



STANDARD TERMS AND CONDITIONS

Frameless 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.
- 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 a reputable manufacturer.
- A Client has the option to request a specific manufacturer. Note that all manufacturers have their own specifications when it comes to hardware. 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/floors is the responsibility of the Client.
- The size will be pre-measured before manufacturing commences unless the Client requests that it has to be ordered directly from the blueprints or if it is a simple shower panel. If this is the case, the Client needs to ensure that walls and/or floors are 100% level before installation commences.
- The units ordered are made to measure and once units have been manufactured, 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.



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- 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.
- 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 are received from Gauteng and travel/delivery may cause the glass to scratch. Hoedspruit Glass & Home will ensure proper inspection is done upon receipt of glass. 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.
- Scratches on hardware are unlikely but if any is noticed upon installation, new hardware will be ordered from the supplier.

Manufacturing

- A Lead time of 12 - 15 working days is to be allowed for delivery of standard items of stock. Special items 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.
- 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 Client's time schedule or "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 & installation prices according to any increases received from our suppliers.
- Duration of installation will vary depending on the status of the installation area once work commences.
- Installation will only take place from Monday to Friday from 7:00am to 16:00pm unless expressly agreed otherwise.
- Please note that glass is always 100% square and any surfaces that are not 100% level may pose problems for installation. The frameless glass has only about 3mm play for repositioning and we will try and centre it as best

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possible. Building mistakes will cause the shower to be installed with large gaps which is not neat and client may be unhappy with silicone work. It is recommended that the client check with his building contractor to make sure they are ready for the frameless product before we install. We take no responsibility should the client decide to go ahead with installation and walls or floors are built skew.

- 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;
 - Low quality tiles almost certainly will break, we take no responsibility and will not carry the costs – we do however make sure to use proper tools to do the drill work.
 - dust may be present and is unavoidable while working.
 - It's difficult to work over/between fixtures/furniture that is not moveable.
- Hoedspruit Glass & Home will take care to silicone showers however there may be some leaking afterwards. The client is welcome to contact us for any touchups. Unfortunately it is not always possible to guarantee 100% waterproofing especially when walls & floors aren't level. It is not recommended to try and fill gaps larger than 5mm with silicone.
- We will not be held responsible for floors and/or apertures that are not level. No adjustments like cutting can be made to frameless glass after toughening, so any changes would mean ordering new glass which will be for the client's account.
- The appointment of a safety representative and safety files are excluded from this quote.
- 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.
- Once your project is complete, you will be notified and we require that you inform us of any concerns or snags within 48hours, 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.

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. For example, old showers being replaced by new ones.
- 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.
- Glazing certificates will only be issued once final payment has been received.
- Glazing certificates are issued at R 150.00 (excl. VAT).
- Hoedspruit Glass & Home is not yet SAGGA registered but comply with all SAGGA & Building Regulations requirements in all our glazing & aluminium practices.



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Acceptance of Quote

- Our Standard Terms and Conditions will apply once we received an 80% 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 for 30 working days, 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.