

Terms and Conditions

1) DRAWINGS / SPECIFICATIONS

1.1) Drawings, descriptive matter, weights, dimensions and specifications appearing in any documents emanating from this company are subject to changes without notice.

1.2) Where goods are supplied to the specification or drawings or details supplied by a Purchaser/Customer, NetCom Dynamics Africa or its suppliers will not be responsible for the efficient working of those goods or the fitness of those goods for the purpose for which they are supplied whether same purpose is known to NetCom Dynamics Africa or not.

2) PERFORMANCE

All performance figures are approximate only and NetCom Dynamics Africa shall be under no liability whatsoever in respect of failure to obtain such exact figures. Variables such as altitude, quality of fuels and environment in which these generators are operated can affect performance thereof.

3) LIMITATIONS OF LIABILITY

3.1) NetCom Dynamics Africa or any of its employees or directors shall not be liable for any contingent damage or losses under any circumstances whatsoever, for loss of profit or damages, direct or indirect, consequential or otherwise, which may be sustained by the Purchaser/Customer as a result directly or indirectly of:

3.2) Goods supplied by the company being defective

3.3) Goods repaired by the company being defective due to defective workmanship or materials.

3.4) Any delay in delivery of any goods by NetCom Dynamics Africa.

3.5) Any delay in effecting any repairs

3.6) Any faulty or incorrect installations made by our approved installer/s and any damages as a result thereof.

3.7) The failure by NetCom Dynamics Africa to deliver any goods or in respect of any deliveries of goods by NetCom Dynamics Africa which may be incorrect or which result from riots, acts of God, fire, strike, civil commotion, labour dispute, accident, delay in manufacture or transportation, shortage of fuel, material or labour or any act, demand or requirement of any State or Government or any other authority, or any cause whatsoever which is directly or indirectly or entirely or partly beyond the control of the Company.

4) GUARANTEE / WARRANTY

4.1) Unless goods sold on an 'as inspected' or 'voetstoets' basis, or repairs on 2nd hand equipment or as otherwise confirmed in writing, a period of 12 months guarantee from date of sale will be applicable, or 1000 hours of operation in case of models fitted with a time counter, whichever transpires first, covering defective materials, on the basis that any of the said goods requiring attention under guarantee are returned to our workshop. Any expenses (including the cost of any insurance of the goods) involved in travel to the customer's site location, the removal or replacement or carriage from and to the Customer of such goods or any part thereof will be for the Purchasers/Customers account. The date of sale stipulated is the date upon which the goods leave our premises.

This guarantee shall not apply to:

4.2) Any Electrical or Electronic components, accessories or proprietary fittings whatsoever.

4.3) Any goods used for any purposes whatsoever other than the genuine use for which goods were supplied.

4.4) Any defective part or parts which in the opinion of NetCom Dynamics Africa and their servicing agents has or have been injured by wear and tear or by the use of oils or fuels not recommended by NetCom Dynamics Africa or the approved servicing agents or by any other form whatsoever of improper use of or from any alteration whatsoever to the goods not done by us or our servicing agents.

4.5) Any goods that have been altered, repaired or serviced by 3rd parties other than our approved servicing & repair agents, in any manner which, in the opinion of NetCom Dynamics Africa, has caused the alleged defect, will not be covered.

4.6) Use of spare parts other than those recommended by NetCom Dynamics Africa and the approved servicing agents will waiver the warranty in full.

4.7) Any claim under this Guarantee will not be entertained unless the claimant:

4.8) Lodges his claim to NetCom Dynamics Africa within seven (7) days after the alleged defect in question has become apparent.

4.9) At the same time, submits full particulars of the claim and of the reasons therefore stating in such particulars the date of purchase and full relevant particulars, including original invoice No. and serial numbers of relative products.

4.10) The guarantee/warranty is only valid when all terms and conditions, as laid down by the Manufacturer of said goods in writing, have been fulfilled.

4.11) THE WARRANTY AS LAID OUT BY THE MANUFACTURER IN WRITING, WILL ONLY REMAIN EFFECTIVE IF THE GENERATORS ARE SERVICED AND MAINTAINED BY OUR APPROVED SERVICE AGENTS.

ANY INSTALLATION OR SERVICING OR REPAIRS CARRIED OUT BY NON-APPROVED/REGISTERED 3rd PARTIES WILL RESULT IN THE WARRANTY BEING WAIVERED IN FULL. ANY FAILURES OF OUR EQUIPMENT DUE TO THE ABOVE WILL NOT BE HONOURED UNDER OUR WARRANTY.

4.12) All Installations to be undertaken strictly by ECA/ECB registered electrical contractors ONLY.

4.13) The Term "NetCom Dynamics Africa" refers to the company NetCom Dynamics Africa (Pty) Ltd, and includes all employees, directors, and shareholders of said company.

5) PAYMENTS AND ORDERS

5.1) We do not accept any liability for delays in delivery caused by external factors outside of our control, e.g. Acts of God, Force Majeure, Strikes, Unrest and Delays in shipments by suppliers etc.

5.2) All deposits paid on orders are strictly non-refundable.

5.3) All completed orders to be collected strictly within 30 days from date of completion.

5.4) All goods not collected within 30 days will be sold to defray expenses.

5.5) All prices are strictly subject to availability and fluctuation of pricing from supplier and the Rand/US Dollar and Rand/Euro rates of exchange.