

General Sales Conditions

1. Orders

Orders must be received by EBARA Pumps South Africa (PTY) LTD, specifying the exact quantity, code and type of product. Only written orders are accepted via email to ebarasa@ebaraeurope.com

Order revision

Any change in the order terms and conditions which will affect Sales, Production or Shipping process (last-minute change in shipping conditions, modification in quantity or model, packing rearrangement, etc.) will be charged at 15% of order value

Order cancellation

In case of order cancellation for reasons independent of EBARA Pumps South Africa (PTY) LTD, we will charge 15% of order value as re-stocking cost.

Price discrepancy

Any discrepancy on prices must be notified within 7 days No price adjustment will be performed after invoice is issued.

Returns

No returns will be accepted after 7 days and will be inspected before Credit is due. Handling Fee of 15% will be charged on all returns if the order was correctly supplied.

2. Prices and payments

- The prices indicated on the price list have to be considered: ex-works, packing included.
- For all All non-SA customers will be liable for transport costs and customs VAT
- Payment must be made in accordance with the sales conditions.
- In case of delay in payment or failure to pay, EBARA Pumps South Africa (PTY) LTD will be entitled to hold the delivery of outstanding orders (or postpone the acceptance of new incoming orders), giving notice of this to the customer, and customer will not be entitled to any kind of compensation or claim.

3. Deliveries

- The order is intended completely delivered when it is made available to customer at EBARA Pumps South Africa (PTY) LTD warehouse or handed over to the carrier shipper. From that moment on, EBARA Pumps South Africa (PTY) LTD will not be liable for any damages for delay, loss, damage, destruction or deterioration of the goods, even in the case that the goods are delivered at EBARA Pumps South Africa (PTY) LTD cost and the carrier has been selected by EBARA Pumps South Africa (PTY) LTD
- Delivery of goods needs to be arranged with Ebara Pumps South Africa before 15:00 for next day deliveries. NO orders will be accepted for same day deliveries. Collection and transport for goods outside our Delivery areas need to be arranged by the customer with Transport companies to collect before 15:00. Transport costs is for the customers account.
- The buyer will check the products upon delivery on quantity and defects, as well as overall status.
- Any damage discovered upon delivery must be reported to the carrier/forwarder in the delivery note. They will also be notified to EBARA Pumps South Africa (PTY) LTD within two days after goods receipt.

4. Warranty Purchase

Unless otherwise expressly authorized in writing, specifying a longer or shorter period, EBARA Pumps South Africa (PTY) LTD grants for a period of twelve (12) months from date that all products supplied are free from defects in materials and workmanship, and conform to the applicable specification.

- The warranty is limited to repairing or replacement of defective pump parts made by EBARA Pumps South Africa (PTY) LTD
- To be eligible for the warranty, the customer must have no overdue payments.
- The warranty is not applicable if:
 - Disassembly or repair has been made by any party not authorized by EBARA Pumps South Africa (PTY) LTD;
 - The failure is determined by improper installation and/or electrical connection, improper use, or the pump has been working beyond the limit of use mentioned in the instructions manual;
 - The pump has been working with corrosive liquids, sandy water, liquids that are chemically or physically aggressive without prior express authorization from EBARA Pumps South Africa (PTY) LTD;
 - Failure to work is due to galvanic current, alteration, unauthorized insufficient electrical protection;
 - The failure is related to parts that are normally subject to wear, as mentioned on the instruction manual;
 - The maintenance has been insufficient, or defect is the result of installation that does not comply with current regulations;
- The damage is a result of an incorrect technical selection of the product made by the customer; In case of damage, a claim form will be filled-in by the customer and sent to EBARA Pumps South Africa (PTY) LTD, complete with as much information as available on the pump and its installation, and possibly some pictures.

5. Documentation

EBARA Pumps South Africa (PTY) LTD has the right to make any changes on designs, brochures, construction, materials, equipment, pricing, or similar, without any previous notice.

6. Custom build

No cancellation on custom build systems and special orders will be accepted, and full payment thereof will be charged.