
The requirements for lifting tackle are contained in the Driven Machinery Regulations (DMR) of the OHS Act, which is applicable to the Manufacturing Industry, Construction, Factories and most Industrial Plants.

The relevant Sections of The OHS Act itself, applicable to Lifting Equipment are:

- Section 8 General duties of employers: sub Par (e), (f) and (i).
- Section 14 General Duties of employees: sub Par (a), (c) and (d).
- Section 15 Duty not to interfere with or damage 
- Section 16 Appointments of Competent Persons.

The relevant Regulations of the Act, applicable to Lifting Equipment are:

- Regulation 18 covers all Lifting Equipment
- Regulation 18 (1 to 9) covers Lifting Machines only
- Regulation 18 (10) covers Lifting Tackle
- Regulation 17 covers Goods Hoists
- Also: Construction Regulation 17 covers Material Hoists
- Construction Regulation 16 covers Boatswains Chair

Driven Machinery

18. Lifting machines and lifting tackle.

1. No user shall use or permit the use of a lifting machine unless
   a. it has been designed and constructed in accordance with a generally accepted technical standard;
      (As amended by Par. 3(a) of G.N.R. 2483 dd.4/9/1992)
   b. it is conspicuously and clearly marked with the maximum mass load which it is designed to carry with safety;
      Provided that when this mass load varies with the conditions of use a table showing the maximum mass load with respect to every variable condition shall be posted up by the user in a conspicuous place easily visible to the operator, and
      (As amended by Par. 3(b) of G.N.R. 2483 dd.4/9/1992)
   c. it has at all times at least three full turns of rope on the drum of each winch which forms part of such a machine when such a winch has been run to its lowest limit.
      (As inserted by Par. 3(c) of G.N.R. 2483 dd.4/9/1992)

2. The user shall, where practicable, provide every power driven lifting machine with
   a. a brake or other device capable of holding the maximum mass load should the power supply fail, or which is such that it will automatically prevent the uncontrolled downward movement of the load when the raising effort is interrupted; and
   b. a limiting device which will automatically arrest the driving effort when
      i. the hook or load attachment point of the power-driven lifting machine reaches its highest safe position; and
      ii. in the case of a winch-operated lifting machine with a lifting capacity of 5000 kg or more, the load is greater than the rated mass load of such a machine.
      (As substituted by Par. 3(d) of G.N.R. 2483 dd.4/9/1992)

3. The user shall cause every chain or rope which forms an integral part of a lifting machine to have a factor of safety as prescribed by the standard to which such machine was manufactured: Provided that in the absence of such prescribed factor of safety, chains, steel wire ropes and fibre ropes shall have a factor of safety of at least four, five and ten respectively, with respect to the rated carrying capacity of the lifting machine

4. The user shall cause every hook or any other load attaching device which forms an integral part of a lifting machine to be so designed or proportioned that accidental disconnection of the load under working conditions cannot take place.

5. The user shall cause the whole installation and all working parts of every lifting machine to be thoroughly examined and subjected to a performance test, as prescribed by the standard to which the lifting machine was manufactured, by a person who has knowledge and experience of the erection and maintenance of the type of lifting machine involved or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices, before they are put into use following every time they are dismantled and re-erected, and thereafter at intervals not exceeding 12 months: Provided that in the absence of such prescribed performance test the whole installation of the lifting machine shall be tested with 110 per cent of the rated mass load, applied over the complete lifting range of such machine and in such a manner that every part of the installation is stressed accordingly.
   (As amended by Par. 3(e) of G.N.R. 2483 dd.4/9/1992)

PLEASE NOTE THAT THE ABOVE INFORMATION WAS ACCURATE AT THE TIME OF PRINTING
(6) Notwithstanding the provision of subregulation (5), the user shall cause all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine to be thoroughly examined by a person contemplated in subregulation (5) at intervals not exceeding six months.

(7) Every user of a lifting machine shall at all times keep on his premises a register in which he shall record or cause to be recorded full particulars of any performance test and examination prescribed by subregulations (5) and (6) and any modification or repair to the lifting machine, and shall ensure that the register is available on request for inspection by an inspector.

