

## 1. General

- 1.1. Unless specifically varied in writing and agreed to by both parties, all work performed by Pride Precast (Pty) Ltd ("Pride Precast") for the client ("the services") is **subject** to these terms and conditions ("terms") read with the quotation sent to the client by Pride Precast ("tender"). Should the price of materials relating to the services change, the tender will be adjusted to reflect these changes in prices. Save as aforesaid, no changes to the tender shall be of any force or effect unless reduced to writing and agreed between the parties.
- 1.2. Should it be necessary to remove or demolish any surface, surface drain, rockery or other installation that prevents or obstructs the erection of the wall; the demolition and restructuring of same shall be the responsibility of the client.
- 1.3. Should any work in addition to that agreed upon in the tender be required, the cost of such work shall be determined and a new quotation sent to the client for acceptance before such additional work is commenced and the terms shall continue to apply.
- 1.4. The client hereby agrees to accept electronic documentation and shall receive all relevant information, such as invoices and delivery notes, in a PDF format by email.

## 2. Permissions, Building Plans and Land Surveyor Costs

- 2.1. The client, through the acceptance of the tender, hereby agrees that all requirements which are legislatively required have been met and any fines imposed, on either the client and/or Pride Precast due to the lack of such approval, are for the clients own account. Pride Precast shall not be held liable for any prosecution and/or any costs incurred for the execution of the directions and/or instructions provided by the client
- 2.2. Should any authority require a survey, identification certificates or a registered land surveyor to identify site beacons of the clients' property, the client shall be liable for any charges in connection therewith.
- 2.3. Should any authority require plans to be drafted, submitted and approved prior to Pride Precast installing any walls as per the tender, it is herewith agreed and understood that this is the sole responsibility of the client, both for the application as well as payment of any fees due to such authorities.
- 2.4. It is the sole responsibility of the client to attain such surveys, plans and certificates.

## 3. Warranties and Guarantees'

- 3.1. It is agreed that no representations, inducements or warranties, verbal or written, other than those contained in this document have been made or imported into the terms.
- 3.2. Pride Precast guarantees their workmanship against any patent and/or latent defects for a period of 24 (Twenty-Four) months from completion. After which period, Pride Precast shall not be held liable for any patent and/or latent defects, or for any departure from the original plan or specification.
- 3.3. Pride Precast shall not be liable for any delay, or damage caused, due to a shortage of essential material, inclement weather or any other cause whatsoever, including but not limited to loss of water and/or electricity. Pride Precast undertakes to notify the client of their intention to commence work ("the commencement date") or recommence work should there have been a delay.
- 3.4. It is understood that the precast wall ("wall(s)") may not be used as a retaining wall in any manner whatsoever.
- 3.5. Pride Precast shall not be liable for any loss or damage resulting from ground subsidence and the client hereby indemnifies Pride Precast against any loss or damage resulting from such.
- 3.6. Should the client install barbed wire or electric fencing installed on top of the wall, Pride Precast shall not be responsible for any damage to the wall or for the grouting falling out due to such installation. Should the wall require repair the client will be charged a minimum call out fee as set out on the Pride Precast Website and amended from time to time.
- 3.7. Pride Precast undertakes to leave the site in a clean condition but shall not be liable for the removal of any rubble or refuse resulting from excavations necessary to complete the work. Where the client requires Pride Precast to remove such rubble, an agreement on the cost of removal shall be reached between the parties and reduced to writing subject to the terms
- 3.8. The client and/or its agent shall clearly and succinctly indicate to Pride Precast, its salesman, or other authorised representative, the positioning of the agreed walls. Price Precast relies solely on the client's instructions in this regard and the client shall be solely responsible for any wall or erection which encroaches on any neighbouring property.
- 3.9. In the event of the client or his agent not being present at the start and/or during building operations, Pride Precast is entitled to erect the works in accordance with its own discretion and it is agreed that such works are erected at the sole risk of the client

## 4. Tenders

- 4.1. The agreed upon price is in respect of a site cleared of all obstructions at the commencement of building operations, whether such obstructions are above or below ground level.
- 4.2. Should the client fail to clear the site and it is necessary for Pride Precast to do so to proceed with the agreed upon work, the client shall be charged a clearing rate of R500.00 plus VAT per hour. In addition, the cost of any compressor and/or specialist tools required to clear the site of obstructions shall be for the client's own account.
- 4.3. Should the client fail to clear the site as agreed prior to the date work was to commence, Pride Precast shall have the right to, without prejudice to any other rights it is entitled to herein, leave the site without commencing work. The client shall be liable for a call out fee in the sum of R 1 000.00 plus VAT in respect of the wasted transport and labour costs.
- 4.4. The tender is further based on the ground being normal pickable soil. Should it be other than normal, pickable ground the client shall be liable for any additional labour costs or tool hire.

## 5. Deposit

- 5.1. A deposit to the value of 70% of the total agreed upon price shall be payable to Pride Precast on signature of this tender, or at the sole discretion of the Director/s of Pride Precast. Payment of such a deposit shall indicate an acceptance and understanding of the terms as set out herein.
- 5.2. In the event of the client cancelling the services to which the tender and terms relate on less than 7 (seven) calendar days preceding the commencement date, the full deposit shall not be refundable to the client.

## 6. Payment

- 6.1. Any outstanding amount shall be payable upon presentation of the invoice. Until the agreed price and all subsequent charges have been paid in full, all walling and other goods installed shall remain the property of Pride Precast and may be removed without further notice.
- 6.2. Should the tender be for the supply of materials excluding installation, the client agrees that such delivery or collection of said materials shall only take place once Pride Precast has received proof of payment for the full amount due and said amount reflects in the account of Pride Precast as appear in these terms
- 6.3. Should the client hold an account with Pride Precast, the client shall receive invoices monthly for materials provided. Payment for deliveries and/or collections for account holders are payable upon presentation.
- 6.4. Should an alternative payment arrangement be required, an application shall need to be completed by the client. Approval thereof is at the sole discretion of the Directors of Pride Precast.
- 6.5. Any amounts not paid timeously in accordance with these terms shall accrue interest in the amount of 15.5% compounded monthly. This interest shall accrue from the time the client is placed in mora up until the full outstanding amount is paid in full.

## 7. Breach

- 7.1. Pride Precast is entitled to cease work or withhold ordered goods from the client should the client fail to make any payment when that payment is due in terms of these terms.
- 7.2. Should the client fail to make payment upon completion of the job as provided for in clause 6.1 hereof an additional amount equivalent to 10% of the outstanding balance shall be payable by the client to Pride Precast in respect of liquidated damages (which are not a punitive penalty or payment) ("the liquidated damages"). The liquidated damages constitute minimum damages that Pride Precast would suffer pursuant to the client's breach of these terms and Pride Precast shall be entitled to claim further damages as it may suffer in excess thereof.
- 7.3. The client shall be liable for all legal expenses that are incurred by Pride Precast to recover any outstanding amounts owed to it by the client in addition to any outstanding amounts for services rendered.
- 7.4. Pride Precast may revise these terms and conditions from time-to-time. Revised terms and conditions will apply from their date of publication on the Pride Precast website. Please check this page regularly to ensure you are familiar with the current version.

## 8. Bank Details:

Account Name:	Pride Precast (Pty) Ltd	
Bank Name:	ABSA	FNB
Account Number:	4079371270	62763780296
Branch Code:	632005	254005
Reference:	Tender Number and Surname	