



BUGATTI PUMPS & PIPING (PTY) LTD

Reg No: 2017/044294/07

VAT No: 4710280035

 013 880 0900

 lukas@bugattipumps.com

 12 Dr Mandela Drive, SAE Business Park, Aerorand, Middelburg, 1050



BUGATTI PUMPS & PIPING (PTY) LTD

COMPREHENSIVE STANDARD TERMS AND CONDITIONS OF SALE & SERVICE

Incorporating Quotation Terms, Warranty Conditions & General Conditions of Sale

Version 2.0 | Effective: February 2026 | Governed by the Laws of the Republic of South Africa | ECT Act 25 of 2002

IMPORTANT NOTICE TO ALL CLIENTS: These Terms and Conditions ("T&C") constitute a binding legal agreement. By submitting a purchase order, accepting a quotation, opening or reading a quote or invoice, making payment, or receiving delivery of goods or services, the Buyer is deemed to have read, understood, and unconditionally accepted all T&C herein. A physical signature is NOT required for these T&C to be binding. These T&C are published on www.bugattipumpspiping.com, attached to all quotations and invoices, and referenced in all official Bugatti email correspondence.

1. DEEMED ACCEPTANCE & CONSTRUCTIVE NOTICE

1.1 These T&C are incorporated by reference into every quotation, invoice, purchase order, and supply agreement issued or accepted by Bugatti Pumps & Piping (Pty) Ltd ("Bugatti"). They are binding on the Buyer in terms of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") and the common law of the Republic of South Africa.

1.2 The Buyer is deemed to have accepted these T&C in full upon the occurrence of any one or more of the following acts, without the need for a physical signature:

- Opening, reading, or responding to any quotation or invoice issued by Bugatti;
- Placing a verbal, written, electronic, or implied purchase order with Bugatti;
- Making any payment, part payment, or deposit to Bugatti;
- Taking delivery of, or accepting, any Equipment or Services supplied by Bugatti;
- Continuing to transact with Bugatti after having been provided with or referred to these T&C;
- Accessing the Bugatti website at www.bugattipumpspiping.com where these T&C are publicly available.

1.3 These T&C are published on the Bugatti website, attached to all formal quotations and invoices, and referenced in Bugatti's standard email signature on all outgoing correspondence. The Buyer is accordingly placed on constructive notice of these T&C at all times.

1.4 The Buyer's failure to read these T&C shall not constitute a defence against their application. It shall be sufficient that the T&C were reasonably accessible to the Buyer prior to or at the time of contracting.

1.5 No employee, agent, or representative of Bugatti has authority to waive, vary, or exclude the application of these T&C unless authorised to do so in writing by the CEO or a Director of Bugatti.

1.6 These T&C shall apply to all transactions between Bugatti and the Buyer, whether current, past, or future, unless a separate written agreement signed by both parties expressly excludes them.

1.7 By submitting any enquiry or communication to Bugatti, the Buyer consents to the receipt of electronic communications and agrees that any agreement concluded electronically shall be valid and enforceable in terms of the ECT Act.



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2. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 2.1** "Agreement" means the contract of sale constituted by these T&C together with Bugatti's accepted quotation and the Buyer's purchase order.
- 2.2** "Bugatti" means Bugatti Pumps & Piping (Pty) Ltd, Registration Number 2017/044294/07, a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 2.3** "Buyer" means the party named in the purchase order, or any party deemed to have accepted these T&C in terms of clause 1.2 above.
- 2.4** "Equipment" means all pumps, pipework, HDPE piping, accessories, components, and any goods manufactured, assembled, or supplied by Bugatti.
- 2.5** "Services" means installation, commissioning, testing, alignment, startup, repair, maintenance, consulting, and any technical services furnished by Bugatti.
- 2.6** "Non-Conformance" means a defect in workmanship or material, excluding normal wear and tear, erosion, corrosion, or items requiring routine overhaul.
- 2.7** "Force Majeure Event" includes acts of God, war, terrorism, civil unrest, strikes, floods, fire, epidemics, government actions, load shedding, or any event beyond the reasonable control of either party.
- 2.8** "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002.
- 2.9** "CPA" means the Consumer Protection Act 68 of 2008, as amended.
- 2.10** "POPI Act" means the Protection of Personal Information Act 4 of 2013.
- 2.11** "VAT" means Value Added Tax levied in terms of the Value-Added Tax Act 89 of 1991.
- 2.12** "Insolvent" has the meaning assigned thereto in the Insolvency Act 24 of 1936.