(As substituted by Par. 3(f) of G.N.R. 2483 dd.4/9/1992)

(8) No user of machinery shall require or permit any person to be moved or supported by means of a lifting machine, unless such machine is fitted with a cradle approved for that purpose by an inspector.

(As substituted by Par. 3(g) of G.N.R. 2483 dd.4/9/1992)

(9) No user shall use or permit any person to use a jib crane with a lifting capacity of 5000kg or more at minimum jib radius, unless it is provided with -

(a) a load indicator that will indicate to the operator of the jib crane the mass of the load being lifted:

Provided that such a advice shall not require manual adjustment, from application of the load to the jib crane until the release of that load, using any motion or combination of motions permitted by the crane manufacturer to ensure safe lifting; or

(b) a limiting device which will automatically arrest the driving effort whenever the load being lifted is greater than the rated mass load of the jib crane, at that particular radius, using any motion or combination of motions permitted by the crane manufacturer to ensure safe lifting: Provided that such a device shall not arrest the driving effort when the jib crane is being operated into a safer condition.

(As substituted by Par. 3(h) of G.N.R. 2483 dd.4/9/1992)

(10) No user shall use or allow the use of any lifting tackle unless the following conditions are complied with, namely that -

(a) every item of lifting tackle is well constructed of sound material, is strong enough and is free from patent defects and is in general constructed in accordance with a generally accepted technical standard;

(b) every lifting assembly consisting of different items of lifting tackle is conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed to lift with safety;

(c) ropes of chains have a factor of safety with respect to the maximum mass load they are designed to lift with safety of –

(i) ten for natural-fibre ropes;

(ii) six for man made fibre ropes or woven webbing;

(iii) six for steel wire-ropes except for double part spliced endless sling legs and double part endless grommet sling legs made from steel wire rope, in which case the factor of safety shall be at least eight;

(iv) five for steel chains; and

(v) four for high tensile or alloy steel chains: Provided that when the load is equally shared by two or more ropes or chains the factor of safety may be calculated in accordance with the sum of the breaking strengths taking into consideration the angle of loading;

(d) steel-wire ropes are discarded and not used again for lifting purposes if the rope shows signs of excessive wear, too many broken wires, corrosion or other defects that have made its use in anyway dangerous;

(e) such lifting tackle is examined at intervals not exceeding three months by a person contemplated in subregulation (5) who shall enter and sign the result of each such inspection in a book kept for this purpose; and

(f) such lifting tackle is stored or protected so as to prevent damage or deterioration when not in use.

(11) The user shall ensure that every lifting machine is operated by an operator specifically trained for a particular type of lifting machine: Provided that in the case of lift trucks with a lifting capacity of 750 kg or more and jib cranes with a lifting capacity of 5000 kg or more at minimum jib radius, the user shall not require or permit any person to operate such a lifting machine unless the operator is in possession of a certificate of training, issued by a person or organisation approved for this purpose by the chief inspector.

NOTE: UNBRANDED, THEREFORE UNTRACEABLE EQUIPMENT
DOES NOT COMPLY WITH SECTION 10 (a) and (b)

PLEASE NOTE THAT THE ABOVE INFORMATION WAS ACCURATE AT THE TIME OF PRINTING
It is the users responsibility to comply with the following.

1. Mine Health and safety Act Chapter 8: Machinery Equipment:
   Lifting Equipment Regulations
   Effective December 15, 2005
   These new regulations cover definitions, factors of safety, operating procedure, adherence to safe lifting practice etc.

   Section 9: Code of Practice
   Section 10: Employer to provide Health and Safety Training
   Section 11: Employer to assess and respond to risk
   Section 21: Manufacturer and suppliers duty for health and safety
   Section 22: Employees duty for Health and Safety.

1.5 MINE HEALTH AN SAFETY ACT, 1996. (ACT NO. 29 OF 1996)

CHAPTER 8 MACHINERY - LIFTING EQUIPMENT REGULATIONS

DEFINITIONS: For purposes of regulation 8.5, unless the context otherwise indicates.

“Lifting Equipment,” means any equipment or machine or arrangement of equipment or machines intended or used
for the lifting, lowering, suspension, or moving in suspension of any person or load.

“Lifting Tackle” means any attachment, including according points, used to secure lifting equipment or a load to lifting
equipment.

