

A DIVISION OF THE SUPER VALUE GROUP PTY LTD

GENERAL TERMS AND CONDITIONS

1. ENTIRE CONTRACT

1.1 These terms and conditions constitute the entire contract between SUPER VALUE ALUMINIUM a division of the SUPER VALUE GROUP (PTY) LTD (hereinafter referred to as the 'Company') and the person/owner/representative authorised to enter into this contract (hereinafter referred to as the "Customer")

1.2 These Terms and Conditions ("Terms") govern your use of our services ie manufacture, Supply & Installation, including but not limited to Aluminium windows, doors, stack doors, sliding doors, patio doors, designer double doors, balcony enclosures, etc. Furthermore the website www.svaluminium.co.za (the "Site"), is owned and operated by the Company and is a secure platform to request quotes or any other enquiry.

1.3 All conditions contained herein shall be final and binding between the Company and Customer and shall constitute as a legal agreement/contract/Addendum to the Quote and Invoice generated by the Company for the order requested by Customer. The Company reiterates that this document is an Addendum to all accepted orders/quotes, and shall be enforceable as a legal and binding contract, regardless of it being in writing or verbal, between Company and Customer.

1.4 Any indulgence granted herein by the Company, shall not constitute as a waiver of these terms and conditions. The Company hereby reserve all its rights herein.

1.5 These terms and conditions are available on our Site ie www.svaluminium.co.za and can be viewed by the Customer at any time. The Customer may at their discretion request the terms and conditions of the sale/order per email at sales@svaluminium.co.za.

2. QUOTATIONS

2.1 Quotations may be requested online at www.svaluminium.co.za, whatsapp 0812339646/0783845238. Quotations will be issued as per Customer request ie aluminium colour, size of windows, doors, openings, enclosures, etc with estimated measurements supplied by Customer. A Customer may submit the window and door schedule from the building plans for quotations. In this regard quotation will be generated as per the details on the window schedule unless otherwise advised by the Customer.

2.2 Any changes, alterations, upgrades, etc requested by Customer will attract additional charges. These costs will be added to the quote for Customer approval.

2.3 All quotes are valid for a period of 7 (seven) working days from the date issued. After this period, the Company reserves its right to amend pricing and terms.

2.4 Prices are subject to change due to fluctuations including but not limited to aluminium profile costs, import duties, glass price increase, hardware prices and/or any unforeseen costs. Final quotes will be issued with adjustments for approval by Customer before generating an Invoice to initiate the order.

2.5 All quotes are issued without plaster, paint, courier, delivery, installation, etc unless otherwise stated in writing on the quote.

2.6 All quoted pricing is based on and subject to the entire order contracted on being done simultaneously unless otherwise mutually agreed to by both parties and reduced to writing. The Company reserves its rights herein.

2.7 The Company shall grant Glazing Certificates, if required by the Customer, at an additional cost of R1500 (one thousand five hundred rands) each. This will be additional charges.

2.8 Almost every new year (January) attracts price increase across the aluminium industry. We grant our Customers the option to secure the old pricing by paying the deposit on invoice. This will enable the Company to acquire all aluminium before the price increase and secure the shade of aluminium on order. The Company will inform Customer of commencement of manufacturing and expected date of delivery of order. Full payment of invoice will be mandatory and must be effected on installation. Any indulgence granted herein whether verbal or in writing will not be construed as a waiver of this condition.

3. INVOICING AND PAYMENT

3.1 An invoice will be issued once the Customer has accepted the final quotation. This invoice shall be legal and binding and conclude the Contract between the Company and Customer. This Terms and Conditions is a joint Addendum to the Invoice and shall not be construed as a separate document. The onus falls on the Customer to read and understand the Terms and Conditions of the Company, which document is available on the Company's website.

3.2 A seventy percent (70%) deposit is required within three (3) working days from date of Invoice. The balance of thirty (30%) will be due, owing and payable on installation, delivery, collection, etc whichever is applicable. Any indulgence granted herein shall not be construed as a waiver of this condition.

3.3 Proof of payment shall be required for all amounts paid to be sent via email to accounts@svaluminium.co.za alternatively whatsapp. All payments effected must reflect in the Company's bank account before the Company proceeds with the order.

4. MANUFACTURING / LEAD TIME

4.1 All aluminium profiles used are approved by the Association of Architectural Manufacturers of South Africa (AAAMSA) founded in 1974 and caters for the manufacturing and installation of aluminium structures.

4.2 All orders will be manufactured as per the Invoice and or the agreed, acknowledged and accepted designed by the Customer. Any variations herein will attract additions costs unless mutually agreed to by the Company and Customer. Any indulgence granted herein shall not be construed as a waiver of this condition.

4.3 Lead times are subject to: availability of material, colours, profiles, receipt of deposit, signed contract mandate enclosing Identity Document and proof of address not older than 3 months. Any indulgence granted herein will not be construed as a waiver of this condition.

4.4 Lead times shall not be the essence of the contract. The Customer acknowledges that based on complexity of designs, manufacturing and installations, availability of custom profiles, safety glass availability, weather permitting and any unforeseen circumstances may cause undue delays.

