



# ALUMICO BEATS

ALUMICO BEATS (PTY) LTD

2025/588386/07

(“The Company” or “Alumico Beats”)

## GENERAL TERMS AND CONDITIONS FOR ALUMICO BEATS

### 1. General

These General Terms and Conditions govern all quotations, rentals, services, sales, deliveries, and related transactions between Alumico Beats and its customers, clients, suppliers, and service providers. By accepting a quotation, placing an order, renting equipment, engaging Alumico Beats to provide services, or accepting delivery of any service or equipment, the relevant party agrees to be bound by these terms and conditions.

### 2. Quotations, Bookings, and Acceptance

All quotations issued by Alumico Beats are subject to availability, may be valid only for the period stated in the quotation, and are subject to change if requirements, dates, quantities, delivery arrangements, or scope of work change. A quotation will be regarded as accepted when the client confirms acceptance in writing, pays any required deposit, instructs Alumico Beats to proceed, or allows the service to be delivered. If Alumico Beats delivers the requested service or provides the rented equipment at the client’s request, that delivery will also constitute acceptance of the applicable quotation and these terms and conditions.

### 3. Rented Equipment and Client Responsibilities

- 3.1. The client is responsible for all rented equipment from the time it is delivered, collected, or made available to the client until it is returned to and accepted by Alumico Beats.
- 3.2. The client must ensure that all rented equipment is used only for its intended purpose, operated safely, and handled by competent persons where required.
- 3.3. The client must keep all rented equipment secure, protected from theft, loss, misuse, weather damage, power surges, negligence, unauthorised tampering, and any other avoidable harm.
- 3.4. The client may not sub-rent, transfer, alter, repair, or permit any third party to interfere with the rented equipment without Alumico Beats’ prior written consent.
- 3.5. The client must provide a suitable and safe site, adequate power supply where relevant, reasonable access for delivery and collection, and any necessary protection for the equipment during the rental period.
- 3.6. The client must immediately notify Alumico Beats of any loss, damage, malfunction, delay, theft, or incident involving the rented equipment.
- 3.7. The client remains liable for the reasonable cost of repair or replacement of rented equipment that is lost, stolen, damaged, destroyed, or returned incomplete, excluding fair wear and tear.
- 3.8. If rented equipment is not returned on time, Alumico Beats may charge additional rental, recovery, transport, and related costs until the equipment is returned or recovered.

### 4. Delivery, Access, and Service Performance

The client must provide Alumico Beats with accurate delivery details, timing requirements, venue information, site access details, and any special conditions relevant to the service or rental. Delays caused by incorrect information, restricted access, unsafe conditions, third-party conduct, force majeure, or circumstances beyond Alumico Beats’ reasonable control may result in additional charges, delays, or cancellation. Alumico Beats will use reasonable

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Effective Date: 1 September 2025

Version: 2025\_01

General Terms and Conditions Page 1 of 2

Data Classification: Public

efforts to perform the services on the agreed dates and times but will not be liable for delays caused by circumstances beyond its reasonable control.

## **5. Payment and Invoicing**

Unless otherwise agreed in writing, invoices issued by Alumico Beats are payable on the due date stated on the invoice. Alumico Beats may require deposits, advance payments, progress payments, or full payment before delivery, setup, collection, or completion of services. Late payment may result in suspension of further services, withholding of future bookings, or reasonable recovery steps to collect outstanding amounts. The client is responsible for ensuring that billing information supplied to Alumico Beats is accurate and up to date so that invoices, statements, and payment reminders can be issued correctly.

## **6. Supplier Information and Payments**

Suppliers and service providers dealing with Alumico Beats must provide accurate and current business, contact, tax, banking, and payment information reasonably required to verify their identity, load them onto payment systems, process purchase transactions, and make payments when due. Alumico Beats may rely on the information supplied by the supplier and will not be liable for payment delays or failed payments arising from incomplete, outdated, or incorrect information provided by the supplier.

## **7. POPIA, Privacy, Consent to Retain Limited Personal Information and PAIA**

Alumico Beats processes personal information in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA"). In line with POPIA's principles of accountability, lawful processing, purpose specification, and minimality, Alumico Beats will collect, use, store, and retain only the limited personal information reasonably necessary for legitimate business and payment purposes. For customers and clients, this may include names, contact details, addresses, company details, registration or tax details where applicable, and billing information needed to issue invoices, keep transaction records, communicate about services, and collect payments. For suppliers and service providers, this may include names, contact details, company details, registration or tax details, banking details, and payment-related information needed to verify supplier records, process invoices received, and make payments when due.

By accepting a quotation, instructing Alumico Beats to proceed, entering into a transaction, supplying goods or services, or accepting delivery of any service, rental, or related performance, the relevant customer, client, supplier, or service provider acknowledges and consents to Alumico Beats retaining that basic personal information for the limited purposes described above, including invoicing, account administration, payment collection, supplier administration, and making payments when required. Alumico Beats will take reasonable technical and organisational steps to secure personal information and will retain it only for as long as reasonably necessary for operational, legal, accounting, tax, reporting, or enforcement purposes, after which it may be deleted, destroyed, or de-identified where appropriate. Data subjects may request access to, correction of, or updating of their personal information, subject to applicable law and reasonable verification requirements.

Also refer to the Alumico Beats PAIA Manual available on our website; [www.alumicobeats.co.za](http://www.alumicobeats.co.za).

## **8. Liability and Risk**

To the maximum extent permitted by law, Alumico Beats will not be liable for indirect, consequential, or special loss, including loss of profit, loss of business, or loss arising from delays, interruptions, power failures, venue issues, weather conditions, third-party acts, or events beyond its reasonable control. The client remains responsible for ensuring that the venue, site conditions, permissions, and use of the rented equipment or services are suitable and lawful. Nothing in these terms excludes liability where such exclusion is not permitted by South African law.

## **9. General**

Alumico Beats may update these terms and conditions from time to time. If any provision is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect. These terms and conditions are governed by the laws of the Republic of South Africa.

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Version: 2025\_01

General Terms and Conditions Page 2 of 2

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