8.5(1) The employer must take reasonable measures to ensure that no person is injured due to the failure of any lifting
equipment or lifting tackle as a result of
   (a) incorrect design for the intended application;
   (b) incorrect installation, or
   (c) insufficient maintenance

8.5(2) The employer must take reasonable measures to ensure that the installation, use (including the transport of
persons), maintenance, inspection, testing and keeping of records of lifting equipment and lifting tackle are
done in accordance with a written operating procedure prepared and implemented for that purpose.

8.5(3) The employer must take reasonable practicable measures to ensure that
   (a) Only lifting equipment and lifting tackle with a minimum factor of safety of four (4) is used
   (b) Lifting equipment and lifting tackle are not used beyond their design capacity, and
   (c) The safe working load of any lifting equipment and lifting tackle is conspicuously and clearly marked or
   clearly indicated thereon

8.5(4) Notwithstanding regulation 8.5(2) the employer must take reasonable practicable measures to ensure that the
following lifting tackle has a minimum factor safety of
   (a) Ten (10) for natural fibre ropes;
   (b) Six (6) for steel wire ropes and man-made fibre ropes. Seven (7) for textile webbing; and
   (c) Four (4) for high tensile steel chains

8.5(5) The employer must take reasonable measures to ensure that only persons authorised in writing to do so, operate
lifting equipment and lifting tackle.

8.5(6) The employer must take reasonable practicable measures to ensure that the lifting equipment used at the mine
is designed and manufactured in accordance with an appropriate standard.

Repeal

8.5(7) The following regulations, made under Minerals Act, 1991 (Act no 50 of 1991) enforced in terms of Schedule 4 of
the Act are repealed.
   Chapter 16: 16.98 to 16.104
   Chapter 19: 19.1 to 19.6

Lifting equipment must regarded as safety critical items and must not be purchased on price, but on quality
requirement as specified in technical standards.

PLEASE NOTE THAT THE ABOVE INFORMATION WAS ACCURATE AT THE TIME OF PRINTING
International Design Standards

(1.6) INTERNATIONAL DESIGN STANDARDS – LIFTING MACHINES AND LIFTING TACKLE:

SANS 10307  Cranes, Lifting and Suspended Equipment
  - Support Documentation and Training
JIS B 8815/EN 14492-2/SANS 992 (draft)  Electrical Chain Hoists
SANS 1638  Pneumatically Operated Chain Hoists
SANS 1594  Manually Operated Chain Blocks
SANS 1636  Manually Operated Chain Lever Hoists
EN 13157/SANS 1824  Manually Operated Beam Trolleys (Crawls) - Push/Pull & Geared
SANS 1637  Reconditioned Manually Operated Chain Lever Hoists
SANS 1639  Reconditioned Pneumatically Operated Chain Hoists
SANS 1640  Reconditioned Manually Operated Chain Hoists
SANS 500  Inspection, Examination and Testing of Manually Operated
  - Chain Blocks and Lever Hoists
SANS 1592  Short Link Chain for Lifting Applications
SANS 1599 - 1  Cranes - Part 1: Cantilever/Slewing Jib Cranes
SANS 10375  Load Testing on Overhead Cranes
SANS 189, ISO 3076, EN 818  Chain (Various Qualities)
SANS ISO 7592, SANS ISO 3077  Chain Slings of Welded Construction - Grades M(4), S(6) and T(8)
SANS ISO 4778  Chain Slings - Instant Assembly - Grade 8
SANS ISO 7593, EN 818 - 1 & 4  Forged Steel Lifting Hooks for Use With Steel Chains of Grade
SANS 1595 - M(4), P(5), S(6), T(8) and V(10)
EN 1677 - 1 & 4  Components for Chain Slings Grade 8
EN 1492 - 2/SANS 94-2  Polyester Webbing Slings - Endless Type
EN 1492 - 1/SANS 94-1  Polyester Webbing Slings - Flat Woven Type
SANS ISO 7531, ISO 2408  Steel Wire Rope Slings
EN 13411 - 1, 2 & 3  Steel Wire Rope Splicing Procedures and Terminations
EN 14502-1  Man Cages (Equipment for the Lifting of Persons)
SANS 687  Inspection and Testing of Non Fixed Load Lifting Attachments
EN 14492-2  Electric Chain Hoists

