

IMPORTANT CUSTOMER NOTICE

These Terms & Conditions form part of every quotation, estimate, job card and invoice issued by Pompidelik Heavy Rescue where they are incorporated by reference or provided to the customer before acceptance.

Certain clauses deal with safety, customer responsibilities, cancellation, warranties and limitations of liability. Please read the full document before accepting a quotation or instructing work to proceed.

Nothing in these Terms & Conditions excludes or limits any right, remedy, warranty or liability that may not lawfully be excluded or limited under the Consumer Protection Act 68 of 2008 (CPA) or other applicable South African law.

Business: Pompidelik Heavy Rescue

Contact: Jacques Nel - 062 671 5289

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Jurisdiction: Republic of South Africa

Legal framework note: This document is intended to operate subject to applicable South African law, including the Consumer Protection Act 68 of 2008, its regulations, and the South African Automotive Industry Code where applicable. It is a business template and should be reviewed by a South African attorney before final adoption.

POMPIDELIK HEAVY RESCUE - FULL TERMS & CONDITIONS

These Terms & Conditions apply to quotations, estimates, diagnostics, mobile call-outs, repair and maintenance work, parts supply and fitment, trailer repairs and fabrication, welding, boilermaking and related services supplied by Pompidelik Heavy Rescue ("Pompidelik").

1. DEFINITIONS AND INTERPRETATION

"Customer" means the person, business, fleet operator or authorised representative requesting or accepting the services. "Vehicle/Equipment" includes trucks, trailers, cars, bakkies, forklifts, components and other property on which Pompidelik is asked to work. "Quotation" includes any written estimate, quotation, scope of work or price communicated by Pompidelik. "Authorisation" means approval given in writing, by signed document, email, WhatsApp or another recorded manner.

If a specific quotation contains a term that differs from these general Terms & Conditions, the specific written term on the quotation will prevail for that job, provided it is lawful.

2. QUOTATION VALIDITY, SCOPE AND PRICING

A quotation covers only the labour, parts, materials, call-out charges and services expressly listed. Unless another period is stated on the quotation, pricing is valid for 14 calendar days from the quotation date.

Parts and material prices are subject to supplier availability and may change after the quotation validity period. VAT will only be charged where legally applicable and will be shown on the quotation or invoice.

The quotation should identify the nature and extent of the proposed work, applicable charges and any collection or completion arrangements required by law or reasonably necessary for the job.

3. AUTHORISATION AND ADDITIONAL WORK

Pompidelik will not intentionally perform additional chargeable repair work outside the authorised scope without obtaining further customer approval where such approval is required by law or by the quotation.

If additional defects, worn components, safety concerns or extra work are identified after inspection, diagnostics, dismantling or repair has started, Pompidelik will advise the customer and provide the additional estimated cost or revised quotation before proceeding. If the customer declines the additional work, Pompidelik may stop work at a safe and practical point and invoice authorised work already completed.

4. DIAGNOSTICS AND FAULT FINDING

Diagnostic results are based on the symptoms, fault codes, test results, condition and information available at the time of inspection. A diagnostic report is not a guarantee that no other fault exists. Intermittent, concealed, mechanical or consequential faults may only become apparent after further testing, dismantling, repair or road testing.

Where diagnostics are sold as a standalone service, or where a diagnostic or call-out fee is lawfully chargeable and disclosed in advance, the agreed fee remains payable for the diagnostic service performed even if the vehicle cannot be repaired on site. If diagnostic work is performed solely for the purpose of preparing an estimate in circumstances where the CPA prohibits charging for that estimate, Pompidelik will comply with the applicable legal requirement.

5. MOBILE CALL-OUTS AND BREAKDOWN ASSISTANCE

A mobile call-out or breakdown fee covers attendance at the agreed location and only the services included in the quotation or call-out agreement. Attendance does not guarantee that a vehicle or equipment can be repaired on site or returned to service immediately.

Additional labour, parts, recovery, towing, specialist equipment, travel outside the agreed area or return visits are excluded unless stated or subsequently authorised. The customer must provide an accurate location, safe access and relevant information about the breakdown.

6. CUSTOMER RESPONSIBILITIES AND DISCLOSURE

The customer must provide accurate information reasonably relevant to the work, including known faults, warning lights, previous repairs, modifications, recent breakdown events, accident damage, fuel or fluid leaks, electrical alterations and any known safety risks.

The customer must ensure that the person authorising work has authority to do so. Fleet customers must provide a purchase order or internal authorisation number where their own procedures require one.

7. ACCESS, TESTING AND ROAD TESTING

By authorising the work, the customer permits Pompidelik to start, operate, move, inspect and, where reasonably necessary, road-test the Vehicle/Equipment for diagnosis, repair, safety checks and verification of completed work. Testing will be limited to what is reasonably necessary. The customer must ensure that the Vehicle/Equipment is legally and safely capable of the required test or must disclose any reason why it should not be driven or operated.