3. QUOTATIONS, PRELIMINARY PROPOSALS & ORDER ACCEPTANCE

- 3.1** All quotations are preliminary unless expressly stated to be binding. Steel and fabrication pricing is valid for five (5) business days from the quotation date. HDPE and polymer pricing is subject to adjustment for Rand/dollar/oil price fluctuations, communicated prior to order confirmation.
- 3.2** Bugatti is not contractually bound until a formal supply agreement is executed in writing by both parties.
- 3.3** Any purchase order, whether verbal, written, or electronic, constitutes an offer to purchase on these T&C. Acceptance occurs only upon written confirmation by an authorised representative of Bugatti.
- 3.4** Oral understandings and representations are expressly excluded. Modifications to these T&C must be in writing and signed by authorised representatives of both parties.
- 3.5** Material availability is confirmed at order placement, subject to the Buyer placing a single complete order and providing uninterrupted site access.
- 3.6** All pricing and commercial information is strictly confidential. Unauthorised disclosure to any third party may result in withdrawal of the offer, cancellation of agreements, and legal action.



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4. DELIVERY

- 4.1** Delivery is EXW Bugatti's works, Middelburg, unless otherwise agreed in writing. The Buyer bears all risk from the moment Equipment leaves Bugatti's premises, including transport, insurance, off-loading, handling, and positioning.
- 4.2** Shipping dates are approximate. Bugatti is not liable for delays caused by late information from the Buyer, outstanding payment, or Force Majeure Events. In the event of such delay, the delivery date shall be extended by a period equal to the duration of the delay.
- 4.3** The Buyer shall provide all equipment and labour for off-loading, handling, and positioning. Bugatti accepts no liability for theft, loss, or damage to materials after delivery.
- 4.4** If the Buyer delays shipment beyond thirty (30) calendar days from the scheduled date, the Buyer takes title, assumes risk of loss, and must arrange storage. Bugatti's invoice shall be issued upon Bugatti's readiness to ship.

5. PAYMENT TERMS

- 5.1** Payment terms are net thirty (30) days from date of invoice unless otherwise stated in Bugatti's quotation or agreed in writing by management. All amounts exclude VAT, which shall be charged in accordance with the Value-Added Tax Act 89 of 1991.
- 5.2** First-time buyers and Cash on Delivery (COD) clients: 50% on order placement and 50% prior to delivery. Alternative payment terms require formal written approval from Bugatti management.
- 5.3** Bugatti may, at its sole discretion, require progress payments on orders depending on order value, complexity, or imported content.
- 5.4** Title to all Equipment remains with Bugatti until full payment is received, in accordance with the common law of South Africa and the National Credit Act 34 of 2005 where applicable.
- 5.5** All overdue amounts attract interest at the maximum permissible rate in terms of the Prescribed Rate of Interest Act 55 of 1975, as amended, calculated daily and compounded monthly from the due date until the date of full payment.
- 5.6** In the event of default in payment, the Buyer agrees to pay all collection costs and attorneys' fees on the attorney-and-client scale. Bugatti may refer overdue accounts to debt collectors or attorneys without further notice.
- 5.7** If the Buyer's financial condition becomes unsatisfactory, Bugatti may cancel shipment or require a letter of credit, bank guarantee, or other acceptable security prior to shipment.
- 5.8** The Buyer is prohibited from offsetting amounts owed to Bugatti against any amounts claimed due under any other transaction or agreement, whether related or unrelated.
- 5.9** The Buyer shall sign all Quality Control Procedure (QCP) documents confirming acceptance of quality and services rendered. Signing of QCP documents waives the right to raise non-performance claims in respect of those items.