4.5 Manufacturing and installation dates is an estimate only. Herein the Company will not be bound by such date, but will make reasonable efforts to deliver the goods timeously. Customers will be notified accordingly on progress.

5. INSTALLATION / BREAK OUTS / DISPOSAL

5.1 The Invoice is the price of manufacturing and supply only. Should the Customer require additional services ie installation, break out (ie removal of current fittings), disposal, plaster, etc, the Customer will be charged a reasonable fee, which fee must be paid before commencement of installation.

5.2 The Company will not be held responsible for the indecisive decisions made by the Customer re: colour of aluminium, designs and type of opening.

Any changes, added openings, glass changes, etc will attract extra costs which will be required to be paid immediately on presentation of an invoice. Since the order will be combined, we will treat the order as one complete order.

5.3 The Company shall inform the Customer of the expected date of installation. The Customer shall provide the Company access to all working areas at all times during the installation process.

5.4 The installation will result in dust and debris as its minor construction work. The Customer shall be responsible and liable for the removal of all valuables, frames, furniture, glass décor, blinds, curtains and the like to be removed from the area of installation.

5.5 All installations are done meticulously, aligned, and tested for waterproofing and inspected by the Customer/Representative before departing from site. The Customer will be required to confirm that all is in order before the Company employees leave site.

5.6 The Customer will have a period of sixty (60) days to inform the Company in writing of defects, latent or patent, together with proof of the defect (images & videos) to enable us to resolve the issue.

6. INDEMNITY AND LIABILITY

6.1 During installation, the Company and its representatives will take the necessary precautions to ensure there is no undue damage to the site. However, its possible that tiles may break, walls may need to be extended to accommodate installation. All installations will be conducted and installed into the brickwork and aligned and level for ease of operation. Unless quoted and paid for, the Customer will be responsible for plastering the gaps/spaces, paint, prepare plaster, and waterproof, if required. The Customer shall not operate the fittings until the plaster is completed and hardened to avoid non-alignment of all fittings.

6.2 Should the Customer add on plaster, it will be plaster only on the reveal and silicone on the edging. The onus once again will be on the Customer to get a qualified contractor/painter to prep the wall for painting and finishing touches.

6.3 The Customer shall ensure that all pets are kept in a safe area. We encourage this to avoid accidents and trauma to pets and also allow the workman to work comfortably. Kindly note that installation attracts drilling, broken glass, debris, dust, etc.

6.4 The Customer will advise the Company workman the allocated area to store the debris.

6.5 Once the order is ready for installation and the Customer is not, the Customer shall effect payment of the full amount due. On receipt thereof the Company will deliver the order to site and await installation instructions from Customer. The Customer will be fully responsible and liable for any and all damages once order is delivered onsite.

6.6 All installed goods remain the property of the Company until full payment is received. The Customer acknowledges and agrees that ownership rights are retained by the Company until payment is made in full. In the event of non-payment, the Company reserves its right to enter the Customer's property to repossess any installed goods. The Customer acknowledges, agrees, indemnifies and grants the Company an irrevocable license to access the premises for this purpose.

6.7 The Company and employees will not be held responsible or liable for any damages incurred during the repossession process ie removal of fixtures from the building. Any indulgence granted herein shall not be construed as a waiver of this condition.

7. RISK AND OWNERSHIP

7.1 Risk and Ownership of all goods shall pass to the Customer on receipt of all payments.

7.2 The Customer will be liable for maintaining the goods in a manner appropriate for the material.

8. GUARANTEE/WARRANTIES

8.1 The Company guarantees that it only utilize AAMSA approved aluminium to fabricate all aluminium windows and doors.

8.2 All hardware, mechanisms, manufacturing components, adhesives, etc are of superior quality.

8.3 The Company guarantees that all the items invoiced will be manufactured simultaneously and be of the same shade.

8.4 The Company offers a 12 months warranty on all installations. This excludes normal wear and tear, lack of maintenance, misuse, abuse, negligence and any other unforeseen acts.

8.5 Our warranty is only valid on goods manufactured and installed by the Company.

8.6 The Company does not grant warranty on repairs to any aluminium windows, doors, mechanisms, etc. that has been manufactured but not installed by the Company.

9. LIMITATION OF LIABILITY

9.1 Neither the Company nor any of its representatives, employees shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise suffered by the Customer, his family and invitees arising from any cause in connection with the manufacture, delivery and/or installation of the goods.

9.2 When replacing existing window/door frames the installer will not be liable for damage to tiles, DPC (damp proof coursing), brick walls, wallpaper or wall paint, plumbing, electrical wires, burglar bars, security gates, alarm wiring, etc on installation. However the employees will conduct the installation with the utmost care.

9.3 The Company will not be held liable for supply only orders. The Customer will on collection, inspect all items, acknowledges, and agrees that all items are as per agreed order. The Customer shall be responsible to any or all damages to the goods on collection. This includes but not limited to damages caused by transportation, installation, handling.

