

Thermopak
VAT. No 418 019 2546
TERMS OF SALE – Revised 2/6/2021

1 QUOTATIONS AND ORDERS

- 1.1 By placing an order with Thermopak the purchaser acknowledges receipt and acceptance of the points below.
- 1.2 Quotations are fixed for 30 days and thereafter escalation may apply.
- 1.3 Quotations are subject to stock availability.
- 1.4 Thermopak tries to ensure the offer meets specification requirements, however it remains the responsibility of the purchaser to check the offer against the specification to ensure full compliance. Thermopak will not accept responsibility for performance or materials not detailed in the quotation.

2 PAYMENT

- 2.1 50% prepaid, 45% following factory acceptance tests or before equipment despatch. 5% upon equipment handover.
- 2.2 The purchaser is solely responsible for timeous settlement regardless of settlement between the purchaser and building contractor and/or end client.
- 2.3 Interest at 2% per month or part thereof will be charged on all overdue amounts.
- 2.4 Quoted prices are net and exclusive of VAT, unless otherwise stated.
- 2.5 Thermopak is a VAT vendor – Company VAT No.: 418 019 2546
- 2.6 Payment will be in South African currency.
- 2.7 Payment will be without deduction or retention.
- 2.8 Equipment guarantees fall away until payment is made in full.
- 2.9 Equipment remains the property of Thermopak until payment has been made in full.

3 CREDIT WORTHINESS CHECK

- 3.1 The purchaser agrees to a credit status check.

4 UNIT CABINET CONSTRUCTION

- 4.1 Unit cabinets will be sealed with silicone sealer unless specified otherwise in writing.

5 EQUIPMENT DELAYS OR CANCELLATION

- 5.1 If equipment is cancelled or delayed through the fault of the purchaser, the purchaser will be liable for cancellation costs and/or reasonable storage and financing costs based on the period of delay.

6 EQUIPMENT LEAD TIMES, TRANSPORT AND DELIVERY

- 6.1 Lead times issued by Thermopak should be used as a guide for planning purposes only and are subject to timeous receipt of primary materials, trouble-free commissioning and a 100% factory commissioning and validation pass. Thermopak cannot be held liable for delivery delays beyond their control, however we do commit to keeping you informed of any changes.
- 6.2 Lead times are based on receipt of order, a deposit if agreed, and full mechanical and electrical approval, whichever comes last.
- 6.3 Chilled water units: approximately 6 weeks lead time.
- 6.4 DX package units: approximately 9 weeks lead time.
- 6.5 Because road logistics are independently managed, Thermopak cannot be held liable for late or incorrect deliveries on the day, although every effort is made to properly coordinate between involved parties while equipment is in transit.
- 6.6 It remains the responsibility of the purchaser to confirm a delivery time with the relevant transport company. Thermopak will communicate transport personnel contact details in a delivery advice email.

- 6.7 All equipment is delivered curb side only. It is the purchaser's responsibility to arrange off-loading and rigging facilities.
- 6.8 Where units are to be site assembled, it is the purchaser's responsibility to ensure that all materials are positioned in the relative plant rooms ready to be assembled, and to ensure a safe area for assembly.

7 WARRANTY CLAIMS

- 7.1 Once equipment has been delivered, the risk of loss or damage caused by off-loading, rigging, weather, site conditions or vandalism will pass to the purchaser.
- 7.2 Any damage or loss which may have occurred in transit should be reported within 24 hours along with supporting photos of equipment on the delivery vehicle.
- 7.3 Failing the receipt of a report as outlined in 7.2, any damage to equipment will be deemed to have occurred during off-loading or rigging, and will be repaired by Thermopak, if required, on a time and material basis.
- 7.4 In the event a unit component is found to be defective, through no fault of Thermopak, the component in question must be returned to Thermopak for professional analysis and recourse with the relevant supplier. In the interim the purchaser must place an order for a replacement component to be issued – an invoice will not be processed if the component in question is found to be defective. Thermopak will not be held liable for labour and materials associated with the component in question.

8 SITE COMMISSIONING

- 8.1 Thermopak supplies all equipment fully factory-commissioned and in a turnkey state.
- 8.2 If equipment cannot be factory commissioned for specific conditions imposed by the client, then an extra charge will apply for Thermopak to carry out site commissioning.
- 8.3 The purchaser is responsible for strictly following Thermopak's prescribed unit start-up procedure, a copy of which may be found in the unit switchboard or user manual.
- 8.4 The purchaser carries all risks associated with unit start up on site without Thermopak present. It is recommended that Thermopak is approached for professional site assistance to witness and oversee unit start up.
- 8.5 The purchaser is responsible for the installation of interconnecting piping and wiring to remote condensers, and all field devices such as remote panels, sensors, actuators, humidifiers and BMS communication cables.
- 8.6 When roof mounted condenser coils and fans are shipped separately to avoid abnormal loads, it will be the purchaser's responsibility to correctly mount these items and to reconnect refrigerant piping and wiring on site.
- 8.7 Resolution of problems detailed in 8.4 and 8.5 above will be the purchaser's responsibility; however, Thermopak will offer assistance if a technician is on site.
- 8.8 Any site assistance or equipment validation required is chargeable at R3,200+VAT per day, plus all travel and accommodation costs.
- 8.9 When Thermopak is called to site to resolve problems and where problems are found to be external to any products or services supplied by Thermopak, Thermopak reserves the right to charge as per the rates indicated in 8.7.
- 8.10 If any damage is caused to any part of equipment, including Carel controllers, sensors and accessories, as a direct result of the purchaser's actions, replacement and remedial costs will be charged by Thermopak.
- 8.11 Where non-standard controls and inverters other than Carel, Siemens, Yaskawa and VDrive are free issued, or stipulated, by the purchaser, Thermopak will not be held responsible for the correct operation thereof and, depending on the application, may render the compressor guarantee null and void.

9 BUILDING MANAGEMENT SYSTEM PROGRAMMING AND IMPLEMENTATION

- 9.1 For Carel controller network card programming purposes, the network and unit IP address programming details must be provided timeously for unit factory commissioning. Thermopak will not be held liable for costs and logistics involved in network card programming and setup on site.

10 FILTRATION

- 10.1 Due to the variety of international filter classifications, Thermopak will not be held liable if a particular classification is not reflected on the submitted and approved filter data sheet. However, if necessary, Thermopak will show that the supplied filter media meets or exceeds rating requirements.
- 10.2 Thermopak supplies HEPA filters only via special arrangement agreed by both parties. Site installation and testing of these filters are always excluded from Thermopak's offer.

11 USER MANUALS

- 11.1 Thermopak's offer includes only a digital user manual. Hard copy user manuals attract an additional charge.

12 EQUIPMENT GUARANTEE

- 12.1 Thermopak equipment is guaranteed for a period of 15 months after date of delivery or 12 months after commencement of operation, whichever period expires first.
- 12.2 Equipment guarantee is contingent on proven maintenance strictly in accordance with Thermopak's prescribed maintenance schedule found in the user manual. Completed service documents must be submitted to Thermopak on a quarterly basis for the guarantee period.
- 12.3 This guarantee is limited to only the supply of replacement part/s at the discretion of Thermopak.
- 12.4 This guarantee does not apply to equipment outside the borders of South Africa.
- 12.5 Unless Thermopak has been awarded the maintenance contract, it is not Thermopak's responsibility to maintain equipment during the guarantee period.
- 12.6 In the unlikely event of defective workmanship, and if Thermopak is unable to effect repairs, mutually agreed rates will be reimbursed. No equipment repairs are to be undertaken without written directives from Thermopak including an order reflecting an agreed value.