

Bowman Africa Equipment Suppliers (PTY) Terms & Conditions of Sale

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Terms and Conditions

All quotations, and any orders arising from them, is subject to the Company's standard Terms and Conditions which are available on request. The version of the Terms and Conditions applicable to any transaction shall be the version in effect at the date of quotation or order confirmation.

Limited Warranty

The equipment is supplied strictly subject to the Company's twelve (12) month limited structural warranty, which constitutes the sole and exclusive warranty applicable to the goods. Acceptance of this quotation and/or delivery of the equipment shall be deemed conclusive acceptance of these terms and the applicable warranty conditions. A copy of the written warranty document is available upon request.

Risk Acknowledgement

The Customer acknowledges that truck-mounted cranes and aerial platforms are industrial lifting equipment involving inherent operational risks. The Customer confirms that it has independently assessed the suitability of the equipment for its intended use and accepts all risks associated with the installation, operation, and use thereof.

Liability Exclusion

Except as expressly provided in the Company's written limited structural warranty, the Company expressly disclaims all other representations, conditions, or warranties, whether oral, written, express, or implied, and shall not be liable for any loss, damage, injury, or claim of whatsoever nature arising from or in connection with the equipment.

Order Confirmation

An order shall only be deemed confirmed upon receipt by the Company of a valid purchase order and the required deposit stipulated on the quotation, unless full payment is specified as a condition of order confirmation. Any deposits paid are strictly non-refundable.

Validity of Quotation

All quotations are valid for a period of 30 days from the date of issue.

Pricing

All prices quoted are exclusive of VAT and are based on current supplier pricing at the date of issue. Notwithstanding the stated quotation validity period, the Company reserves the right to adjust pricing at any time prior to acceptance in the event of changes in supplier pricing.

Exchange Rate

Where applicable, all pricing is subject to exchange rate fluctuations. Any quoted price is based on the prevailing exchange rate at the date of issue and may be adjusted accordingly prior to order confirmation. The applicable exchange rate shall be fixed only upon receipt of the required deposit and/or formal order confirmation, at which point the final price shall be confirmed in writing. Should Bowman Africa Equipment Suppliers (Pty) Ltd elect to secure forward exchange cover, the exchange rate and corresponding final price shall be fixed based on such cover. Notwithstanding the quotation validity period, the Company reserves the right to adjust pricing at any time prior to order confirmation due to exchange rate movements.

Scope of Supply and Installation

Unless otherwise specified in writing, the quotation excludes PTO, controls, subframe manufacturing, reinforcing plates, and any additional chassis modifications. Additionally installation costs are based on the assumption that the sub-frame is in accordance with Bowman Africa Equipment Suppliers (Pty) standard and that the Power take off unit is at a gear ration of close to 1:1.

Payment Terms

Payment is strictly required prior to collection of the vehicle/equipment, unless otherwise agreed in writing.

Ownership of Goods

All goods remain the sole property of Bowman Africa Equipment Suppliers (Pty) Ltd until paid for in full

Banking Details

The Company's banking details will not change without formal written notice on official letterhead and verified through authorised channels as stipulated in our Terms and Conditions. The Customer is responsible for independently verifying any such change prior to payment. The Company shall not be liable for any loss arising from payments made to incorrect accounts due to fraudulent or unauthorised communications, including business email compromise (BEC). Payment is only deemed valid once received in the Company's designated account, in accordance with the Electronic Communications and Transactions Act 25 of 2002 and Cybercrimes Act 19 of 2020. No changes to banking details will be valid unless confirmed in accordance with our Terms and Conditions.

Warranty

All equipment supplied is strictly subject to the Company's twelve (12) month limited structural warranty, which constitutes the sole and exclusive warranty applicable to the goods. The structural warranty applies to load-bearing and major welded components, which are defined as components not subject to natural wear and tear, including but not limited to the crane base, column, booms (main, outer and extensions), outrigger(s). This warranty covers defects in material and workmanship under normal operating conditions. Components subject to wear and tear, including but not limited to seals (internal and external), and hydraulic hoses, are covered for a period of twelve (12) months from date of delivery. This warranty is strictly conditional upon the equipment being installed, operated, and maintained in full compliance with the applicable operator's manual and prescribed maintenance programme, and, where applicable, serviced by suitably qualified and authorised service providers. This warranty excludes any damage or failure arising from misuse, overloading, improper installation, unauthorised modifications, lack of maintenance, normal wear and tear beyond the stated coverage, or work carried out by unauthorised third parties. All warranty claims are subject to inspection and written approval by Bowman Africa Equipment Suppliers (Pty) Ltd and should be accompanied with a valid load test certificate. Radio remote controls are covered by a twelve (12) month warranty.

EXCLUSIONS: Unless clearly mentioned in quotation

- Power Take Off Unit
- Failsafe Unit
- Chassis Modifications
- Any Body Modifications
- Load Body
- Sub-frame and supporting side plates and cross bracing
- Our pricing assumes a subframe fit for the intended crane
- Bowman Africa Equipment Suppliers (Pty) will not accept responsibility for any subframe that does not meet the truck manufacturer and truck mounted crane manufacturers official specifications.

Spare Parts & Support

Bowman Africa Equipment Suppliers (Pty) Ltd commits to supporting the product through spare parts, service, and maintenance.