8. PARTS AND MATERIALS SUPPLIED BY POMPIDELIK

Parts may be original equipment, aftermarket, reconditioned or other agreed parts depending on availability, suitability, budget and the quotation. Pompidelik will not knowingly substitute a materially different part without customer approval where approval is required.

Manufacturer and supplier warranties remain subject to their own lawful terms. Any warranty supplied by Pompidelik operates together with, and does not reduce, statutory rights that apply to the customer.

9. CUSTOMER-SUPPLIED PARTS

If the customer supplies a part, Pompidelik may inspect it for obvious suitability but does not warrant the quality, origin, hidden condition, durability or compatibility of a customer-supplied part. Pompidelik may refuse to install a part that appears unsafe, incorrect or unsuitable.

Pompidelik remains responsible for the quality of its own workmanship. A failure caused by a defective, incorrect or incompatible customer-supplied part is not a defect in Pompidelik workmanship merely because Pompidelik installed the part at the customer's request.

10. SPECIAL-ORDER PARTS, DEPOSITS AND FABRICATED ITEMS

Special-order parts, custom materials and fabricated components may require a deposit before ordering or fabrication starts. Deposits and payment milestones will be stated on the quotation.

If the customer cancels after special-order goods have been ordered, materials have been cut or fabrication has started, the customer may be charged reasonable actual costs already incurred, including non-refundable supplier charges, restocking charges where lawfully applicable, materials used and authorised labour completed, subject to applicable consumer law.

11. TRAILER FABRICATION, REPAIRS, WELDING AND BOILERMAKING

Fabrication and modification work will be performed according to the dimensions, drawings, specifications, instructions and agreed use recorded on the quotation or job documentation. The customer must verify customer-supplied dimensions and specifications before fabrication starts.

Changes requested after fabrication has started may result in additional material and labour costs and may affect completion time. Any additional chargeable work will be authorised before proceeding where required.

Roadworthiness testing, engineering certification, homologation, manufacturer approval, licensing, NRCS or other statutory approvals are excluded unless expressly included in the quotation. Pompidelik will not knowingly perform work that it reasonably believes to be unlawful or unsafe.

12. ON-SITE WELDING AND WORK-SITE SAFETY

The customer must disclose known hazards and provide a work area that is reasonably safe for the requested services. This includes disclosing fuel leaks, gas cylinders, flammable or explosive materials, hazardous chemicals, pressurised systems, unstable loads, unsafe lifting conditions and other risks.

Pompidelik may refuse, suspend or postpone work where the site, Vehicle/Equipment or requested procedure presents an unacceptable safety risk. Welding or hot work will not proceed until the area has been made reasonably safe.

The customer remains responsible for site-specific access control, permits, inductions and safety rules under the customer's control, unless Pompidelik has expressly agreed to provide them.

13. REPLACED PARTS AND DISPOSAL

Where practical, a customer who wants removed parts returned should request this before work starts. Parts that must be returned to a supplier or manufacturer for warranty, exchange or core-credit purposes, or parts requiring lawful hazardous disposal, may not be available for return.

If no return is requested, Pompidelik may dispose of removed parts in a reasonable and lawful manner after completion of the job.

14. ESTIMATED COMPLETION TIMES AND DELAYS

Any completion date, response time or repair duration is an estimate unless expressly guaranteed in writing. Pompidelik will take reasonable steps to perform services within the agreed period and will communicate material delays when reasonably possible.

Delays may arise from supplier availability, incorrect parts supplied by third parties, additional faults, weather, access restrictions, load-shedding or power failure, unsafe conditions, specialist work, customer approval delays or other circumstances outside Pompidelik's reasonable control.

15. PAYMENT

The customer must pay deposits, call-out fees and balances in accordance with the quotation or invoice. Unless written credit terms have been approved, the balance is payable on completion of the authorised work or before release of supplied goods, as stated on the quotation.

Electronic payments are only regarded as received once cleared and reflected in the nominated account. The customer must use the correct quotation or invoice reference when requested.

16. COLLECTION, STORAGE AND LAWFUL RETENTION RIGHTS

Where Pompidelik has possession of a customer's Vehicle/Equipment, the customer must collect it within the period stated on the quotation, invoice or collection notice after being advised that the work is complete or that the property is ready for collection.

Any storage charge will only apply where it has been disclosed and is lawful. Pompidelik reserves any lawful lien or retention right available under South African law in respect of authorised work and amounts lawfully due.

17. WORKMANSHIP AND STATUTORY WARRANTY

Pompidelik stands behind the workmanship it performs. Where the CPA applies, every new or reconditioned part installed during repair or maintenance work, together with the labour required to install it, carries the statutory

warranty required by section 57 of the CPA - currently three months from installation, or a longer period if Pompidelik specifies one in writing.

