

## TERMS AND CONDITIONS

### 1. OWNERSHIP AND RISK:

All goods remain the property of Piket Implements (the Company) until fully paid. Risk passes to the client on delivery.

### 2. WARRANTY:

All newly manufactured goods carry a 12 month guarantee from date of delivery subject to the following limitations and exclusions:

#### 2.1 The goods to which it apply

- 2.1.1 are correctly and properly used under circumstances that are normal for such goods
- 2.1.2 are not modified or changed in any respect whatsoever by anybody else than the Company or the Company's duly authorised agent; and
- 2.1.3 have been maintained and serviced during the warranty period in accordance with the company's service and warranty specifications; and
- 2.1.4 any defect is reported and brought to the attention of the company in writing without delay and in terms of the procedures prescribed by the company.

#### 2.2 The Company will not incur liability under the aforementioned guarantees in regards to any defects which directly or indirectly arise from

- 2.2.1 normal wear and tear; and/or
- 2.2.2 ground engaging parts; and/or
- 2.2.3 incorrect or negligent use and/or maintenance; and/or
- 2.2.4 misuse or accident; and/or
- 2.2.5 the client not conforming to the Company's loading specifications; and/or
- 2.2.6 the client not conforming to the Company's delivery instructions; and/or
- 2.2.7 wilful or intentional conduct

#### 2.3 The Company will not incur liability under the aforementioned guarantees in case of the client owing any amount to the Company that is due, payable and unpaid.

#### 2.4 The Company will under no circumstances whatsoever be liable towards the client for any indirect or consequential damages of any nature whatsoever, or for any loss of profits or special damages whatsoever, whether or not the parties so intended, which the client may suffer or sustain as a result of any defect in any product and/or spare part sold or supplied by the Company to the client or due to a breach of any of the aforementioned guarantees or otherwise.

#### 2.5 No guarantee is furnished in respect of any products, spare parts or components to any product that are not manufactured by the Company and any such products, spare parts or components are sold to the client "voetstoots" and without any representations or guarantees whatsoever.

#### 2.6 The aforementioned guarantees will only apply and be available to the client who will not be entitled to transfer or cede any of the rights arising from the guarantees and also only as long as the client remains the owner of the relevant product or goods.

#### 2.7 General wear and tear of any ground engaging components will not be covered by the 12 month guarantee.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Owner / Representative