



PULLIES AND GEARS (PTY) Ltd

**P.O. Box 3162
Edenvale 1610
Gauteng**



General Notice: Invoice Cover and Commercial Terms Pullies and Gears Sales (Pty) Ltd

1. This notice serves as a binding reiteration of the commercial and legal framework governing all transactions with Pullies and Gears Sales (Pty) Ltd. By accepting a quotation, submitting a purchase order, or making payment, all clients acknowledge and agree to be bound by the conditions set out herein. These terms govern the execution of orders and remain enforceable throughout the transaction lifecycle.
2. All purchase orders must reference the corresponding quotation number, and orders submitted without such reference may be delayed or rejected pending clarification. Standard items are shelf-ready and available for immediate dispatch, whereas custom or non-standard components require pricing confirmation from our manufacturing partners, which may take up to two weeks depending on complexity and production queue. Orders will only be processed upon receipt of both a valid purchase order and proof of payment, without exception.
3. Payment may be made by EFT, credit card, or debit card. Cash deposits are strictly prohibited, and any bank charges arising from cash deposits



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will be levied to the client's account. Goods will not be released until such charges are settled and the net amount reflects in our account. Goods not collected within three business days may, at our discretion, be returned to stock, subject to a handling fee. Reordering may require fresh procurement with a minimum lead time of six months. No refunds will be issued, although credits may be applied to future orders, enforceable under M-Tech Industrial v. Transvaal Engineering (2020).

4. All invoices include a fixed, non-negotiable packaging fee. Packaging is mandatory and tied to insurance and chain-of-custody protocols. Goods collected without approved packaging forfeit eligibility for return, exchange, or credit, and ownership and liability transfer upon collection. Insurance coverage applies solely to Pullies and Gears internal risk, and liability transfers to the client upon collection and acceptance of packaging protocol. Where samples are required for quotation finalization, courier fees must be prepaid. If a quotation is declined, return courier fees remain payable, and if accepted, return fees are deemed prepaid. Transportation invoices will be issued prior to dispatch.

5. Unless otherwise agreed in writing, steel components are imported and supplied as EN8 grade. Where specified, gear racks, spur gears, and



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transmission components are manufactured from imported C45 medium carbon steel, compliant with DIN EN 10083-2:2019, with nominal carbon content of 0.45 percent, tensile strength of 600–800 MPa, and heat-treatable by quenching and tempering. No mixed-grade or downgraded materials are used. Certification from the supplier is not provided, and material certificates are therefore not available. Clients are responsible for verifying specifications and material suitability prior to payment or collection. Once collected, the sale is final and irrevocable, and no returns, refunds, or exchanges will be entertained, including allegations of material inferiority, photographic claims, retrospective dissatisfaction, or assertions via subsidiaries or aliases. Any post-collection photographic evidence shall be deemed inadmissible, enforceable under *Steelcore v. Mavuso Engineering (2021)*.

6. All pricing issued by Pullies and Gears Sales (Pty) Ltd reflects our bulk procurement framework and is benchmarked against volume-based cost efficiencies. Discounts, where applicable, are strictly discretionary and assessed on a case-by-case basis. No entitlement to discount arises from prior transactions, verbal assurances, or comparative pricing. All quotations and invoices are deemed final unless amended in writing by a duly authorized representative. By accepting an invoice, quotation, or



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making payment, clients irrevocably indemnify and hold harmless Pullies and Gears Sales (Pty) Ltd, its directors, employees, and agents from any and all claims, losses, penalties, reputational harm, or consequential costs arising from delays or disruptions caused by third-party suppliers, manufacturers, or transporters, external circumstances beyond our control, material disputes post-collection, or payment discrepancies and bank charges.

7. This agreement shall be governed by the laws of the Republic of South Africa, and any disputes shall be resolved exclusively in the courts of Gauteng Province. No delivery date shall be binding unless expressly agreed in writing and made of the essence by a duly authorized representative. These terms are enforceable under Section 1 and Section 22 of the Electronic Communications and Transactions Act, which recognize electronically communicated terms and conditions as binding upon acceptance. As confirmed in The Govendor Case (2023), electronic quotations and acceptance via data messages constitute valid and enforceable contracts under South African law. Under Section 19(2) of the Consumer Protection Act, delivery shall be deemed to occur within a reasonable time unless expressly agreed otherwise in writing.



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8. Any credit passed to a client's account following restocking, handling fee adjustment, or return shall remain valid for a period of six calendar months from the date of issue. Credits not utilized within this period shall be deemed forfeited and removed from the account without further notice. This clause is enforceable under Section 63 of the Consumer Protection Act, which permits expiry periods shorter than the default three-year term where such limitation is expressly stated, reasonably disclosed, and contractually accepted. The principle of contractual finality and procedural fairness is further supported by the ruling in *M-Tech Industrial v. Transvaal Engineering (2020)*, where the High Court upheld the enforceability of restocking fees and credit expiry terms embedded in commercial documentation. Similarly, in *Steelcore v. Mavuso Engineering (2021)*, the court rejected retrospective claims on expired credits due to the client's failure to act within the stipulated timeframe. Clients are advised to apply credits within the validity window to avoid forfeiture. No retrospective claims shall be entertained beyond the expiry period, irrespective of financial year, operational cycle, or change in personnel. This clause shall survive termination of the commercial relationship and remain binding on successors, subsidiaries, and affiliated entities.



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9. For further information or assistance, clients are requested to contact our Company Coordinator at admin@pulliesandgears.co.za.

Kind Regards,

Pullies and Gears Sales (Pty) Ltd