be covered only by the specific warranty terms of the supplier or OEM of those items.
- c) The Deebar Warranty applies to the original purchaser and is not transferable.

10. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties. No representations, warranties, or agreements made prior to this shall be binding unless confirmed in writing. No variation to these Terms and Conditions will be valid unless signed by both parties.