

STANDARD TERMS AND CONDITIONS OF SALE – Version February 2026**Linear Actuators South Africa (Pty) Ltd**

8 Hanepoot Street, Sonstraal, Durbanville, 7550

Republic of South Africa

1. DEFINITIONS

- 1.1. "Company" means Linear Actuators South Africa (Pty) Ltd.
- 1.2. "Client" means the purchaser of goods from the Company.
- 1.3. "Goods" means all products, components, and related items supplied by the Company.

2. APPLICATION OF TERMS

- 2.1. These Terms and Conditions apply to all quotations, sales, and deliveries.
- 2.2. By accepting a quotation, placing an order, or making payment, the Client agrees to be bound by these Terms.
- 2.3. No variation shall apply unless agreed to in writing by the Company.
- 2.4. The Company reserves the right to amend these Terms from time to time. The version published on the Company's website at the date of order shall apply.
- 2.5. In the event of any conflict between these Terms and any other document (including the Client's order or terms), these Terms shall prevail unless expressly varied in writing by the Company.

3. QUOTATIONS AND PRICING

- 3.1. Quotations are valid for seven (7) days unless otherwise stated.
- 3.2. All prices are quoted Ex-Works (EXW) Durbanville.
- 3.3. Prices may be adjusted due to exchange rate fluctuations prior to payment.
- 3.4. Lead times provided are estimates only and not guaranteed.
- 3.5. Errors and Omissions Excepted (E&OE).
- 3.6. The Company reserves the right to correct clerical or pricing errors.

4. PAYMENT TERMS

- 4.1. Strictly 100% pre-payment is required. No credit facilities are offered.
- 4.2. Manufacturing, stock allocation, importation, or dispatch will only commence once full cleared payment reflects in the Company's bank account.
- 4.3. Ownership of Goods remains vested in the Company until full payment is received.
- 4.4. Notwithstanding transfer of risk, ownership remains with the Company until full payment is received.
- 4.5. The Client shall not withhold payment, make deductions, or set-off any alleged claim against amounts due

5. TECHNICAL SUITABILITY AND CLIENT RESPONSIBILITY

- 5.1. The Client warrants that the selected Goods are suitable for their intended application.
- 5.2. The Client assumes full responsibility for ensuring proper structural design, load calculations, and safe integration into any system or structure.
- 5.3. The Company does not certify structural or load-bearing designs unless expressly agreed in writing.
- 5.4. Technical data is provided based on manufacturer specifications and is given in good faith.
- 5.5. The Company shall not be liable for incorrect product selection, misapplication, or overloading of units.

6. INSTALLATION AND ELECTRICAL COMPLIANCE

- 6.1. Installation must be performed by a qualified technician.
- 6.2. The Client must ensure correct voltage supply, fuse protection, overload protection, and polarity control.
- 6.3. Continuous operation beyond rated load, force, speed, or duty cycle specifications constitutes misuse and voids warranty.
- 6.4. The Company shall not be liable for damage arising from:
 - Use of unsuitable power supplies
 - Voltage spikes or surges
 - Incorrect wiring or polarity reversal
 - Absence of proper circuit protection
 - Failure to adhere to rated Duty Cycles

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Directors: M. Erasmus, JG Erasmus

Terms & Conditions Apply (E&OE)

6.5. Products are not certified for safety-critical, life-support, or medical applications unless expressly confirmed in writing by the Company.

7. SHIPPING, DELIVERY AND RISK

- 7.1. All sales are Ex-Works (EXW) Durbanville.
- 7.2. Where the Company arranges courier services, it does so strictly as agent on behalf of the Client.
- 7.3. Courier services are provided by independent third-party service providers.
- 7.4. Risk in the Goods passes to the Client immediately upon collection from the Company's premises by the courier or the Client's representative.
- 7.5. Courier quotations exclude transit insurance unless explicitly requested in writing.
- 7.6. The Company shall not be liable for loss or damage occurring in transit.
- 7.7. The Client shall ensure adequate insurance coverage for the Goods from the point risk passes.
- 7.8. The Client must inspect the Goods upon delivery and notify the Company in writing within 48 hours of any shortages or visible damage, failing which the Goods shall be deemed accepted.

8. RETURNS, CANCELLATIONS AND STORAGE

- 8.1. Custom-manufactured or specially imported Goods are non-cancellable and non-returnable.
- 8.2. Orders may not be cancelled once manufacturing or importation has commenced.
- 8.3. Returns of standard stock items are at the Company's sole discretion and may be subject to a 20% handling fee.
- 8.4. Returned Goods must be unused and in original packaging.
- 8.5. Any approved return of standard items shall be at the Client's expense, and Goods must be returned freight prepaid.
- 8.6. The Company reserves the right to charge reasonable storage fees for Goods not collected within 30 days of notification of availability.

9. WARRANTY

- 9.1. Goods carry a 12-month limited manufacturer warranty against defects in materials and workmanship.
- 9.2. The warranty commences from the date of invoice.
- 9.3. Warranty is void where damage results from:
 - Overloading beyond rated load, force, or duty cycle specifications.
 - Bypassing internal limit switches.
 - Incorrect installation or wiring.
 - Improper storage or environmental exposure (e.g., moisture ingress).
 - Product modification or unauthorized repairs.
 - Exposure to corrosive environments without suitable protection.
 - Failure to follow manufacturer installation/maintenance guidelines.
- 9.4. Warranty is limited to repair or replacement of the defective unit only.
- 9.5. Transport costs relating to warranty claims are for the Client's account.
- 9.6. Nothing in this clause limits statutory rights under the Consumer Protection Act where applicable.