9.4 Should a Customer choose a manufacture and supply only option, the Company will manufacture, assemble and test the items for smooth operation before collection by the Customer. The onus will fall on the Customer to ensure that the installation is done meticulously to ensure smooth operation of items. The Company will not be held liable for the unprofessional and/or diy "do it yourself" installation and damage to the items supplied. Furthermore, should the Customer thereafter require remedy to the self installation, the Company will conduct the matter as a new order, assess the repair and quote the Customer. Once the Customer effects payment in full of the cost of repair/replacement aluminium, glass, hardware and any other supplies required, call out fee and installation costs, the Company will schedule and undertake the repair.

9.5 Should installation require construction work ie breakage of wall, under pinning roofing trusses, wiring, plumbing and/or anything that prohibits a clear installation, the onus falls on the Customer to ensure that all surrounding area is secured to allow for the smooth installation of the aluminium fixture.

9.6 The Customer will be responsible for the cost of hiring scaffolding (if needed) and all elevation equipment needed to execute installations above two (2) storey buildings.

10. BREACH AND CANCELLATION

10.1 Should the Customer breach any of the terms and conditions contained herein, the Company shall, at its discretion and without prejudice to any other right which it may have in law, have the right to:

10.1.1 enforce or cancel the contract forthwith and/or sixty (60) days from date of invoice, without notice to the Customer.

10.1.2 Dispose of the goods and recover all damages which the Company has suffered. All goods are custom made to size and cannot be used therefore disposal is the Company's only alternative.

10.1.3 The deposit paid shall be held as damages, despite the fact that such damages may exceed the deposit paid.

10.1.4 There shall be no cancellation of orders, once the deposit is paid and/or order is manufactured and installed. The Company will not return nor refund on Custom made items due to the Customer's change of mind, incorrect sizes provided by the Customer and/or subjective dissatisfaction with the final look.

11. JURISDICTION OF THE MAGISTRATE'S COURT

11.1 The Company will be entitled to institute legal proceedings out of the Durban Magistrates Court alternatively if the jurisdiction falls out of the Durban area, the Company will be able to institute proceedings from any other Court of competent jurisdiction.

11.2 Should the Company grant the Customer indulgence in "good faith" and permit collection of goods and/or has installed goods and thereafter the Customer refuses or does not effect payment, the Company shall at its own discretion without notice to the Customer proceed legally in a manner that it sees fit to recover the debt therein. The Company reserves all its rights herein. Any indulgence granted by the Company shall not be construed as a waiver of this condition.

11.3 The Customer shall be liable for all legal costs incurred by the Company, including but not limited to debt collection, attorney and client costs, collection commission, legal fees and all other fees to institute any legal action against the Customer to enforce this Contract and the Company's rights herein without prejudice. Furthermore, the Customer acknowledges and agrees that the Customer will be responsible and liable for all costs of legal proceedings, whether such proceedings are instituted by itself or the Company.

12. DOMICILIUM CITANDI ET EXECUTANDI

The domicilium citandi et et executandi for the Parties are as follows

Company: as reflected on the invoice

Customer: the site where the goods to be installed or as advised by the Customer

13. GENERAL CONDITIONS

13.1 The parties hereto namely the Company and Customer acknowledge and agree that this Addendum of the Terms and Conditions together with the Invoice generated is a final and binding legal Contract between the Company and Customer.

13.2 Notwithstanding that the terms and conditions contained in the Customer's initial order may differ from the terms and conditions herein contained, the conditions contained herein shall always be the final and binding terms and conditions of the contract between the Company and Customer.

13.3 If any of the terms and/or condition herein contained shall be invalid, the same shall not invalidate the remainder of the contract.

13.4 In the event of a breach of the Contract, the Company at its sole discretion shall investigate, document, collate all correspondence, obtain affidavits, from the different departments and present it before the Company's finance, legal, administration Board of Members. The decision by the Company Board shall be full and final and binding on both the Company and Customer. The Company herein reserves its right to claim further damages for losses incurred.

13.5 No concession, latitude or indulgence permitted by the Company to the Customer shall be construed as a waiver or abandonment of any of its rights contained in this Terms and Conditions.

13.6 Any variations to the order after manufacturing has commenced will attract additional cost and be for Customer's account. The amount must be paid in full before proceeding further with manufacturing.

13.7 All plan elevations and window and door schedule drawings of products are always viewed from outside. The ordered will be manufactured and supplied according to the schedule.

13.10 Any changes to fixture size ie increase by 100mm, changes to glass specifications quoted for, feature handles, locks, etc and/or any other decisive changes by the Customer that's not quoted for will be regarded as extras and on will attract additional charges, which amount will become due owing and payable on presentation of an invoice.

13.11 Any changes to design of the fixtures will attract additional charges, which amount will become due, owing and payable on presentation of an invoice.

13.12 The Customer hereby warrants that the information, contact details and all information supplied is true and correct in each and every respect.

14. DISCLAIMER

The Company shall not be held liable for any consequential or indirect loss or damage, including but not limited to loss of profits, arising from delays, defects, or any other circumstances beyond the Company's reasonable control. The Customer acknowledges that they have relied on their own judgement in selecting products or services to meet their specific requirements.

The Company at its own discretion hereby reserves its right to amend and update the Terms and Conditions from time to time to make it conform to the rules and regulations of the Company.