

SALES AGREEMENT

TERMS AND CONDITIONS OF USE AND WARRANTY

"THE ROCKET"

THE MANUFACTURER ACCEPTS NO RESPONSIBILITY FOR THE OPERATION AND/OR USE OF THIS PRODUCT, "THE ROCKET" AND ANY RESULTANT ACCIDENTS OR INJURIES. AS ONCE SOLD TO THE END USER THE OPERATION AND USE OF THE PRODUCT, "THE ROCKET" IS BEYOND THE CONTROL AND SUPERVISION OF THE MANUFACTURER.

DEFINITIONS

- "THE ROCKET" – IS A VERTICALLY INSTALLED COMBUSTIBLE FUEL HOT WATER HEATER.
- USE OF "THE ROCKET" – INTERMITTENT, NOT CONTINUOUS.
- INSTALLATION – SEE RECOMMENDED METHOD OF INSTALLING "THE ROCKET".
- END USER – THE PARTY OR PARTIES WHO OWN AND WILL OPERATE "THE ROCKET"
- AGENT – THE PERSON AND/OR COMPANY WHO SELL "THE ROCKET" TO THE END USER.
- INSTALLER – THE PERSON AND/OR COMPANY WHO INSTALLS "THE ROCKET".

TERMS AND CONDITIONS OF USE

- "THE ROCKET" IS DESIGNED TO HEAT HOT WATER AND IS FUELED BY DRY COMBUSTIBLE FUEL, TYPICALLY SMALL WOOD PIECES.
- "THE ROCKET" HAS NOT BEEN TESTED FOR CONTINUOUS USE AND SHOULD BE HEATED PRIOR TO THE TIME THAT HOT WATER IS REQUIRED, THE FIRE SHOULD THEN BE ALLOWED TO GO OUT AND/OR SHOULD BE PUT OUT FOR SAFETY REASONS WITH WATER.
- THE AGENT AND THE INSTALLER MUST INFORM THE PARTY OR PARTIES USING "THE ROCKET" THAT THEY ARE RESPONSIBLE FOR INFORMING EVERYBODY, BOTH THOSE USING "THE ROCKET" AND/OR THOSE ABLE TO BE CLOSE TO "THE ROCKET," THAT ALL PARTS OF "THE ROCKET" MUST BE CONSIDERED HOT AT ALL TIMES AND THAT RESULTANT SERIOUS BURNS WILL OCCUR IF PHYSICAL CONTACT IS MADE WITH "THE ROCKET".
- IT IS RECOMMENDED THAT A SUITABLE SCREEN IS PLACED AROUND "THE ROCKET" TO PREVENT CONTACT WITH "THE ROCKET" BY BOTH PERSONS AWARE AND POTENTIALLY UNAWARE OF THE DANGERS ASSOCIATED BY PHYSICAL CONTACT WITH "THE ROCKET".
- PROVISION HAS BEEN MADE FOR A SUITABLE PRESSURE RELEASE ACCESSORY TO BE ATTACHED TO "THE ROCKET", BY VIRTUE OF THE 3/8" NIPPLE ON THE TOP PLATE, IN THE EVENT THAT THE FIRE UNDER "THE ROCKET" IS MAINTAINED, EITHER DELIBERATELY OR ACCIDENTALLY BY THE USER OR USERS, WITHOUT WATER BEING DRAWN FROM "THE ROCKET". THIS PRESSURE RELEASE ACCESSORY, IF ATTACHED, IS NOT TO BE ALTERED OR TAMPERED WITH IN ANY WAY.
- THE END USER HEREBY ADMITS THAT IT/HE/SHE HAS BEEN MADE KNOWLEDGABLE OF SUCH ACCESSORY AND THE POTENTIAL DANGERS/END RESULTS IF NOT INSTALLED. ULTIMATELY THE DECISION TO INSTAL OR NOT INSTAL SUCH ACCESSORY WILL THEN BE MADE BY THE END USER.
- THE AGENT ASSUMES NO RISK AND SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY, FURNISHINGS, BELONGINGS OR LOSS OF REVENUE OR PERSONAL UNJURY RESULTING FROM THE PRESENCE OF THE UNIT ON THE END USER'S PREMISES OR FROM AN ACT OF GOD OR FROM ACCIDENTS OR NEGLIGENCE BEYOND THE CONTROL OF THE AGENT.
- THE END USER HEREBY INDEMNIFIES THE AGENT AGAINST ANY LOSS OR DAMAGE TO THE UNIT FOR ANY REASON (OTHER THAN NORMAL WEAR AND TEAR) AND ALL CLAIMS, LOSSES AND COSTS THAT THE END USER MAY SUFFER OR PAY OR MAY BE REQUIRED TO PAY, INCLUDING LEGAL COSTS EXPENSES, IN CONNECTION WITH THE UNIT IN TERMS OF THIS AGREEMENT, INCLUDING ANY CLAIMS AGAINST THE AGENT FOR ANY INJURY OR DEATH TO INDIVIDUALS OR DAMAGE TO PROPERTY.
- THE END USER ACCEPTS FULL RESPONSIBILITY FOR THE INCOMING QUALITY OF THE COLD WATER TO "THE ROCKET". THE END USER FURTHER UNDERSTANDS AND AGREES THAT THE QUALITY OF COLD WATER IS SPECIFIC TO THE AREA/REGION IN WHICH "THE ROCKET" WILL BE USED BY THE END USER.
- IF THERE IS ANY QUESTION OF THE INCOMING QUALITY OF THE COLD WATER TO "THE ROCKET", TO WHICH AGENT ACCEPTS NO LIABILITY, IN THAT THERE MIGHT BE AN INTERACTION WITH THE MILD STEEL CONSTRUCTION (OR OTHER TYPE OF MATERIAL) OF "THE ROCKET" RESULTING IN SOME CHANGE TO THE RESULTANT HOT WATER, THEN WE

WOULD RECOMMEND THAT EITHER THE INCOMING COLD WATER IS SUITABLY TREATED, ALTERNATIVELY THAT A SACRIFICIAL ANODE BE INSTALLED TO THE UNIT BY AN AUTHORISED INSTALLER, FURTHER ALTERNATIVELY THAT THE MODEL OF "THE ROCKET" REQUIRED IS ORDERED IN STAINLESS STEEL.