10. INDEMNITY

- 10.1. The Client indemnifies and holds the Company harmless against any claim, loss, damage, injury, liability, data, goodwill, business interruption, or expense arising from the Client's installation, modification, integration, resale, or use of the Goods.

11. LIMITATION OF LIABILITY

- 11.1. The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profit, loss of production, downtime, loss of data, loss of goodwill, business interruption, or contractual penalties, whether arising in contract, delict (including negligence), or otherwise.
- 11.2. The Company's total aggregate liability under or in connection with any supply of Goods (whether in contract, delict, or otherwise) shall in no event exceed the purchase price actually paid by the Client for the specific Goods giving rise to the claim.
- 11.3. The Client assumes full responsibility for ensuring that the Goods are properly selected, integrated, installed, and used in any structure, machinery, or system.
- 11.4. Nothing in this clause limits or excludes the Company's liability where such limitation or exclusion is prohibited by applicable law, including the Consumer Protection Act 68 of 2008 (where it applies).

12. VALUE ADDED TAX (VAT) AND EXPORTS

- 12.1. All prices are exclusive of VAT unless expressly stated otherwise.
- 12.2. In accordance with the Value-Added Tax Act 89 of 1991 of the Republic of South Africa, VAT will be charged at the applicable rate on all sales where required by law.
- 12.3. Where Goods are collected within the Republic of South Africa by the Client or the Client's nominated representative, including freight forwarders, the supply shall be treated as a local supply and VAT will be levied accordingly.
- 12.4. The Client is responsible for applying for any VAT refund from the South African Revenue Service (SARS) through the applicable VAT Refund Administrator where eligible.
- 12.5. The Company shall not be liable for any VAT refunds, export documentation deficiencies caused by third parties, or failure by the Client to comply with export regulatory requirements.
- 12.6. Zero-rating of VAT will only apply where the Company controls the export process and holds all required export documentation as prescribed by legislation.
- 12.7. The Client warrants that any export declarations or documentation provided are accurate and complete.

13. BREACH AND INSOLVENCY

- 13.1. If the Client breaches any term, the Company may suspend performance, cancel the order, or claim damages.
- 13.2. In the event of liquidation, business rescue, or sequestration of the Client, the Company may cancel orders and reclaim unpaid Goods.

14. ELECTRONIC COMMUNICATION AND FRAUD

- 14.1. The Company shall not be liable for errors resulting from electronic communication.
- 14.2. The Company's banking details will not change without formal written notice. The Company is not liable for payments made to incorrect accounts due to fraud or interception.

15. FORCE MAJEURE

The Company shall not be liable for delays or failure to perform due to events beyond its reasonable control, including but not limited to supplier delays, customs inspections, port congestion, strikes, natural disasters, acts of government, war, terrorism, pandemics/epidemics, or raw material shortages or any other event beyond the Company's reasonable control.

16. INTELLECTUAL PROPERTY

All drawings, technical documents, specifications, and custom configurations remain the intellectual property of the Company and may not be reproduced or shared without written consent.

17. DATA PROTECTION

The Company processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and applicable privacy policies.

18. GOVERNING LAW AND JURISDICTION

- 18.1. These Terms are governed by the laws of the Republic of South Africa.
- 18.2. The Client consents to the jurisdiction of the Magistrates Court in terms of Section 45 of the Magistrates Court Act 32 of 1944, notwithstanding that the amount of the claim may exceed the jurisdiction of such Court.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior understandings, agreements, negotiations, or representations (whether oral or written) between the parties.

20. SEVERABILITY

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace the invalid provision with a valid one that most closely approximates the original intent and economic effect.

21. NOTICES

Any notice required or permitted under these Terms shall be in writing and shall be deemed duly given if delivered by hand, sent by registered mail (postage prepaid), or transmitted by email (with confirmation of receipt requested) to the addresses/email set out below (or such other address as notified in writing):

21.1. To the Company: info@linact.co.za / 8 Hanepoot Street, Sonstraal, Durbanville, 7550.

21.2. To the Client: at the address/email provided in the order/quotation.

21.3. Notices shall be deemed received: (a) if delivered by hand, on delivery; (b) if sent by registered mail, 7 business days after posting; (c) if by email, on the next business day after transmission (unless a bounce-back is received).

22. ASSIGNMENT

The Client may not assign, transfer, subcontract, or otherwise dispose of any of its rights or obligations under these Terms without the prior written consent of the Company. The Company may assign or transfer its rights and obligations without the Client's consent.

23. CONFIDENTIALITY

The Client undertakes to keep confidential all technical information, drawings, specifications, pricing, custom configurations, and other proprietary information disclosed by the Company (whether marked confidential or not) and to use such information solely for the purpose of evaluating or using the Goods. This obligation survives termination of any order or these Terms.

24. ANTI-BRIBERY AND CORRUPTION

Each party warrants and undertakes that it shall comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the Prevention and Combating of Corrupt Activities Act 12 of 2004 (South Africa) and equivalent foreign laws. The Client shall not offer, promise, give, request, agree to receive, or accept any bribe, facilitation payment, or improper advantage in connection with these Terms or any related transaction

25. NON-DISPARAGEMENT

The Client agrees not to make, publish, or communicate any disparaging, defamatory, or derogatory statements about the Company, its directors, employees, products, or services, whether orally, in writing, or on any social media platform, website, or public forum. This includes statements that could harm the Company's reputation, business, or goodwill. The Company similarly agrees not to disparage the Client. This obligation survives the completion or termination of any transaction under these Terms. In the event of a breach, the non-breaching party shall be entitled to seek injunctive relief, damages, and any other remedies available at law.