CLAMPS AND ATTACHMENTS:
EN 13155  Steel Plate/Section Lifting Clamps/Magnets/Vacuum Lifters
EN 13155  Steel Coil C Hooks
EN 13155  Pallet Forks and Grabs
EN 13155  Lifting Beams and Frames
EN 13155  Lifting Cage - Palletised Bricks

ACCESSORIES:
FED SPEC RR - C - 271D  Shackle Lifting: Bow and Dee
BS 3032  Shackle Pulling: Bow and Dee
FED SPEC FF - C - 450  Steel Wire Rope Clip
BS 464/FFT 276  Steel Wire Rope Thimbles
DIN 580/582  Eye Bolts/Eye Nuts
BS 6210/BS 6570 COP  For the Safe Use, Selection and Care of Steel Wire Rope Slings
SANS 10296  Hand Signals Used With Cranes and With Lifting and Suspended Equip.
DIN 15402 - 1 & 2, UNI 9470  Ramshorn Hooks
SANS 10187  Load Securement on Vehicles
EN 61000 - 6 - 1 & 3, EN 55014 - 1  Lifting Magnets
SANS 19  The Inspection, Testing and Examination of Mobile Cranes
SANS 10375  The Inspection, Testing and Examination of Overhead Cranes
SANS 10388  The Inspection, Testing and Examination of Lifting Trucks
SANS 522  The Inspection, Testing and Examination Tower Cranes

Note: South African Bureau of Standards

The SABS Standards Division, publishes and distributes national standards which are known as SANS. These standards were previously referred to as SABS Specifications. These standards are either compiled by technical committees of the SABS, or are sourced from International Standards Organisations such as DIN, EN or ISO, and the adopted standard is then published as a SANS.

Such an adopted standard then becomes a complete implementation of the integrated standard. It is important to note that both the OHS Act and the MH & S Act require that all lifting equipment products, used in industry and on the mines, must comply to accepted or appropriate technical standards.

PLEASE NOTE THAT THE ABOVE INFORMATION WAS ACCURATE AT THE TIME OF PRINTING
1. The customer agrees that (a) this contract represents the entire agreement between the Customer and Elephant Lifting Equipment (Pty) Ltd (hereinafter called the "Organisation") and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of the organisation, (b) that this agreement will govern all future contractual relationships between the parties; and (c) is applicable for all existing debts between the parties.

2. The customer hereby acknowledge that he/she has read and understood each term of this agreement and accepts them as binding.

3. The Customer warrants that the signatory has been duly authorised to contract on its behalf.

4.1 The Customer acknowledges that no representations were made by the organisation in regard to the goods or service or any of its qualities leading up to this contract.

4.2 The Customers agrees that neither the Organisation nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

4.3 The Organisation does not warrant suitability of the goods and services for any specific purpose. It is the responsibility of the Customer to ensure that the goods and services are suitable for the purpose it intends using them.

5.1 All quotes will remain valid for a period of 30 days from the date of the quote. The validity of any price quoted is subject to any increase in the price charged by the Organisation's suppliers.

5.2 The Customer hereby confirms that the goods and services on the invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance/delivery has already taken place that the services and goods were inspected and conform to the quality ordered. It is the sole responsibility of the Customer to determine that the goods or services ordered by him/her are suitable for the purpose for which he/she intends using them.

5.3 Any delivery note (copy of original) signed by the customer and held by the Organisation shall be conclusive proof that delivery was made to the Customer, and the Customer hereby warrants the authority of the person whose signature appears on such delivery note, to accept such delivery on behalf of the Customer.

5.4 All orders whether verbal or in writing will be binding and subject to these Standard Conditions of Agreement and may not be cancelled.

5.5 The Organisation shall be entitled in its sole discretion to split the invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance/delivery has already taken place that the services and goods were inspected and conform to the quality ordered. It is the sole responsibility of the Customer to determine that the goods or services ordered by him/her are suitable for the purpose for which he/she intends using them.

5.6 The Organisation shall be entitled to invoice each delivery actually made to the Customer.

5.7 The risk of damage to or destruction of goods passes to the Customer on the written confirmation by the organisation of delivery of the goods and/or performance of services.