Operator Familiarization

Familiarization of operators will not constitute as an accredited training programme. Your operator(s) will be trained to safely operate the crane to ensure competence.

Delivery

All delivery periods provided are estimates only and are subject to manufacturing schedules, shipping timelines, and factors beyond our control. All goods supplied are from Johannesburg, South Africa and loading onto a suitable vehicle will remain the sole responsibility of the transporter.

Insurance & Risk

Bowman Africa Equipment Suppliers (Pty) Ltd does not carry insurance cover for customer vehicles or equipment while on our premises, during fitment, storage, or testing. All vehicles and equipment remain at the owner's sole risk at all times. Customers are responsible for ensuring that adequate insurance cover is in place for the full duration that the vehicle or equipment is in our care. Bowman Africa Equipment Suppliers (Pty) Ltd shall not be held liable for any loss or damage howsoever arising.

Cancellation of Orders (Specialised Equipment)

Orders for specially configured or non-standard equipment are considered final and binding upon acceptance. As these units are manufactured and/or procured to specific customer requirements and may not be readily re-sellable, cancellation after order confirmation will result in the customer being liable for the full contract value, or all costs incurred (including procurement, manufacturing, logistics, administration, and exchange rate exposure), whichever is greater. Any deposit paid is strictly non-refundable.

Technical Calculations & Stability Assessment

Any technical data, stability calculations, or outputs generated using the Trailer WIN program are provided for indicative and guidance purposes only and shall not be construed as final, binding, or certified engineering values. While reasonable care is taken in generating such calculations, the accuracy thereof is dependent on information provided by the Customer and assumptions applied at the time. The Company makes no representations or warranties as to the accuracy, completeness, or suitability of such information for any specific application. The Customer acknowledges that it remains solely responsible for verifying the suitability, compliance, and safe operation of the equipment within its intended application. Accordingly, Bowman Africa Equipment Suppliers (Pty) Ltd shall not be liable for any loss, damage, injury, or consequential damages arising from or in connection with any reliance placed on TrailerWIN calculations or related technical information.

Force Majeure

The Company shall not be deemed to be in breach of any of its obligations under these Terms and Conditions or any quotation, nor shall it be liable for any loss, damage, or delay suffered by any party, where such breach, failure, or delay is caused directly or indirectly by any event of force majeure. For the purposes of this clause, a force majeure event includes, but is not limited to, acts of God, natural disasters, fire, flood, war, civil unrest, riots, strikes or labour disputes, delays in transport, failure or delay of suppliers or subcontractors, shortages of materials, import or export restrictions, governmental actions, or any other cause beyond the reasonable control of the Company. The Company's obligations shall be suspended for the duration of the force majeure event and shall resume as soon as reasonably possible thereafter. The Company shall not be liable for any costs, claims, damages, or losses arising as a result of such suspension or delay.

Banking Details & Payment Security

i. Designated Banking Details

The Company shall provide its official banking details to the Customer in writing. Such banking details shall be deemed correct and valid unless formally amended in accordance with this clause.

ii. No Change Without Formal Notification

The Company's banking details shall not be regarded as amended unless such change is communicated:

- in writing on the Company's official letterhead; and
- via duly authorised communication channels; and
- confirmed by an authorised director of the Company.

iii. Verification Obligation

The Customer is obliged to independently verify any request or communication purporting to change the Company's banking details by contacting the Company through its official contact details prior to effecting payment.

iv. Exclusion of Liability for Fraudulent Redirection

The Company shall not be liable for any loss, damage, or payment made into an incorrect account where:

- the Customer acted on fraudulent, intercepted, or unauthorised communications; and/or
- the Customer failed to comply with the verification obligations set out in this clause.

v. Electronic Communications & Data Integrity

In accordance with the Electronic Communications and Transactions Act 25 of 2002, the Company reserves the right to prescribe the manner and form in which it accepts electronic communications and instructions, and no variation of banking details shall be valid unless communicated in accordance with such prescribed methods.

vi. Cybercrime & Unauthorised Interference

The parties acknowledge that any unauthorised access to, interception of, or interference with data constitutes an offence under the Electronic Communications and Transactions Act 25 of 2002 and the Cybercrimes Act 19 of 2020, and neither party shall rely on compromised communications as valid instructions.

vii. Protection of Information

Both parties undertake to comply with the Protection of Personal Information Act 4 of 2013 (POPIA) in respect of safeguarding banking and personal information and preventing unauthorised disclosure or use.

viii. Risk Allocation

Payment shall only be deemed to have been made once cleared funds are received in the Company's designated bank account. Any payment made to an incorrect account shall not discharge the Customer's obligation.

ix. Acknowledgement of Cyber Fraud Risks

The Customer acknowledges that business email compromise (BEC) and similar cyber fraud risks are prevalent and accepts full responsibility for verifying banking details prior to making any payment.

Version	Date	Author	Changes Made	Approved by
1.0	01 April	IT Officer	Initial Draft	GM & MD

Name: Karen Bowman Pizzo

Title: Managing Director

Signature: 

Date: 01 April 2026

Name: Floris De Jaeger

Title: General Manager

Signature: 

Date: 01 April 2026