

Gym Power Delivery, Collection & Installation Policy

Simple operational policy for heavy commercial fitness equipment

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Applies to	Gym Power website, enquiries, quotations, orders and related customer communications
Important note	This document is intended for website publication and does not limit any statutory rights under applicable South African law.

Legal contracting details

Gym Power website transactions, quotations, orders and customer communications are handled by the legal contracting entity below.

Website/trading name	Gym Power
Legal Contracting Entity	Gym Power (Pty) Ltd
Registration Number	2018/034670/07
Vat Number	4770281378
Physical Address	G03, Kramerville Corner, 10 Kramer Rd, Kramerville
e-mail Address	sales@gympower.co.za
Telephone Number	011-658-0358
WhatsApp Number	067-438-8787

1. Purpose of this policy

Gym Power supplies commercial and performance gym equipment that is often large, heavy, imported, assembled and site-sensitive. This policy explains how delivery, collection, access, installation, risk and storage are handled.

This policy forms part of the Gym Power Terms & Conditions and must be read together with the applicable quotation, invoice and any written delivery or installation agreement.

Nothing in this policy limits any rights that cannot lawfully be limited under applicable South African law.

2. Ex-works supply

Unless otherwise agreed in writing, Gym Power products are supplied ex-works from the Express Fitness Urban warehouse or another nominated collection point.

This means the quoted product price covers the goods being made available for collection. Delivery, transport, insurance, offloading, installation, rigging, access equipment, storage, site preparation, additional labour and return visits are not included unless specifically stated in writing.

3. Delivery and installation costs

Delivery and installation will be quoted separately unless included in the product quotation. The cost may depend on:

- delivery address and travel distance
- product size, weight and number of machines
- access to the premises
- stairs, lifts, narrow corridors, ramps or upper-floor installations
- restricted loading zones, parking limitations, estate or shopping centre access rules
- whether specialist equipment, rigging, lifting or extra labour is required
- installation complexity, assembly requirements and site-specific requirements
- timing, availability and after-hours requirements

Gym Power will provide a separate quote for delivery and/or installation where required.

4. Estimated lead times

Where products are imported, manufactured, allocated or supplied on order, estimated timelines may apply. Unless otherwise confirmed in writing, indicative timelines may include approximately 8 weeks for manufacturing and approximately 6 weeks for shipping.

These timelines are estimates only and may change due to manufacturing, supplier, customs, shipping, port, transport or other delays beyond Gym Power's reasonable control.

Where a product is available in a choice of colour, upholstery, finish or similar customer-selected option, the customer is responsible for selecting and confirming the required option before the order is confirmed. Once the order has been confirmed, the selected colour, upholstery, finish or option may not be changed unless Gym Power agrees in writing and the customer pays any supplier, manufacturing, shipping, handling, administrative or other costs that may arise from the change.

5. Customer responsibilities before delivery or installation

Before delivery or installation, the customer must ensure that:

- the delivery address is correct and complete
- the site is ready to receive the equipment
- the installation area is clear, clean, safe and prepared
- access routes are safe, unobstructed and large enough for the equipment
- doorways, corridors, staircases and lifts can accommodate the equipment
- floors can support the weight of the equipment and users
- fragile, valuable or obstructive items have been removed from the access route
- floors, walls, lifts, stairs, doors and fittings are protected where necessary
- any required permits, inductions, estate approvals, security clearances or loading arrangements have been made
- a responsible person is available to receive, inspect and sign for the goods

If the site is not ready, safe or accessible when delivery or installation takes place, additional costs may apply.

6. Access issues

The customer must tell Gym Power before delivery is arranged if there are access restrictions or unusual site conditions, including:

- stairs, ramps or upper-floor installations
- narrow doorways, tight corners or tight corridors
- lift size or lift weight limits
- restricted loading areas, limited parking or long carrying distances
- shopping centre, estate, office park or residential access rules
- security access requirements, permits or contractor inductions
- fragile floors, delicate finishes or newly completed building works
- sites requiring specialist lifting, rigging, hoisting, disassembly or reassembly

Where specialist access, rigging, lifting, extra labour, disassembly, reassembly or return visits are required, those costs will be for the customer's account unless Gym Power agrees otherwise in writing.

7. Delivery scheduling

Where Gym Power arranges delivery, the delivery date and time will be agreed with the customer. Gym Power will make reasonable efforts to deliver at the agreed time, but delivery times may be affected by traffic, weather, previous deliveries, access delays, courier schedules, site readiness or other practical factors.

The customer must ensure that someone authorised is available to receive and inspect the goods at the agreed time.

8. Inspection on delivery, collection or installation

The customer must inspect the goods on delivery, collection or installation. Visible damage, missing items, incorrect items or concerns should be recorded immediately where reasonably possible and reported to Gym Power in writing as soon as possible.

Operationally, any visible damage, shortages, incorrect goods or delivery-related concerns should be reported within 10 days of delivery or collection. This does not limit any statutory rights that may apply to defective, unsafe or incorrectly supplied goods.

Reports should include the customer name, order or invoice number, product name, description of the issue, photographs or videos where possible, date of delivery or collection and contact details.

9. Risk and ownership

Ownership of the goods remains with Gym Power until full payment and any agreed additional costs have been received.

Risk passes in accordance with the agreed delivery or collection arrangement and applicable law. Where products are supplied ex-works, risk may pass when the goods are made available for collection or collected by the customer, courier, transporter or appointed agent, subject to applicable law. Where Gym Power arranges delivery, risk may pass on delivery to the customer's nominated address, subject to applicable law.

10. Installation

Installation is not included unless expressly stated in the quotation. Where installation is arranged by Gym Power, the installation team will assemble, position and check the equipment as agreed in writing.

The customer must ensure the installation area is ready, clear, safe and suitable. Gym Power is not responsible for building work, electrical work, flooring work, wall reinforcement, ventilation, site alterations or other trades unless expressly agreed in writing.

Certain products may need to be installed by Gym Power, Express Fitness Urban, the manufacturer or an approved technician for warranty purposes. Where this applies, it will be confirmed in the quotation, product documentation or warranty terms.

11. Failed delivery or delayed installation

Additional costs may apply if delivery or installation cannot be completed because:

- the customer or authorised representative is unavailable
- the address is incorrect or incomplete
- access is restricted or unsafe
- the site is not ready or clear
- the equipment cannot safely be moved into position
- required permissions, inductions, security clearance or access arrangements were not made
- the customer postpones after delivery or installation has been scheduled
- specialist labour or equipment is required but was not disclosed or arranged

12. Storage

If the goods are ready for collection, delivery or installation and the customer is unable to take delivery or arrange collection within a reasonable time, Gym Power may charge reasonable storage, handling, insurance and related costs, where permitted by law.

Storage does not transfer ownership to the customer unless the goods have been paid for in full.

13. Contact for delivery and installation matters

Customers should contact Gym Power using the contact details on the website to arrange delivery, collection, installation, access planning, warranty inspections or after-sales support.