



STANDARD TERMS AND CONDITIONS

Aluminium Installations

Payment Terms

- A 80% deposit is payable on acceptance of this quotation. The balance and any other applicable charges are due on completion should Hoedspruit Glass & Home be responsible for installation.
- Products and/or installation service below R 10 000.00 are to be paid in full on confirmation of your acceptance of the quote.
- The client is responsible for going through the quote and making sure that everything is correct i.t.o. colour, sizes, specifications, etc. The client will be financially liable for any products ordered with the incorrect material specifications.
- Once a deposit has been received, the client will receive an invoice and confirmation that the order has been placed.
- No payments will be subject to a draw from your financial institution, approval by an architect, other professionals, an occupation certificate from Local Council or for any other reason whatsoever unless agreed to in writing by both parties on acceptance of this agreement.
- A 50% Deposit will also be required on any and all additional work required after this quotation is accepted.
- Unless expressly agreed otherwise all invoices are due and payable within 3 days of invoice date. Should payment not be received within the 3 days lead time, orders will be put on hold until payment is received.
- No retention, nor penalties, will be accepted.
- Final payment is due on practical completion (The stage of completion where the works or a section thereof is substantially complete and can effectively be used for the purposes intended).
- If you don't pay on time, we can cancel our contract or suspend delivery or installation, until you have paid the outstanding amounts. Interest at our banker's prime lending rate will be charged on late payment from date of default until paid in full. No Guarantees will be applicable unless all monies are paid in full.
- No Deposit will be refunded in the event of a cancellation or any delays which may occur through no fault of Hoedspruit Glass & Home.
- In the event of a delay resulting which occurs through no fault of Hoedspruit Glass & Home, the client will pay the balance of the invoice and reschedule the rest of the installation at a suitable date to Hoedspruit Glass & Home.
- All products manufactured, delivered and/or installed shall remain, in total, the sole property of Hoedspruit Glass & Home until paid for in full.

Product Specifications and Aperture Preparation

- Quotations are sourced from different and reputable manufacturers. The cheapest of the quotations are sent to the client for approval/acceptance.
- A Client is urged to specify if they want specific hardware to be included – if not specified, the default product will be ordered and all additional requirements will be invoiced separately. If you are unsure about the different specifications, give us a call to discuss it.
- The quotation is based upon the sizes of product quoted, and the preparation of apertures/reveals is the responsibility of the Client/Contractor. The quoted size will be the manufacturing size unless otherwise requested by the client. Any delays due to incorrect apertures, will be billed to the client/contractor.
- The apertures of the building will be pre-measured before manufacturing commences unless the Client requests that it has to be ordered directly from the blueprints. If this is the case, the Client needs to ensure that



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apertures are big enough for the windows & doors or alternatively request that the aluminium be built a little smaller.

- The units ordered are made to measure and once units have been ordered, it cannot be cancelled or varied in any manner whatsoever. Should changes be required, the Client undertakes to pay for all costs already incurred by Hoedspruit Glass & Home in the execution of this order whether fully or partially completed. No cancellations will be accepted after an order has been placed.
- Whilst every endeavour is made to ensure the accuracy of our quotations, we accept no liability for errors or omissions which may be found to have occurred. The Client is advised to carefully study the quotation to establish the accuracy thereof in terms of colour, sizes, representations, etc. The client will be financially liable if new products have to be ordered.
- Any changes to the quote will be in writing, no verbal changes to the quote will be accepted and if so, Hoedspruit Glass & Home will not be held responsible for any errors.

Scratches and Blemishes

- The Client is reminded that all stock is received from Gauteng and travel/delivery may cause the products to damage. Hoedspruit Glass & Home will ensure that touch-ups are done to products if possible, to hide scratches with a Colour Specific Aluminium Powder coated spray. If the product needs to be rejected, the supplier will be notified and a new product ordered. Unfortunately, it will be subject to the delivery lead time from the manufacturer.
- The scratch and blemish inspection should be viewed at a distance of 3 metres under normal lighting conditions. Normal lighting conditions shall mean "reasonable lighting conditions under which the product is normally viewed".
- Scratches in aluminium are defined as being a mark on the aluminium surface which penetrates the anodised or painted surface thereby exposing the natural metal. If visible when viewed from a distance of 3 metres under the lighting conditions described, the product/s may be rejected.
- Blemishes in aluminium are defined as flaws/stains or runs, or any other indication that mars the aesthetic appearance of the aluminium. If visible when viewed from a distance of 3 metres under the lighting conditions described, the product/s may be rejected.

Manufacturing

- A Lead time of 10 working days is to be allowed for delivery of standard items of stock or smaller orders. Special items or colours may take longer, or as advised by Hoedspruit Glass & Home.
- This quotation is subject to the express condition that Hoedspruit Glass & Home shall in no way be liable for any consequential loss, damage or delay to the Client arising from an Act of God, Act of State, breakdown of equipment, labour dispute, war, riot civil commotion, transport delay or any other causes beyond the control of Hoedspruit Glass & Home.

Delivery

- Goods delivered with protection will be deemed to be in good condition.
- The risk in and to the goods sold and delivered by Hoedspruit Glass & Home to the Client shall pass to the Client upon delivery.



