

Terms and Conditions of Sales Agreement

JOB SPECIFICATION AND DESIGN

1.1 The Client's acceptance of any and all quotations confirms that the design/s & specifications were done in accordance with the Client's requirements and specifications;

1.2 Izinkwali Builders and Maintenance reserves the right to amend any quotation based on final measurement.

1.3 The Client confirms that the plan and design was reviewed with the Izinkwali Builders and Maintenance Representative;

1.4 The Client is required to sign the design perspectives and floor plan/s in approval.

2. MATERIAL & FINISHES

2.1 The Client confirms that the finishes, styles and other material are correctly specified on the quotation and that the different material has been explained;

2.2 Natural materials used and can differ from samples seen. Care will however be taken to ensure such variances are minimal;

2.3 Should any extra accessories be required after quotations are accepted which were not specified on the original signed quotation, an additional quotation will be issued. The additional quotation will constitute a separate contract.

2.4 Izinkwali Builders and Maintenance cannot accept changes from what have been quoted once quotations are accepted

SITE INSTALLATIONS

3.1 Installations are carried out by Izinkwali Builders and Maintenance installation teams;

3.2 It is the Client's responsibility to ensure that the site is ready for installation on the agreed installation start date. A fee of R550 (Five Hundred and Fifty Rand) will be charged in the event of the site not being ready on the arrival of the Installation Team. The installation will then be re-scheduled according to the next available opening;

3.3 Duration period of the installation cannot be determined, prior to the installation commencing;

3.4 Installation dates given are estimates. Although Izinkwali Builders and Maintenance will take all measures to stick to the date provided, dates are dependent on timeous delivery of material and availability of material - both of which are not in the direct control of Izinkwali Builders and Maintenance

3.5 Izinkwali Builders and Maintenance will not be held responsible for costs involved with third party contractors such as plumbers as a result of extended installation periods or a delay in installation start dates;

3.6 The Client will not have the right to impose penalties of any sort against Izinkwali Builders and Maintenance as a result of any delays that may occur;

3.7 Installation dates can only be given after payment of deposit clears in Izinkwali Builders and Maintenance account. Installation dates are calculated once orders have been placed with suppliers and lead times were provided;

3.8 Supply and installation of Granite & Reconstituted Granite Products is sub-contracted to a third party

supplier. Such products need to be measured on-site once carcasses have been installed. Installation of Granite & Reconstituted Granite Products is also dependant on the availability of material and should commence 3 – 4 working days after measurement.

3.9 Installation dates to be confirmed 2 days after measurement thereof. Izinkwali Builders and Maintenance reserves the right to amend any Granite & Reconstituted Granite Products quotation based on final measurement;

3.10 In the event of the Client providing items such as hobs and sinks, these need to be on site on the day worktops are scheduled to be installed. Service fee of R550 (Five Hundred And Fifty Rand) will be charged should an Installation Team need to return to a site to fit these or to make cut-outs;

3.11 The Client confirms that the following Supplier lead times for delivery have been discussed and accepted.

These should be used as a guideline :

- All Melamine / PVC Foil material : 3 – 5 Working Days;
- Solid and Semi-solid material : 3 – 5

3.12 A detailed snag list is to be handed to the . Izinkwali Builders and Maintenance Representative within 5 days after initial installation.

3.13 Please take extreme care in completing this list as a second list will not be accepted

3.14 . Izinkwali Builders and Maintenance will under no circumstances be liable for any measurements not taken by itself.

PAYMENT TERMS

4.1 The Client agrees to and accepts the following payment terms:

4.1.1 60% payment of total value on accepted quotation. No ordering can be done without receipt of the 60% payment;

4.1.2 30% payment of total value the day the installation commences. Goods will not be installed without valid proof of such payment. Payment by electronic transfer needs to be done at least 2 days in advance in order to ensure confirmation;

4.1.3 10% final payment to be made within 2 days after sign-off of the installation, i.e. after successful completion of the project. Interest at the current bank prime rate plus 2% per annum will be charged for overdue accounts.

4.2 The Client agrees to pay collection fees equal to 15% of the outstanding amount should Izinkwali Builders and Maintenance, at its sole discretion, employ a Collection Agent to collect outstanding payments on its behalf;

4.3 In the event that the Client having to postpone the initial installation date for a period of 10 consecutive days or longer, for whatever reason, the Client agrees to pay all material, excluding goods that can only be ordered once the cupboards are installed, in full.

