



Excellent Aluminium Project Terms and Conditions

1. ORDERING OF PRODUCTS

- 1.1 A full window schedule or a floor plan with elevation must be provided.
- 1.2 The sketches indicating sizes, quantity and colour must be accepted and signed by the responsible person for the project.
- 1.3 Lead times on all orders will be 18 – 21 working days for locally manufactured products and 8 – 12 weeks for imported products from signature of order, and confirmation of receipt of the 50% deposit made by the client.
- 1.4 50% as deposit is payable on acceptance of this quotation
40% as material on site is payable 24 hours before installation
10% as retention is payable on completion of work and handing over of project
Products belong to Excellent Aluminium until full payment is received.
- 1.5 Should the customer delay completion of work full payment will be expected.
- 1.6 Final payment will be expected within one week after completion of the project.
- 1.7 A variation to an existing order, may be treated by the Company as a new order, and could result in an 18 – 21 days lead time of the same for locally manufactured products and 8 – 12 weeks for imported products.
- 1.8 Due to the complexity of non-standard fixtures i.e. butt glazing, skylights etc., such installations may take several days to complete.
- 1.9 The client agrees to accept liability for any claim arising out of a non-standard product installed, as the Company will not be liable for such a product and it does not carry a warranty. Such a product will only be manufactured after the job card has been signed off confirming the client's liability.

2. SUPPLY ONLY

- 2.1 Payments of Products: 50% deposit due upon placement of the order, balance of payment due on delivery to site. A bank transfer will be required prior to dispatch for country deliveries. NB. Interest of maximum allowable rate will be charged monthly on amounts outstanding or overdue.
- 2.2 Notwithstanding any further remedies it may have, the Company reserves the right to levy a once off penalty interest of 10% on any late payments in terms of this agreement, and a further penalty interest equal to prime +4% of the Company's bank lending rate annualised, for the period that such payments remain outstanding.

3. SUPPLY AND INSTALLATION

- 3.1 This quote is valid for 30 days only.
- 3.2 The above price is based on rate ruling as at the date shown on this quotation and will be subject to fluctuation in cost.
- 3.3 Guarantee: 2 years on installation, 5 years on powder coating and 5 years on glass.
- 3.4 The installer accepts that openings have been properly built or constructed to specifications and measurements and accepts no responsibility for incorrect openings.
- 3.5 The installer is not responsible for existing reveals, sills or apertures being out of level or square.
- 3.6 The installer is not bound by any verbal statement or representations, which may be made by any employee or representative or person acting or purporting to act for or on behalf of the installer.
- 3.7 Any installation queries must be addressed to the Installation Manager.
- 3.8 On date of installation, a representative of the Company will meet on site with the client, to inspect the units delivered, and installation. The client will sign a Completion Certificate, specific to the units delivered and fitted, as confirmation of receipt and satisfactory installation of the units installed to date. Any units not received in good order, or not fitted correctly, are to be listed on the completion certificate, and will be repaired or refitted at the

cost of the Company. **Any subsequent additions to the list will be for the account of the client.**

- 3.9 No amendment, alteration or addition to this quotation shall be valid unless reduced to writing and signed by both parties.
- 3.10 Plastic wrapped products: Painting contractor to cut off internal plastic covering prior to sealing and final coat of paint between frame and plaster.
- 3.11 The installer does not do sealing of windows and doors unless we have quoted for it separately.
- 3.12 Sealing with Standard silicon will only occur externally unless otherwise quoted. The use of silicon is not to replace the waterproofing done by the Contractor, but is only decorative.
- 3.13 No retention or penalties will be accepted, and set-off may be applied whatsoever.
- 3.14 All effort will be done to do the installation as per agreed date, weather permitting.
- 3.15 All warranties are null & void until the invoice has been paid in full.
- 3.16 All products will belong to our Company until such time as full and final payment is received. I, the signatory, to this quotation agree that the product may be removed from site without prior notice in the event of payment default; even if the installation is finished and the product forms part of the building. No claim will arise against the installer as a result of removal.
- 3.17 The client is responsible for all damp proof coursing (DPC)
- 3.18 All legal costs and disbursements on attorney-client scale shall be for the clients account in the event of any default. Client agrees to jurisdiction of Magistrate's Court.
- 3.19 After signature of the Completion Certificate, all risk relating to security and protection of the units fitted to date, will pass to the client.
- 3.20 Should the client, or his representative not be available on the agreed installation date to inspect the units delivered and installed, and therefore not be available to sign the Completion Certificate, it will be accepted that the units and installation are completed successfully, and the fitter will sign the Completion Certificate on behalf of the client.
- 3.21 Excellent Aluminium reserves the right to charge a callout fee of R500, plus R100 per item to be repaired / refitted, after the Completion Certificate has been signed.

4. **BREAK OUTS**

- 4.1 When replacing existing window frames the installer is not liable for damage to tiles, DPC, wallpaper or paint on installation of the new window frames.
- 4.2 When replacing existing windows the installer will endeavour to match any existing treads and finishes, however no warranty can be given.
- 4.3 This quotation excludes any painting or preparation of plasterwork upon completion.
- 4.4 The Client will provide the installer access to all working areas at all times with a representative from him present if need be (the client will be responsible for the removal of all valuable items, furniture, paintings, mirrors, erection of scaffolding, etc.) The Company will not be held responsible for any items that are lost at the premises.

5. **PAYMENT FOR SUPPLY AND INSTALLATION**

Payment of this order will occur on the following terms:

- a) 50% on acceptance and signature of order
- b) Progress payments will be done according to Annexure A (see attached)

This order will only commence once proof of payment has been received by the Company in terms of 5.1(a) above;

Proof of payment must be faxed to 086 547 6078 or emailed to sales@excellentaluminium.co.za.

6. **INSURANCE**

- 6.1 All imported products are fully insured as followed:
 - 6.1.1 From German Factory till harbour Hamburg by Fahl Metallbau GmbH Beckum
 - 6.1.2 From harbour Hamburg till building site by Logistics / Shipment Company
 - 6.1.3 From handover of products to Excellent Aluminium by Excellent Aluminium

These terms and conditions are applicable to quote no. _____

I hereby agree and accept the above terms and conditions