5.8 In the case of repairs undertaken by the Organisation, repair times given are merely estimates and are not binding on the Organisation.

5.9 In the event of goods that are defective, the rights of the Customer are limited to the manufacturer's guarantee of the goods supplied. Under no circumstances will the Organisation be liable for damage arising from misuse or abuse of the product.

5.10 Liability under Clause 6.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of credit at the sole discretion of the Organisation. It is the duty of the Customer to return any defective goods to the premises of the Organisation at his/her own cost.

7. Under no circumstances will the Organisation be liable for consequential damages.

8. No claim under this contract will arise unless the Customer has given the Organisation 30 days written notice by prepaid registered post to rectify any purported defect or purported breach of contract.

9. The Customer agrees to pay the amount on the invoice at the office of the Organisation (a) cash on delivery; or (b) within 30 days of the date of a statement issued by the Organisation, whichever will have been agreed upon by the parties.

10.1 The Customer has not right to withhold payment for any reason whatsoever.

10.2 The Customer is not entitled to set off any amount due to the Customer by the Organisation against the debt.

11. The goods will remain the property of the organisation until fully paid for. The Customer agrees that if an account is not paid in (a) against delivery (b) within 30 days of the date of statement the Organisation is entitled (i) to cancel the agreement and take possession of any goods delivered to the Customer and claim damages; or (ii) immediately institute an action against the Customer at the sole expense of the Customer.

12. The Customer agrees that the amount and payable to the Organisation shall be determined and proven by a certificate issued by the Organisation and signed on its behalf by any duly authorised person, which authority need not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

13. The Customer agrees that interest shall be payable on any monies due to the Organisation at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due. In the case of late payment interest shall be calculated from the date of the order.

14.1 In the event of cancellation of order, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be conclusive proof of the value.

14.2 The Customer indemnifies the Organisation completely against any damage whatsoever relating to the removal of repossessed goods.

15. All goods have been fully paid for. The Customer is not entitled to sell any goods unpaid for without the prior written consent of the Organisation.

16. The Customer shall be liable to the Organisation for all legal expenses (including collection fees) on the attorney-and client scale of an attorney and counsel incurred by the Organisation in the event of (a) any default by the Customer (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.

17. The Customer agrees that no indulgence whatsoever by the Organisation will affect the terms of this agreement or any of the rights of the Organisation and such indulgence shall not constitute a waiver by the Organisation in respect of any of its rights herein. Under no circumstances will the Organisation be stopped from exercising any of its rights in terms of this contract.

18. The parties reserve the right to choose the jurisdiction of any Magistrate's Court.

19.1 Any document will be deemed duly presented to the Customer within (i) 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member or owner’s fax number; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer.

19.2 The Customer chooses domicilium citandi et executandi the business address or the physical addresses of any director (in the case of a company), member (in the case of a close corporations) or of the owner(s) or partner(s).

20. The Customer agrees to the standard rates of the Organisation for any goods or services rendered, which rates may be obtained on request.

21. The invalidity of any part of this contract will not affect the validity of any other part.

22. Any order is subject to cancellation by the Organisation due to force majeure from any cause beyond the control of the Organisation including (without restricting this clause to these instances); inability to secure labour, materials, power or supplies, or by reason of any act of God, war, disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

23. This contract becomes final and binding on receipt of the acceptance by the Organisation as its business address in Pretoria.

24. The Customer shall ensure that the area around which the organisation provides its services shall be properly secured and isolated from the remainder of the Customer's operations and shall take all precautions as may be necessary to ensure the safety of such area, and that only the organisation has access to such areas until the Organisation has in writing certifies that it has completed its instructions in such area.

PLEASE NOTE THAT THE ABOVE INFORMATION WAS ACCURATE AT THE TIME OF PRINTING
It is the user's responsibility to comply with the following:

1. **Mine Health & Safety Act, Chapter 8: Machinery and Equipment:**
   Lifting Equipment Regulations
   Effective December 15, 2005
   These new regulations cover definitions, factors of safety, operating procedures, adherence to safe lifting practice etc.

2. **Mine Health and Safety Act - Act No 29 of 1996**
   Section 9: Code of Practice.
   Section 10: Employer to provide health and safety training
   Section 11: Employer to assess and respond to risk.
   Section 21: Manufacturers and suppliers duty for health and safety
   Section 22: Employees duty for health and safety.