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- Once goods are delivered Hoedspruit Glass & Home accepts no liability should damage occur. Hoedspruit Glass & Home will not be responsible for any loss, theft or damage to existing property or personnel injuries.

Installation

- Should site conditions delay installation, Hoedspruit Glass & Home reserves the right to be compensated for any additional expenses which may be incurred. If our installation teams are required to work according to Clients time schedule, "split installations" a new installation date will have to be rescheduled. All outstanding monies to be settled immediately.
- Should our site commencement date exceed 2 months from date of appointment, we reserve the right to amend the glass & aluminium prices according to any increases received from our suppliers.
- Duration of installation will vary depending on the status of the building once work commences.
- Installation will only take place from Monday to Friday from 7:00am to 16:00pm unless expressly agreed otherwise.
- We do Hilti installation of aluminium only and will not responsible for any construction work, for example getting an aperture ready or plastering after we have completed the installation. This is the default installation and should a client require another method it has to be expressly requested. For example, installation on the inside of the products instead of using lugs and to finish off with Acrylic.
- Acrylic finishing after installation is not our default installation method and must be requested. This will have an extra charge and will only be done if the gaps around the products do not exceed 5mm size. If the gaps are larger, the Client will be liable to close the gaps themselves.
- We will take care when installing our products, we will not be liable for damage caused to your property in the process, unless caused wilfully. For example;
 - tiles almost certainly will break, we take no responsibility and will not carry the costs.
 - plaster will be damaged while removing existing windows & doors.
 - dust will be present and is unavoidable while working.
 - It's difficult to work over/ between plant beds and not damage any plants.
- Hoedspruit Glass & Home will not guarantee waterproofing/weatherproofing for any Sliding door or Vista fold tracks being put "on top of tiles", installed with only a nipple track or with a flat sill.
- We will not be held responsible for floors and/or apertures that are not level. Any adjustments or cutting of doors will be for the Client's account and must be done by the building contractor.
- Hoedspruit Glass & Home will supply access ladders up to 2.5m. Access equipment (scaffolding, hoists, etc.), for higher installations must be supplied by the Client or will be hired in at an extra cost.
- The appointment of a safety representative and safety files are excluded from this quote.
- Client has the choice to leave protection on and clean himself or to ask us to clean while we are on site. Any call outs for cleaning and removal of protection will be charged for.
- Whilst we will endeavour to meet the required installation date, such date shall not constitute a material term of this contract and any failure to adhere to such proposed date shall not entitle the Client to cancel this contract or to relieve him from his strict performance of all his obligations (financial or otherwise).
- Once your project is complete, you will be notified and we require that you inform us of any concerns or snags within 48 hours, or we will assume you are 100% satisfied. Any concerns or snags reported after 48 hours will be completed at an extra cost to the Client.
- Supply only products will be become the responsibility of the contractor/client once receipt has been taken. We take no responsibility for contractors or clients who install products themselves and make installation



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mistakes. Should the contractor/client require us to come out and fix any mistakes, this will be for the contractor/client's account. Please do not endeavour to install products yourself if you do not have a knowledgeable or experienced installer. Note that installation sundries are not supplied with supply only orders.

Exclusions

- This quote excludes all or any building, plastering, painting and tile work.
- We do not remove waste material from site but can refer a sub-contractor to do the work.
- This quotation specifically excludes sandblasting, night-latches, cabin hooks, burglar bars, weather strips or any special requests unless so specified in writing.
- Hardware falls under the guarantee of the manufacturer.

Glazing Certificate and Compliance

- Glazing to be carried out as per SAGGA regulations. All glass to be clear and standard unless specified otherwise.
- Please be aware that your architect or other legally recognized appointee is responsible for ensuring that the energy efficiency requirements in SANS 10400part XA are complied with. Should the client decide against energy efficient glass, they will take the responsibility for the glass they ordered and we installed.
- Glazing certificates will only be issued once final payment has been received and if the order is within Building & Fenestration regulations. We will warn clients should there be units that fall outside of this regulation and cannot issue a Glazing Certificate.
- Hoedspruit Glass & Home is not a SAGGA registered but comply with all SAGGA, AAAMSA & Building Regulations requirements in all our glazing & aluminium practices. We only use accredited & SABS approved materials.

Acceptance of Quote

- Our Standard Terms and Conditions will apply once we received a deposit.
- All quotations are compiled based upon the information and specifications provided by yourself (or your professional consultants).
- Notwithstanding the terms of an accepted quotation, should the information, specification or any other relevant factors leading to a quotation be materially altered at any time, Hoedspruit Glass & Home may include the costs and fees related to such alteration in its interim and final invoices.
- The client confirms that they have read all above conditions, and have accepted such. This quote remains valid until the expiry date or if on instruction there is a industry price increase, thereafter may then become subject to material price increases.
- We reserve the right to change these terms and conditions from time to time in our sole discretion. In the event of any violation of these Terms and Conditions, we reserve the right to seek any and all remedies available, whether by law or in equity.
- The Client has an option to sign this document and send it back to Hoedspruit Glass & Home or to agree with it in writing. Should a client pay the deposit without sending back a signed copy of the Terms & Conditions, Hoedspruit Glass & Home will accept that the Client has accepted/agreed to the Terms & Conditions with no objections.