6. WARRANTY



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6.1 Bugatti warrants that, at the time of shipment, all Equipment manufactured by Bugatti will comply with applicable Bugatti drawings and specifications and will be free from defects in workmanship and material, subject to all conditions below.

6.2 Warranty periods are as follows:

- New or replacement Equipment: twelve (12) months from date of delivery to the Buyer;
- Repaired Equipment: six (6) months from date of completion of repairs;
- Services: ninety (90) days from initial startup or six (6) months from completion, whichever occurs first;
- Absolute maximum limit: eighteen (18) months from date of shipment by Bugatti, irrespective of startup date.

6.3 Equipment and parts supplied by Bugatti but manufactured by third parties carry only the warranty passed on by the original manufacturer, which Bugatti will endeavour to transfer to the Buyer.

6.4 To make a warranty claim, the Buyer must notify Bugatti in writing within thirty (30) calendar days of discovering the Non-Conformance, call 013-880 0900, and email Debtors@bugatti.com with full details. Claims outside this period will not be entertained.

6.5 Bugatti's sole obligation under warranty is, at Bugatti's election, to repair or replace the defective Equipment ex-Bugatti's works. Repaired or replaced Equipment carries only the unexpired portion of the original warranty.

6.6 All removal, reinstallation, decontamination, site access, and associated labour for warranty repairs shall be at the Buyer's cost. Equipment claimed to be defective must be returned freight prepaid to Bugatti's premises unless Bugatti directs otherwise in writing.

6.7 The warranty is immediately void and all claims are forfeited if:

- Equipment is not installed by a qualified technician in compliance with all relevant South African standards and Bugatti's installation guidelines;
- Equipment is installed incorrectly, including failure to follow pump lining and commissioning procedures in the product manual;
- The pump's suction head exceeds three (3) metres or the suction pipe length exceeds the manufacturer's recommended specification;
- The suction size of the pump is smaller than the recommended diameter, causing cavitation or impaired performance;
- Equipment is operated outside the recommended pressure, flow rate, or temperature specifications;
- Any modification, repair, or alteration is carried out by a third party without Bugatti's prior written consent;
- Equipment has been subject to misuse, abuse, neglect, accident, contamination, or negligence after shipment;
- Counterfeit or non-approved replacement parts have been used in the Equipment;
- Equipment is normally consumed in operation or has an inherently shorter operational life than the warranty period (e.g. seals, bearings, wear plates, impellers).

6.8 Normal wear and tear, erosion, and corrosion do not constitute a Non-Conformance. The Buyer must maintain all Equipment in accordance with the applicable maintenance manual.

6.9 The Buyer must furnish proof of purchase, proof of correct installation and commissioning, and full service history records when submitting any warranty claim.



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6.10 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7. LIMITATION OF LIABILITY

7.1 Bugatti's total liability arising from or in connection with any Order, whether based on contract, warranty, delict (including negligence), strict liability, or otherwise, shall not exceed the contract price of the specific Equipment or Service giving rise to the claim.

7.2 BUGATTI SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF USE, LOSS OF REVENUE OR PROFIT, LOSS OF CONTRACTS, INCREASED OPERATING COSTS, LOSS OF GOODWILL, OR CLAIMS BY THIRD PARTIES.

7.3 Bugatti's liability for death or personal injury caused by its own gross negligence or wilful misconduct is not excluded.

7.4 Bugatti is not liable for any loss or damage resulting from reliance on preliminary quotations or pre-project discussions prior to the execution of a formal signed supply agreement.

8. INSTALLATION & SITE RESPONSIBILITIES

8.1 Installation work performed outside standard business hours will be charged at applicable overtime rates as communicated by Bugatti. Installation delays arising from Force Majeure Events will be charged at the standard applicable hourly rate.