3. **OHS Act - Act 85 of 1993**
   Section 8: General duties of employers: sub Par (e) (f ) and (i)
   Section 14: General duties of employees: sub Par (a) (c) and (d)
   Section 15: Duty not to interfere with ----- or damage -------
   Section 16: Appointments of Competent Persons

4. **OHS Act - Driven Machinery Regulations**
   Regulation 18: Covers Lifting Equipment
   Regulation 18 (1-9): Covers Lifting Machinery
   Regulation 18 (10): Covers Lifting Tackle
   Also see Definitions, which detail the different types

5. **Summary of the important clauses of the OHS-Act, pertaining to lifting tackle.**
   Regulation 18: Sub Regulation 10 (summary)
   a) Design parameters, implies manufacturers test or compliance certificates
   b) "all lifting assemblies" must be conspicuously and clearly marked with identification particulars, and the W.L.L. (traceability)
   c) Design factors of safety for different types
      4:1 = alloy chain for lifting
      6:1 = steel wire rope a
      7:1 = man made textile slings (webbing)
   d) Wire rope discard criteria
   e) Mandatory three monthly minimum inspection periods for lifting tackle (single shift operation) by a competent person, which should be recorded in a register
   f) Lifting tackle to be stored or protected when not in use

**NOTE:** It is important to note that the D.O.L. is currently reviewing DMR 18

**WARNING!!!**
Lifting Operations are potentially dangerous tasks - Avoid risks by using trained operators and the correct equipment that is in safe working order.
Accidents will always result in injury and/or death and equipment damage.

**ALWAYS PERFORM A "TASK" RISK ASSESSMENT PRIOR TO LIFT!!!**

**PLEASE NOTE THAT THE ABOVE INFORMATION WAS ACCURATE AT THE TIME OF PRINTING**
Disclaimer

The information, specifications, data, illustrations and recommendations for use contained in this catalogue are provided as a guide and for information purposes only. Any person relying on this catalogue with regard to the purchase and use of the products disclosed in this catalogue ("the products") does so in accordance with this disclaimer.

The information contained in this catalogue regarding the properties of the products corresponds to the results of Elephant Lifting Equipment (Pty) Ltd or their supplier’s calculations, experiments and tests and does not constitute a guarantee or create any contractual obligations between any person and Elephant Lifting Equipment (Pty) Ltd.

Elephant Lifting Equipment (Pty) Ltd, its Subsidiaries, Agents, Contractors, Affiliates and their Representatives, Directors, Officers, and Employees will not be liable for any harm, loss or any damages (whether direct, indirect, special and/or consequential) caused to any person or property of whatsoever nature and howsoever incurred, as a consequence of

(i) the use of products,
(ii) in respect of any reliance placed upon the information provided in this catalogue, and/or
(iii) the guidelines and specifications applicable to the products and published from time to time, including, without limitation, the guidelines and specifications contained in this catalogue.

This limitation of liability of Elephant Lifting Equipment (Pty) Ltd, includes, without limitation and without detract from the generality of the foregoing

(i) any failure by any person to follow the procedures and instructions outlined in the catalogue
(ii) any failure by any person to use the products without the necessary training in respect of the products
(iii) any failure by any person to use the products for their intended purpose and/or
(iv) any incorrect selection of products by a person in relation to the product’s intended use in this catalogue, to the maximum extent permitted by law.

In addition to the above, Elephant Lifting Equipment (Pty) Ltd, its Subsidiaries, Agents, Contractors, Affiliates and their Representatives, Directors, Officers and Employees shall not be liable for any claims that arise from

(i) the unsuitable or improper use of the products by any person
(ii) modifications made to the products by any person
(iii) incorrect assembly or incorrect installation of the products by any person
(iv) incorrect or negligent handling of the products by any person
(v) the use of unsuitable working materials or conditions
(vi) designs that the user has expressly requested which deviate from this catalogue, and/or
(vii) normal wear and tear

WARNING!!!

Please note that the use of the products can be dangerous and may result in serious injury or even death. It is recommended that the products be used strictly in accordance with the guidelines and specifications contained in this catalogue and/or which accompany the product.

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