

# **GENERAL TERMS AND CONDITIONS**

## **PAYMENT TERMS**

- Payment terms on all installation inclusive contracts: 70% Deposit is required on placement of orders. Balance payable on completion. Progress payments can be requested depending on contract roll out/ contract size.
- Payment terms on supply only contracts: 70% Deposit on acceptance of contract, final 30% due before collection/ delivery.
- Receipt of signed quotation and/or proof of payment is deemed as acceptance of contract and of our terms and conditions.
- EFT payments into bank account only.
- Orders below R8,000.00 to be paid in full on order.
- Unless expressly agreed otherwise, all invoices are due and payable upon presentation.
- No retention money is applicable and 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). All our work is guaranteed and any snags will fall under the guarantee.
- No Guarantees will be applicable unless all monies are paid in full.
- All products manufactured, delivered and/or installed shall remain, in total, the sole property of Capra Steelworx PTY (Ltd) until paid for in full.
- Cancelled orders will be subject to R450.00 handling/ administration fee and must be requested in writing within 24 hours after payment was
  made. Should any material purchases have been made by Capra Steelworx Pty (Ltd) the cost of any customised materials will be charged for.

#### **GUARANTEE**

- Workmanship is guaranteed for 12 months.
- Hardware items carry supplier guarantees.

### PRODUCT SIZE AND APERTURE PREPARATION

- The quotation is based upon the sizes of product quoted and the preparation of apertures is the responsibility of the Client unless quoted. Any size changes will be charged for accordingly.
- The apertures of the building will be pre-measured before manufacturing commences unless the contract is supply only in which case it is the clients responsibility to provide all correct manufacture sizes.
- The units ordered herein 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 Capra Steelworx PTY (Ltd) in the execution of this order whether fully or partially completed.
- Whilst every endeavour is made to ensure the accuracy of our quotes, we accept no liability for errors or omissions that may be found to have occurred. The Client is advised to carefully study the quotation to establish the accuracy thereof.
- Any changes to the quote will be in writing, No verbal changes to the quote will be accepted and if so, Capra Steelworx PTY (Ltd) will not be held responsible for any errors.

#### MANUFACTURING

- A Lead-time of +/- 15 working days applies to manufacture standard items of stock. Special order items or colours could take longer and will be advised as required by Capra Steelworx PTY (Ltd).
- Lead-time on Powder Coating of special colours is +/-15 working days. Client to provide correct colour code or sample.
- This quotation is subject to the express condition that Capra Steelworx PTY (Ltd) shall in no way be liable for any consequential loss, damage
  or delay to the customer 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 Capra Steelworx PTY (Ltd).

### DELIVERY

- Goods delivered with protection will be deemed to be in good condition.
- The risk in and to the goods sold and delivered by Capra Steelworx PTY (Ltd) to the Client shall pass to the Client upon delivery.
- Once goods are delivered Capra Steelworx PTY (Ltd) accepts no liability should damage occur. Capra Steelworx PTY (Ltd) will not be responsible for any loss, theft or damage to existing property or personnel injuries.

#### INSTALLATION

- Any contractor's registration fees "to get access to a security complex" will be for the clients account unless otherwise agreed to in writing.
- Installation will take place between Mon –Thursday 8:00-17:00 and Fridays 08:00 14:00 unless otherwise arranged.
- Duration of installation will vary depending on the status of the building once work commences.
- After hours and weekend installation will be charged for if Client insists installation proceeds after hours.
- If our installation teams are required to work according to Clients time schedule, "split installations" a new installation date will have to be scheduled. In this case, all outstanding monies on completes sections are to be settled immediately.
- Capra Steelworx PTY (Ltd) will not guarantee waterproofing for any Sliding door or Vista fold tracks being installed on top of tiles.
- We will not be held responsible for floors that are not level. Any adjustments or cutting of doors will be for Clients account.
- The site must be ready for installation, such as tiling, painting, plastering prior to installation date.
- If any installation after practical completion needs to be removed for site preparation ie: tiling, painting, plastering etc, will be charged for

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- separately and must be paid in advance, any damage done to glass or material due to removal for site preparation will be for Clients cost.
- Capra Steelworx PTY (Ltd) will supply scaffolding up to 3m "free of charge", should it be necessary to go higher this cost will be for the Client's account.
- It is responsibility of the Client to supply power to site on day/s of installation.
- Capra Steelworx PTY (Ltd) cannot be held liable for tiles cracking and breaking when drilling.
- Capra Steelworx PTY (Ltd) cannot be held liable for damages to plaster and paint work.
- 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.

#### **EXCLUSIONS:**

This quote excludes all or any building, plastering, painting and tiling work unless specified.

#### ACCEPTANCE OF QUOTE.

- The contract will only commence once the quotation has been signed, a written purchase order received and/or deposit has been paid in full.
- All quotations are compiled based upon the information and specifications provided by yourself (or your professional consultants)
- Not withstanding 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, Capra Steelworx PTY (Ltd) may include the costs and fees related to such alteration in its interim and final invoices.
- All quotes remains valid for 30 working days, thereafter may then become subject to material price increases.
- In the event of market volatility, shorter validity dates may apply and Capra Steelworx Pty (Ltd) reserves the right to adjust pricing as required.
  Capra Steelworx Pty (Ltd) will not be held liable for any errors or omissions. It remains the clients' responsibility to confirm that all items are covered in the guote.
- The client confirms that they have read all above conditions, and have accepted such.

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. We reserve the right to make use of any and all photographs/videos taken in our social media and advertising.