- SUCH ADDITIONAL COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF THE SACRIFICIAL ANODE, WILL BE FOR THE ACCOUNT OF THE END USER, ALTERNATIVELY:
- SUCH ADDITIONAL COSTS ASSOCIATED WITH THE RETURN OF THE MILD STEEL (OR OTHER TYPE OF MATERIAL) "THE ROCKET" AND PURCHASE OF THE STAINLESS STEEL "THE ROCKET" WILL BE FOR THE ACCOUNT OF THE END USER.

OPERATING PRESSURE

WE RECOMMEND THAT OUR UNITS ARE SUPPLIED WITH AN INCOMING COLD WATER SUPPLY OF 2 BAR (200 Kpa) MAXIMUM. WE FURTHER RECOMMEND THE INSTALLATION OF A 4 BAR (400 Kpa) SAFETY VALVE, (PLEASE SEE ABOVE "PROVISION HAS BEEN MADE FOR A SUITABLE PRESSURE RELEASE ACCESSORY.....")

PRESSURE TESTING

ALL UNITS ARE PRESSURE TESTED AT 4,5 BAR (450 Kpa) FOR LEAK DETECTION PRIOR TO COMPLETION AND DELIVERY/COLLECTION.

DELIVERY/FABRICATION TIME

APPROXIMATE DELIVERY TIME, IF NOT IN STOCK, IS QUOTED TO THE END USER/PURCHASER, AS SO MANY WORKING DAYS FROM PROOF OF PAYMENT.

ORDERS ARE ACCEPTED AND BOOKED IN CHRONOLOGICAL ORDER, WITH THE FABRICATOR/S, ONCE FULL PAYMENT HAS BEEN RECEIVED IN THE BANK ACCOUNT OF THE AGENT.

THE END USER/PURCHASER HEREBY INDEMNIFIES THE AGENT AGAINST LATE DELIVERY, WHO ACCEPTS NO LIABILITY FOR LATE DELIVERY OR AGREEMENT TO REFUND AND IS NOT RESPONSIBLE FOR AND HAS NO CONTROL OVER THE FABRICATOR/S, USED FROM TIME TO TIME, AS REGARDS A DELAY IN DELIVERY AS A RESULT OF BUT NOT RESTRICTED TO, THE FOLLOWING :- AVAILABILITY OF MATERIALS, COMPONENTS MADE BY THIRD PARTIES, DELAYS ATTRIBUTED TO LOAD SHEDDING, POWER FAILURE, LABOUR DISPUTES, LEGAL AND ILLEGAL STRIKE ACTION, EXTRA PUBLIC HOLIDAYS, FACTORY SHUT DOWN (FOR ANY REASON WHATSOEVER) AND IN FACT ANYTHING THAT ULTIMATELY RESULTS IN AN EXTENDED DELIVERY TIME.

WARRANTY

- "THE ROCKET" IS WARRANTED TO BE FREE OF DEFECTS FROM BOTH MATERIALS USED AND MANUFACTURE FOR ONE YEAR AFTER PURCHASE.
- SHOULD A DEFECT IN THE PRODUCT BE SUSPECTED (EXCLUDING WATER COLORATION AS SAME IS NOT CONSTRUED AS A DEFECT OF "THE ROCKET") WITHIN ONE YEAR AFTER PURCHASE THEN "THE ROCKET" MAY BE RETURNED, AT THE USERS EXPENSE, TO THE MANUFACTURER. THE MANUFACTURER, AT THEIR SOLE DISCRETION AND UPON INVESTIGATION, WILL THEN DECIDE WHETHER IN FACT A DEFECT DOES EXIST, AND IF SO, THE MANUFACTURER WILL EITHER REPAIR OR REPLACE THE UNIT IN QUESTION.
- THE WARRANTY WILL BE VOID UNDER THE FOLLOWING CONDITIONS:
- WHERE THE UNIT IS MISUSED, DAMAGED, ABUSED, NEGLECTED OR INSTALLED BY AN UNAUTHORISED PERSON OR IS THE SUBJECT OF AN ACCIDENT, ALTERATION OR MODIFICATION OR WHERE REPAIRS OR REPLACEMENTS ARE DONE BEFORE CONTACTING THE AGENT, SUCH REPAIRS ARE THEN SEEN TO BE UNAUTHORISED.
- FAILURE ON THE PART OF THE END USER AND/OR INSTALLER TO FOLLOW THE LAWFUL ADVICE AND INSTRUCTIONS OF THE AGENT REGARDING THE PROPER USE AND MAINTENANCE OF THE UNIT.

WHOLE AGREEMENT

- THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE CONTRACTING PARTIES IN RESPECT OF THE SUBJECT REFERRED TO AND SUPERSEDES ANY PREVIOUS UNDERSTANDING, ARRANGEMENT OR AGREEMENT BETWEEN THE CONTRACTING PARTIES. THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT OR MISREPRESENTATION WHICH IS NOT EXPRESSLY INCORPORATED INTO THIS AGREEMENT.