4.4 No deviation from the payment terms will be accommodated;

4.5 Clients will be billed for any work carried out or material built should they want to cancel the job. Deposits and payments will be refunded less costs incurred by Izinkwali Builders and Maintenance

4.6 This contract is subject to the client paying all amounts as per the terms and conditions of this paragraph 4;

4.7 The Client shall pay all amounts due in terms of this agreement and in accordance with this paragraph 4 without deducting anything from the amounts payable for any reason whatsoever;

4.8 The Client will be seen to have breached this agreement if the Client :

4.8.1 does not pay on time any money that is due in terms of this agreement;

4.8.2 is provisionally or finally sequestered, liquidated or placed under judicial management;

4.8.3 has a court judgement which he does not pay within seven (7) days.

4.9 The Client waives the following legal benefits as reasons for non-payment: no cause of debt, no value received, revision of accounts and technical understanding of bill of quantities and specification of material quoted. The waiver of these benefits does not prevent the Client from using them as a defence but it means that the Client and not Izinkwali Builders and Maintenance will have the duty to prove these defences;

4.12 The Client agrees to judgement being taken against him/her in the event of any money due and payable are not being paid to Izinkwali Builders and Maintenance as per any terms and conditions of this paragraph 4 of the agreement.

5. SITE PREPARATION

5.1 It is the Client's responsibility to ensure that water pipes, plumbing points, electrical cables and electrical points are well pointed out during the measurement and on the day of installation;

5.2 Izinkwali Builders and Maintenance and any of its Staff or subcontractors will not be held responsible for any damage caused by drilling into water supply piping and/or electrical circuit/wiring that are inside the walls during the installation process.;

6. WARRANTY

6.1 All material and components are of a first grade quality and guaranteed for 2 years against any defect;

6.2 The warranty does not cover water damage or misuse;

6.3 Hinges carry a lifetime guarantee.

TRANSFER OF OWNERSHIP

7.1 All risks in the goods forming the subject matter in this sale agreement transfer to the Client on delivery;

7.2 Notwithstanding delivery to a Client, Spotlight Kitchens remain the owner of the goods until all monies have been paid in full;

7.3 The Client agrees that the goods remain movable and removable and do not accede to the property and agrees that Izinkwali Builders and Maintenance may at any time decide to remove any and all goods should the Client be in breach of paragraph 4 of this agreement.

8. CLIENT DETAILS (Responsible for account)

8.1 Full names and surname / Company name

8.2 ID Number / Co Registration No.

8.3 VAT Registration No.

9.1.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

9.1.2 Izinkwali Builders and Maintenance:

9113 Shari Street
Extension Ten
Lenasia
1820

Tel: 071 293 5177

9.1.3 The Client:

Physical Address

TELEFAX: _____

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

9.3 Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.

9.4 Any notice to a party:

9.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 14th (fourteenth) business day after posting (unless the contrary is proved);

9.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery;
Or

9.4.3 sent by telefax to its chosen telefax number stipulated in clause 9.1.3, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

9.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.



10. SURETYSHIP

10.1 Any person signing this agreement in a representative capacity of a company, close corporation or a trust bind himself as surety and co-principal debtor of the client to Izinkwali Builders and Maintenance .

The person signing this agreement warrants his authority to do so on behalf of the client.

11. CANCELLATIONS

Orders are custom made therefore no cancellations are allowed after the point of raw materials being purchased by Izinkwali Builders and Maintenance .

DISPUTES

Izinkwali Builders and Maintenance undertakes to assist in any legitimate complaint that falls within the installations and guarantee period.

14. JOB DETAILS

Signed quote and designs attached.

SPECIAL CONDITIONS / NOTES

SIGNED AT :

_____ ON

THIS _____ DAY OF _____ 2019

The undersigned accept the Terms and Conditions of trade. The Client acknowledges that any amount due for goods or services will be due unconditionally within 7 days from date of tax invoice issued by Izinkwali Builders and Maintenance

.....
CLIENT SIGNATURE

.....
Izinkwali Builders and Maintenance REPRESENTATIVE