The statutory repaired-goods warranty operates concurrently with other applicable warranties. It may not apply where a part, vehicle or equipment has been subjected to misuse or abuse, and it does not apply to ordinary wear and tear, as provided by law.

A customer who believes there is a workmanship or warranty issue must notify Pompidelik as soon as reasonably possible and give Pompidelik a reasonable opportunity to inspect the Vehicle/Equipment and the alleged defect before third-party repairs are undertaken, except where an emergency or safety concern makes this impractical.

18. PRE-EXISTING, HIDDEN AND UNRELATED FAULTS

Pompidelik is not responsible for a pre-existing, concealed, intermittent or unrelated defect merely because it is discovered during or after the authorised work. Mechanical and electrical systems can contain multiple faults, and correcting one fault may reveal another that could not reasonably have been identified beforehand.

This clause does not excuse defective workmanship, negligent damage caused by Pompidelik, or any liability that cannot lawfully be excluded.

19. CUSTOMER PROPERTY AND VALUABLES

Customers should remove cash, documents, tools, electronics and other valuables not required for the repair before leaving a vehicle or equipment in Pompidelik's possession. Pompidelik will take reasonable care of customer property in its possession.

Pompidelik is not responsible for loss of undisclosed valuables where the loss was not caused by Pompidelik's negligence or other legally actionable conduct.

20. LIMITATION OF LIABILITY AND CONSEQUENTIAL LOSS

IMPORTANT: To the maximum extent permitted by South African law, Pompidelik will not be liable for indirect or consequential commercial loss arising solely from the original breakdown, pre-existing or unrelated defects, customer delay, supplier delay, parts unavailability, loss of use, missed deliveries, loss of production, loss of contracts or circumstances outside Pompidelik's reasonable control.

This clause does NOT exclude or limit liability for gross negligence, defective workmanship where liability cannot lawfully be excluded, death or personal injury where exclusion is prohibited, or any consumer right or remedy that the CPA or other applicable law does not permit the customer to waive.

21. SUBCONTRACTORS AND SPECIALIST SERVICES

Pompidelik may recommend or use a specialist third party for work outside its own capabilities where appropriate. Where customer consent is required by law, manufacturer warranty conditions or the quotation, consent will be obtained before subcontracting the relevant work.

Third-party charges will be disclosed or separately authorised where they are additional to the accepted quotation.

22. CANCELLATIONS

A customer may cancel work subject to any rights and cooling-off periods that apply by law. Where cancellation is permitted, Pompidelik may recover reasonable charges for authorised work already performed and reasonable, non-recoverable costs already incurred, subject to the CPA and other applicable law.

If a mobile technician has already been dispatched before cancellation, an agreed and lawfully disclosed call-out or travel charge may remain payable.

23. ELECTRONIC COMMUNICATIONS AND APPROVAL

The customer agrees that quotations, approvals, revised estimates, photographs, job updates and invoices may be sent or confirmed electronically. Email, WhatsApp and other recorded communications may be used as evidence of instructions and authorisation where permitted by law.

The customer is responsible for checking that the email address and mobile number supplied to Pompidelik are correct.

24. PERSONAL INFORMATION

Pompidelik may process customer contact, vehicle, company and transaction information to prepare quotations, perform services, communicate job updates, issue invoices, keep business records, manage warranty claims and comply with legal or regulatory obligations. Information will be handled subject to applicable South African data-protection law.

25. COMPLAINTS AND DISPUTE RESOLUTION

Customers are encouraged to raise any complaint directly with Pompidelik first so that the matter can be investigated and, where appropriate, remedied.

Where the South African Automotive Industry Code applies, an unresolved automotive dispute may be referred to the Motor Industry Ombudsman of South Africa (MIOSA). Nothing in this clause prevents a customer from using another lawful consumer remedy or a court or tribunal with jurisdiction.

26. GOVERNING LAW, SEVERABILITY AND VERSION CONTROL

These Terms & Conditions are governed by the laws of the Republic of South Africa. If any provision is found to be unlawful or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

The version applicable to a job is the version made available to the customer when the quotation was accepted. Pompidelik may update these Terms & Conditions for future work. Each published version should carry a version number and effective date.

ACCEPTANCE

By accepting a quotation that incorporates these Terms & Conditions, paying an agreed deposit, or instructing Pompidelik to proceed after having been given access to these Terms & Conditions, the customer confirms acceptance of the authorised scope and the applicable Terms & Conditions. Additional chargeable work remains subject to further authorisation where required.

Legal references used in preparing this template: Consumer Protection Act 68 of 2008 (including sections 15 and 57), Consumer Protection Act Regulations on repair/maintenance estimates, and the South African Automotive Industry Code. This is not a substitute for legal advice.