

Gym Power Terms & Conditions

Website terms and terms of sale for quote-led commercial fitness equipment

Document status	Website publication version
Last updated	30 June 2026
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. Introduction

These Terms & Conditions apply when you use the Gym Power website, request a quotation, place an order, make payment, purchase products, arrange delivery or installation, or receive after-sales support from Gym Power.

By requesting a quotation, accepting a quotation, making payment, placing an order, or purchasing products from Gym Power, you agree to these Terms & Conditions together with the applicable quotation, invoice, product-specific warranty information, delivery agreement, installation agreement and any written communication issued by Gym Power.

Nothing in these Terms & Conditions limits any rights that cannot lawfully be limited under applicable South African law.

2. Products and website information

Gym Power supplies commercial and performance fitness equipment, including Hammer Force Pro and related strength, cardio, functional and accessory ranges.

Product images, dimensions, finishes, colours, specifications, technical details, availability and lead times may change due to supplier updates, manufacturing changes, stock availability or product improvements. The customer should rely on the final written quotation, invoice and product-specific documentation when placing an order.

3. Quotations and order confirmation

- All orders are subject to a formal quotation or invoice issued by Gym Power.
- A quotation does not reserve stock, confirm production, secure pricing or create an order unless Gym Power accepts the order and the required payment has cleared, unless agreed otherwise in writing.
- Gym Power may correct errors in website information, product listings, quotations or invoices before processing an order.
- Once an order is confirmed, Gym Power may allocate, reserve, import, manufacture, customise, procure or specially order goods for the customer.

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.

4. Pricing

Prices are quoted in South African Rand and are VAT inclusive unless the quotation states otherwise.

Unless expressly included in the quotation, product prices exclude delivery, installation, offloading, rigging, access equipment, insurance, storage, site preparation, specialist labour, return visits, electrical work, flooring work, building work, customs-related adjustments and any other cost not specifically included in writing.

5. Payment

Full payment is required upfront to confirm an order unless Gym Power agrees to different payment terms in writing.

Payment may be made by EFT, bank transfer or another method approved by Gym Power. An order is processed only once payment has cleared into the nominated bank account and proof of payment has been provided where requested.

Gym Power is not required to begin procurement, manufacturing arrangements, supplier commitments, shipping arrangements, delivery planning or installation planning until the required payment has been received.

6. Ownership and risk

Ownership of the goods remains with Gym Power until the full purchase price and any agreed additional costs have been paid in full.

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 or the customer's appointed transporter, subject to applicable law. Where Gym Power arranges delivery, risk may pass on delivery to the customer's nominated address, subject to applicable law.

7. Ex-works supply, delivery and installation

Unless otherwise agreed in writing, products are supplied ex-works from the Express Fitness Urban warehouse or another nominated collection point. This means the product price covers the goods being made available for collection and does not automatically include delivery, installation or related services.

Delivery and installation are not included unless expressly stated in the quotation. Where required, Gym Power will provide a separate delivery and/or installation quotation based on the address, access, product size, site conditions and installation complexity.

The customer is responsible for ensuring that the site is ready, accessible, safe and suitable for delivery and installation. This includes clear access routes, sufficient doorway/lift/stair dimensions, floor loading suitability, site permissions, estate or building access, safe parking/loading access, and a clear installation area.

8. Manufacturing, import and shipping timelines

Where goods are imported, made to order, manufactured, allocated or specially ordered, estimated timelines may apply. Unless otherwise confirmed in writing, indicative timelines may include approximately 8 weeks for manufacturing and approximately 6 weeks for shipping.

Timelines are estimates only. They may be affected by supplier delays, manufacturing delays, shipping delays, customs processes, port delays, transport disruption, public holidays, stock availability, exchange control requirements, force majeure events or circumstances beyond Gym Power's reasonable control.

Gym Power will make reasonable efforts to keep customers updated where material delays occur, but estimated timelines are not guaranteed delivery dates unless expressly agreed in writing.

9. Customer inspection on delivery or collection

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

Operationally, customers should report visible damage, shortages, incorrect items or obvious delivery concerns within 10 days of delivery or collection. This reporting period does not limit any statutory rights that may apply to defective, unsafe or incorrectly supplied goods.

10. Product selection, site suitability and use

The customer is responsible for confirming that the selected equipment is suitable for the intended use, user volume, training environment, available space, ceiling height, floor loading, access route, ventilation, electrical supply and commercial setting.

Equipment must be used, cleaned, maintained and serviced in accordance with manufacturer specifications and any instructions provided by Gym Power, Express Fitness Urban, the manufacturer or an approved technician.

Misuse, overloading, incorrect installation, unauthorised repairs, unauthorised movement, poor maintenance, unsuitable site conditions, moisture, outdoor exposure, salt air, rust, corrosion, power surges or use outside manufacturer specifications may affect warranty coverage.

11. Warranty

Products are covered by the applicable manufacturer warranty, unless otherwise stated in the quotation, invoice, product documentation or written communication from Gym Power.

