

## CONDITIONS OF TENDER/QUOTATION

### The acceptance of this Tender/Quotation includes the following terms and conditions: -

- 1 These conditions shall be the Conditions of Contract unless a formal contract is made, in which event, except insofar as provided in these conditions of contract or otherwise expressly mentioned in this Tender/Quotation, any such formal contract shall be in the form issued under the sanction of the Institute of South African Architects, the Charter of South African Quantity Surveyors, and the National Federation of Building Trade Employers in South Africa.
- 2 Unless otherwise stated, this Tender/Quotation is open for acceptance within thirty days only from date hereof and is subject to confirmation at the time of such acceptance.
- 3 This Tender/Quotation includes only such goods, accessories and work as are specified herein and unless expressly mentioned this Tender/Quotation excludes all Surveyors and local authorities fees, handling of sanitary fittings, hoisting, scaffolding, painting, cutting away, making good and any work to be executed by Builders or other Trades, also the cost of fuel and water for testing and other purposes, current for motors and artificial lighting, and site accommodation.
- 4 All descriptive and forwarding specifications, drawings and particulars of weights and illustrations contained in catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract unless confirmed by us. We reserve the right in executing orders to include at our option uncatalogued improvements.
- 5 Any performance figures supplied by us are based on information given by the manufacturer and no liability is accepted if these figures are not obtained unless they are specifically guaranteed by the manufacturer.
- 6 This Tender/Quotation is based on the execution of work during present day recognised working hours, costs of materials, labour and road, rail or motor carrier transportation rates, tariffs or fees, unless otherwise stated and is subject to amendment, without notice, to meet any variations in these costs due to legislation (Republic, Provincial or Local), Government order, Regulations or Directions, changes in agreements or away covering wages and conditions in the industry or any other cause.
- 7 We will use our best endeavors to implement any contract resulting from this Tender/Quotation within the time fixed by such contract or any extension thereof, but we shall not be held responsible for delays in delivery or erection due to breakdown of Machinery, Strikes, Labour disputes, War, Riots, Civil Commotion, Shortage of Materials or Labour, Delays in delivery from overseas Shippers or Manufacturers, Transportation, Accidents, Regulations or Orders of any Government, or other causes beyond our control, a reasonable extension of time shall be granted.
- 8 Time is not to be regarded as the essence of the contract unless otherwise agreed in writing, where we undertake to deliver the goods Tendered/Quoted for and/or to erect them at site, they will be the sole risk of the Purchaser as from the time of arrival at the site and the offloading, storage and protection of such goods shall be at the sole responsibility of the Purchaser who will be responsible for all loss thereof from whatsoever cause arising. We shall be entitled to full payment therefore and also for any work damaged, destroyed or lost, and the cost of replacing any such materials and of reinstating or restoring any such work shall be charged as extra.
- 9 Where this Tender/Quotation includes erection, unless otherwise stated herein –
  - (a) The Purchaser shall at his own expense
    - 1) Prepare site and provide foundations and
    - 2) Carry out work of cutting away or making good existing structures,
  - (b) There shall be added to the Tender/Quotation price and paid by the Purchaser accordingly any extra costs incurred by us by reason of suspension of work, delays, overtime or other causes beyond our control or arising from Purchasers instructions or default.
  - (c) Where we undertake to start up and hand over plant and/or machinery in running order. Purchaser shall supply all power, fuel and water if necessary for this purpose. When from causes beyond our control, starting up cannot take place on completion of erection; we reserve the right to withdraw our erecting staff, and to make an additional charge for their future attendance.
- 10 This Tender/Quotation includes only the supply of the material and/or performance of the services specified herein. Any additional goods delivered or work carried out by reason of purchasers' instructions, or at the instance of Government or Municipal authority shall be added to the Tender/Quotation price and paid for accordingly.
- 11 We will be entitled, unless otherwise agreed in writing, to charge for that part of the work done and materials and/or goods supplied and delivered from time to time by rendering invoice(s).

If payment of any sum due is not made on due date, we reserve the right to suspend work, and remove our tools, belongings and unfixated materials without vitiating the contract. Interest at 2% per annum over the bank rate will be charged on all amounts not paid on due date. Unless otherwise agreed, all prices Tendered/Quoted are strictly net.

All orders accepted for the supply only of materials and goods will be invoiced immediately, and payment will be made in full. In the case of export orders, payment will be made in cash against shipping documents unless otherwise agreed.

If for any reasons whatsoever, the Purchaser is unable to take delivery of goods or materials when they are ready for dispatch and delivery is tendered, then such date of tender shall be taken as the delivery date for the purposes of this clause.
- 12 The risk in goods passes to the Purchaser at the time of delivery specified in this Tender/Quotation (unless otherwise specified in writing) and, from this moment, the Purchaser shall affect any insurance thereon that he may deem necessary. Ownership in the goods however, shall only pass to the Purchaser upon payment in full to us of the purchase price, irrespective of whether or not such goods have been annexed to immovable property.
- 13 Provided the terms of payment are duly complied with, we guarantee to make good any faults or defects in our work due to faulty material or workmanship (fair wear and tear, willful damage, negligence, damage by fire or any other insurable damage excepted), within 12 calendar months from date of dispatch or practical completion of the work.

We accept no responsibility for any damage which may be caused to goods, accessories and work by Municipal or other power supplies being less or more than that specified for the proper performance of the goods, accessories and work nor for goods, or accessories or parts subjected to higher loads or working under conditions other than those stated or any causes such warranty only as the makers give to us and there shall be no obligation on our part to enforce such warranty by litigation or other proceedings. Our liability is to be limited to the above, and we are not in any case to be under any liability based on any implication of law or usage or for any consequential losses, damage or expenses whatsoever.
- 14 This Company shall not be liable for any claim whether brought against the Company or the Purchaser under the Workmen's Compensation Act (subject however to the provisions, of Section 9 or any subsisting Statutory modification thereof) or other Acts of Parliament of a like nature in force for the time being or under any Statute or at Common Law arising from any cause other than negligence or acts of omission upon the part of ourselves, our employees, agents or sub-contractors, and the Purchaser will indemnify the Company against any such claim.
- 15 Acceptance of this Tender/Quotation constitutes a warranty and representation by the Customer that he has complied with every applicable Statute, Regulation or Direction, Bye-Law or other lawful requirements or instruction whether of the Government or of any local or other lawful authority and in particular that he has lawfully obtained every necessary license, permit, or authority, that may be required in connection with the work.
- 16 These Conditions shall constitute the entire contract and shall apply not only to this Tender/Quotation (if accepted) but to all orders subsequently placed with us by or on behalf of the Purchaser in connection with the same work, unless otherwise agreed in writing.
- 17 NO verbal conditions, expressed or implied, shall be binding on us.
- 18 Sales or Purchase Tax is for customer's account
- 19 No retention whatsoever is allowed.