8.2 The Buyer must provide: (a) unimpeded site access; (b) all necessary equipment and labour for off-loading, handling, and positioning of pipes and materials; (c) safe working conditions compliant with the Occupational Health and Safety Act 85 of 1993 (OHS Act); and (d) all relevant site drawings, infrastructure details, and utility connections required for installation.

8.3 Bugatti's personnel may refuse to work in conditions that are unsafe or non-compliant with the OHS Act without incurring any liability.

8.4 HDPE ultrasonic testing, where applicable, will be conducted in accordance with ISO 16809 standards. If critical degradation is detected, immediate replacement is recommended. Bugatti accepts no liability for consequential damage arising from the Buyer's delay in acting on such recommendations.

9. CANCELLATION & RETURNS

9.1 Orders may only be cancelled with Bugatti's prior written consent. If an Order is cancelled after production has commenced or materials have been procured, the Buyer shall be liable for all direct costs incurred by Bugatti up to the date of cancellation, including materials, labour, subcontractor costs, and overheads.

9.2 A handling and restocking charge of fifteen percent (15%) of the invoice value applies to all approved goods returned. Custom-manufactured, special-order, or imported items are non-returnable.



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9.3 Goods will only be accepted for return if in original, undamaged, unused condition and returned within fourteen (14) calendar days of delivery with original documentation.

9.4 Bugatti reserves the right to cancel any Order in the event of: (a) the Buyer's insolvency, business rescue, or liquidation proceedings; or (b) material breach by the Buyer that remains unremedied for seven (7) days after written notice.

10. CHANGES & VARIATIONS

10.1 The Buyer may request modifications to scope, specifications, quantities, delivery dates, or method of shipment by submitting a written change request. Bugatti will assess the impact on price and schedule and notify the Buyer in writing.

10.2 Bugatti is not obligated to implement any change until a revised purchase order or written change authorisation has been issued and accepted. Verbal instructions to vary work are expressly excluded.

11. INTELLECTUAL PROPERTY, CONFIDENTIALITY & NON-DISCLOSURE

11.1 All designs, drawings, specifications, technical data, software, tooling, jigs, dies, moulds, patterns, test equipment, manufacturing aids, and engineering instructions used in or resulting from the supply of Equipment or Services remain the exclusive property of Bugatti, unless expressly agreed otherwise in writing.

11.2 The Buyer shall not use Bugatti's intellectual property to manufacture, procure, or cause to be manufactured similar products from any other source without Bugatti's prior written consent.

11.3 The Buyer agrees to keep all commercial, technical, and pricing information received from Bugatti strictly confidential. Breach of this obligation entitles Bugatti to seek urgent interdictory relief in any competent court.

11.4 Bugatti agrees to indemnify the Buyer against final judgments resulting from claims that Bugatti-designed Equipment infringes a South African patent, provided the Buyer promptly notifies Bugatti and grants Bugatti full control of the defence.

12. PROTECTION OF PERSONAL INFORMATION

12.1 Bugatti processes personal information in compliance with the Protection of Personal Information Act 4 of 2013 (POPI Act). By transacting with Bugatti, the Buyer consents to Bugatti processing personal and business information for purposes of order fulfilment, invoicing, credit management, legal compliance, and communication.

12.2 Bugatti shall implement reasonable technical and organisational measures to protect personal information against unauthorised access, loss, or destruction.

12.3 The Buyer's information will not be sold or disclosed to third parties other than those necessary for delivering the contracted goods and services, or as required by law.



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13. IMPORT AND EXPORT COMPLIANCE

13.1 The Buyer is responsible for obtaining all import permits and licences required by the relevant authorities in the Buyer's country. Bugatti's performance is subject to receipt of satisfactory evidence that all required permits have been granted.