Warranty coverage may vary by brand, product line, component, intended use, installation method and manufacturer terms. The warranty period and warranty terms shown on the quotation, invoice or product-specific warranty sheet will apply to that product.

Warranty does not generally cover normal wear and tear, cosmetic damage, rust, environmental damage, moisture, salt air, outdoor exposure, misuse, neglect, unauthorised repairs, unauthorised modifications, incorrect cleaning products, unsuitable site conditions, incorrect installation, power surges or consumable wear items unless expressly covered by the relevant warranty.

Please refer to the Gym Power Warranty Policy for more detailed warranty information.

12. Repairs, maintenance and servicing

Customers must contact Gym Power for warranty claims, servicing requests, technical support, replacement parts or repair guidance.

Repairs, servicing, disassembly, welding, modifications or part replacements should only be carried out by Gym Power, Express Fitness Urban, the manufacturer or an approved technician where required. Unauthorised work may void the warranty.

Call-out fees, travel costs, inspection fees, labour costs, transport costs, collection costs and replacement parts may apply where an issue is not covered by warranty or statutory remedy.

13. Returns, cancellations and refunds

Due to the nature of commercial gym equipment, imported products, allocated stock, special-order goods, made-to-order products, customised items, assembled equipment and installed equipment, orders cannot usually be cancelled once confirmed unless required by law or agreed by Gym Power in writing.

Change-of-mind returns are not generally accepted for commercial gym equipment, imported goods, special-order goods, made-to-order goods, customised goods, assembled goods, installed goods or goods that are no longer in original condition.

Where Gym Power agrees to a cancellation or return in exceptional circumstances, the customer may be responsible for reasonable costs already incurred, including supplier charges, shipping, handling, inspection, admin, storage, installation, collection, return transport, repairs, missing parts or damage deductions, where permitted by law.

Nothing in these Terms & Conditions or any Gym Power policy limits a customer's rights under applicable South African law, including statutory rights relating to defective, unsafe or incorrectly supplied goods and any cooling-off rights that may apply to qualifying electronic transactions where no legal exception applies.

Please refer to the Gym Power Returns & Refunds Policy for more detailed information.

14. Online enquiries and electronic transactions

The Gym Power website is primarily a product information, enquiry and quote-led platform. Where an electronic transaction is concluded through the website or by electronic communication, Gym Power will provide the information and rights required by applicable South African e-commerce law.

Where a statutory cooling-off right applies to a qualifying electronic transaction and no legal exception applies, Gym Power will honour that right in accordance with the law. Customised, made-to-order, specially sourced or clearly personalised goods may be treated differently where the law permits.

15. Personal information and communication

Gym Power may collect and process customer information to respond to enquiries, prepare quotations, process orders, arrange payment, arrange delivery or installation, provide support, administer warranties, keep business records, comply with legal obligations and protect its business interests.

Gym Power may communicate with customers by email, phone, WhatsApp, SMS, website forms or other agreed communication channels. Personal information will be processed in accordance with the Gym Power Privacy & POPIA Policy.

16. Website use and intellectual property

The Gym Power website is provided for product browsing, general information, enquiries and commercial communication. Gym Power makes reasonable efforts to keep website content accurate, but product details may change and the final quotation, invoice and written confirmation will take precedence for an order.

All website content, copy, images, layouts, graphics, logos, trademarks, product descriptions and other intellectual property remain the property of Gym Power, its associated companies, suppliers, licensors or relevant rights holders. No content may be copied, reproduced, published, modified or used for commercial purposes without written permission.

17. Limitation of liability

To the maximum extent permitted by law, Gym Power is not liable for indirect, incidental, special, punitive or consequential loss, including loss of income, loss of profit, loss of business, loss of use, business interruption, reputational loss or indirect loss arising from the purchase, delivery, installation, delay, use or inability to use the equipment.

Where liability cannot lawfully be excluded, Gym Power's liability will be limited to the remedies required by applicable law or, where lawful, to the purchase price of the relevant goods giving rise to the claim.

18. Force majeure

Gym Power is not liable for delay or failure to perform caused by circumstances beyond its reasonable control. This may include supplier delays, manufacturing delays, shipping delays, customs delays, port congestion, transport disruption, strikes, civil unrest, fire, flood, natural disaster, war, pandemics, power failures, load shedding, changes in law, equipment shortages or other events outside Gym Power's reasonable control.

Gym Power will make reasonable efforts to notify affected customers and resume performance as soon as reasonably possible.

19. Disputes

If a dispute arises, the parties should first attempt to resolve the matter through direct communication and good-faith negotiation. If the dispute cannot be resolved, it may be referred to mediation, arbitration, a relevant consumer protection body or a competent South African court, depending on the nature of the dispute and the applicable law.

20. Governing law

These Terms & Conditions are governed by the laws of the Republic of South Africa.

21. Changes to these Terms & Conditions

Gym Power may amend these Terms & Conditions from time to time. Updated terms will be published on the Gym Power website or communicated where appropriate. The version applicable to an order will generally be the version in force when the order is placed, unless otherwise required by law or agreed in writing.