13.2 Unless otherwise agreed in writing, the Buyer is responsible for compliance with all export control laws and regulations of the Republic of South Africa. Bugatti shall not be liable for any failure to supply arising from governmental refusal, cancellation, or restriction of export licences.

13.3 Any taxes, duties, levies, or charges imposed by governmental authorities in respect of the Equipment or Services, other than Bugatti's own income tax, shall be for the Buyer's account.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any delay or failure in performing its obligations if such delay or failure is caused by a Force Majeure Event, provided the affected party: (a) gives prompt written notice; (b) uses reasonable endeavours to minimise its effect; and (c) resumes performance as soon as reasonably practicable.

14.2 If a Force Majeure Event continues for more than sixty (60) calendar days, either party may terminate the affected portion of the Order by written notice without penalty, provided all work completed to date is compensated.

15. DISPUTES, GOVERNING LAW & JURISDICTION

15.1 This Agreement is governed by the laws of the Republic of South Africa. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, 1980) is expressly excluded.

15.2 In the event of any dispute, the parties shall endeavour to resolve the matter amicably by good faith negotiation within fifteen (15) business days of a written notice of dispute.

15.3 Should the dispute remain unresolved, it may be referred to mediation or binding arbitration in terms of the Arbitration Act 42 of 1965 before resorting to litigation.

15.4 The Buyer consents to the jurisdiction of the Magistrate's Court for the district of Middelburg (notwithstanding that the value of the claim may exceed that court's jurisdiction) or, at Bugatti's election, the High Court of South Africa, Mpumalanga Division.

15.5 The Buyer agrees to pay Bugatti's costs of litigation or arbitration on the attorney-and-client scale in the event that Bugatti is wholly or substantially successful.

15.6 For Orders placed by a Buyer outside the Republic of South Africa, disputes shall be resolved by binding arbitration in Middelburg, South Africa, with English as the language of arbitration.

16. GENERAL PROVISIONS



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16.1 Domicilium: Bugatti's domicilium citandi et executandi for all purposes is 12 Dr Mandela Drive, SAE Business Park, Aerorand, Middelburg, 1050. The Buyer shall nominate a domicilium on or before order placement.

16.2 Certificate of Balance: A certificate signed by any director or manager of Bugatti reflecting the amount owing by the Buyer shall be prima facie proof of the outstanding balance and admissible as evidence in any legal proceedings.

16.3 Acknowledgement of Debt: Placing an order and/or taking delivery of Equipment or Services constitutes an acknowledgement of debt and the correctness of the amount invoiced.

16.4 Severability: If any provision is held to be invalid or unenforceable, it shall be severed and all remaining provisions shall remain in full force and effect.

16.5 Waiver: No failure by Bugatti to enforce any right shall constitute a waiver. No waiver is effective unless expressly stated in writing and signed by an authorised representative of Bugatti.

16.6 Assignment: Neither party may cede, assign, or delegate its rights or obligations without the prior written consent of the other party. Any purported assignment without consent shall be void.

16.7 Entire Agreement: This Agreement supersedes all prior negotiations, representations, warranties, undertakings, and agreements, whether oral or written, relating to the subject matter.

16.8 Governing Language: English is the legal language of this Agreement and shall prevail in all disputes as to interpretation.

17. ACCEPTANCE & AUTHORISATION

NOTE: A physical signature is NOT required for these T&C to be legally binding. Acceptance is deemed to occur in terms of Clause 1.2 above. Where a signed acknowledgement is requested by Bugatti, the Buyer shall complete the fields below.

FOR: BUGATTI PUMPS & PIPING (PTY) LTD	FOR: THE BUYER (WHERE REQUIRED)
Signature	Signature
Name: Lukas Myburgh CEO & Director	Full Name & Title
Date	Date

CONFIDENTIALITY: All pricing, commercial, and technical information is strictly confidential and intended solely for the named recipient. Unauthorised disclosure is expressly prohibited and may result in legal action. This document is governed by the laws of the Republic of South Africa.