

# Our Standard Terms and Conditions

Standard Terms and Conditions for Supply of Services. These Terms and Conditions shall apply to all contracts for the supply of Services and Good.

## 1. INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 “Customer” means any person who purchases Services from the Supplier;
- 1.2 “Supplier” means FR Development and Roofing (Pty) Ltd of 23c Main Road, Tenacres, Randfontein 1759

## 2. GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services and Goods by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 All Products used are SABS approved.
- 2.4 The Party signing the Job card after completion of work done warrants that they are duly authorized to do so if signing in a Representative capacity on behalf of any other entity, if the necessary authority should be found to be Lacking for whatsoever reason, the undersigned party will be liable in his and or her personal capacity and FR Roofing and Development reserves the right to enforce any amount due and payable, joint and severally against the applicable parties.
- 2.5 Please note that this quote excludes any unseen or hidden problems and or issues which may affect the quoted work undertaken. Should any additional remedial repairs need to be undertaken that could not be seen prior to the work commencing, an additional quotation will be submitted.
- 2.6 Clients are strictly not allowed on site during, after working hours or on weekends, as this is a safety hazard, employees will take **NO** instructions from clients only from the Foreman on site. No client and or 3<sup>rd</sup> party are allowed on site except with written approval along with a Site Induction from the Safety Officer on site. **FR Development & Roofing** will take no responsibility whatsoever if clients tamper or manipulate site or work completed. If that is the case refer to T & C s Nr 2.5.
- 2.7 If the Client requires any additional work or alterations other than as specified in the quote, he/she shall advise FR Development & Roofing and FR Development & Roofing shall provide the client with a new quotation.
- 2.8 Unspecified areas are excluded from the above quotation.
- 2.9 Maintenance and duty of care needs to be undertaken to all repairs and waterproofing performed by FR Roofing & Development every 5 -7 years at the expense of the above client. FR Development & Roofing will contact the client every 5 - 7 years to inspect and do maintenance to the original

waterproofing / roof repairs. We would like to stress that should FR Roofing & Development fail to contact the client; the onus is on the client to ensure that FR Roofing & Development is contracted to do the appropriate maintenance on the specified due dates.

- 2.10 Amendments to the above quotation are only valid when reduced in writing and signed by both parties.
- 2.11 Should the quotation submitted not be accepted in its entirety, FR Development & Roofing retains the right to amend the guarantee before commencement of work.
- 2.12 The above quotation does not include under-tile insulation unless specifically pointed out and quoted for by FR Roofing & Development.

### **3. PRICE AND PAYMENT**

- 3.1 Any Goods delivered, or material used in supply of service remains the property of FR Development and Roofing (Pty) Ltd until paid in full.
- 3.2 Services are booked / scheduled once the agreed deposit has been received
- 3.3 Client undertakes to settle the account in full on presentation of final invoice by FR Development & Roofing or per signed payment agreement by FR Development & Roofing. With a signed payment agreement between FR Development and Roofing and the Client, no late payments will be accepted and therefore legal action will be taken without further notice if fail to commence with payment, unless further written agreements is made with the Financial Director of FR Development and Roofing (Pty) Ltd.
- 3.3 The Supplier reserves the right to modify, update or run promotions on any service at any time. The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Customer. Under no circumstances shall the Supplier refund the difference should the price of that service decrease.
- 3.4 Quotations valid for 30 days.
- 3.5 All prices include Rubble Removal and Site Cleaning.
- 3.6 If there is any change in material or material costs since acceptance of quotation FR Development and Roofing have the right to withdraw or modify the Quotation without prior notice;

### **4. CUSTOMERS OBLIGATIONS**

To enable the Supplier to perform its obligations the Customer shall:

- 4.1 Co-operate with the Supplier;
- 4.2 Provide the Supplier with any information reasonable required by the Supplier;
- 4.3 Allow full and free access to work area during the service / contract period;
- 4.4 The Customer takes full responsibility to remove all items of furniture / fittings / fixtures / vehicles / plants etc. to alleviate any damage that could occur during the course of the contract / Service;
- 4.5 Comply with such other requirements as agreed between the parties.

## **5. SUPPLIERS OBLIGATIONS**

- 5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

## **6. LIMITATION OF LIABILITY**

- 6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier of death or personal injury. However, the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Service.
- 6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss offered by the Customer howsoever as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 6.3 Although extreme caution will be taken when working near TV cables, FR Development & Roofing will not be held liable for damages to them as most times these cables are brittle and worn from exposure to sunlight.

## **7. CANCELLATIONS**

- 7.1 Returns / refunds policy: Where a Customer cancels the service / contract after deposit have been paid within 24 hours after acceptance will have a 10% cancellation fee charged to the Customer (To cover our bank and admin charges), as well as deduct if any incurred costs / ordered material / contracted subcontractors, in which case a maximum of 50% or balance after costs will be refunded. Cancellation of contract while on site is non-refundable.

## **8. FORCE MAJEURE**

- 8.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **9. SUB-CONTRACTING AND ASSIGNMENT**

The Supplier can at any time, assign, transfer, sub-contract or deal in any other manner with any or all of our rights under these terms and conditions and can sub-contract or delegate in any manner any or all of our obligations to a third party.

## **10. WARRANTIES AND GUARANTEES**

All warranties or Guarantees are covered by the following clauses, unless differently in writing by the Supplier (FR Development and Roofing (Pty) Ltd)

- 10.1 The guarantee will only be issued once the invoice has been paid in full.
- 10.2 Paint  
The Supplier will uphold any specific product warranty / guarantee offered by the original product manufacturer / supplier
- 10.3 Roofing  
The Supplier will uphold any roofing warranty / guarantee as reduced and agreed to in writing by the Supplier
- 10.4 Waterproofing  
The Supplier will uphold any specific product warranty / guarantee offered by the original product manufacturer / supplier
- 10.5 Ceilings  
The Supplier will uphold any ceiling warranty / guarantee as reduced and agreed to in writing by the Supplier
- 10.6 The Supplier cannot accept any liability for warranty / guarantee on any material / products supplied by the Customer.

**11. ANY WARRANTY / GUARANTEE (WRITTEN OR OTHERWISE) DO NOT APPLY AND MAY BE NULL AND VOID IF ANY OF THE FOLLOWING OCCUR:**

- a) The products / materials / repairs or accessory is damaged by a natural disaster including but not limited to, Damage due to Forces of Nature (Act of God); earthquake, lightning, hail, wind-storm, hurricane, tornado, Fire and Explosion; faulty or damaged plumbing not installed by FR Development and Roofing (Pty) Ltd; violent protests and or Strikes or flood or:
- b) The products / materials / repairs or accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
- c) A deficient pre-existing condition or equipment is causing the failure
- d) There are any alterations or repairs made on or through the completed project, or objects such as but not limited to fixtures, equipment or structures as placed on or attached to the completed structure without first obtaining written authorization from FR Development and Roofing (Pty) Ltd
- e) Failure by the Owner or his lessee to use reasonable care in maintenance of the structure or completed repair
- f) Loss of integrity of the building envelope, or structure including but not limited to partial or complete loss of decking, wall siding, windows, doors or other envelope components or from damage by windblown objects, or:
- g) Any damage occasioned by abnormal causes or agencies, including non-specified traffic, interference by third parties, including abnormal use and design faults
- h) A significant change in the use of the building by the Owner or his lessee expected by FR Development and Roofing (Pty) Ltd
- i) The products / materials / repairs or accessories are damaged by contaminates and/or spills, or:
- j) In the case of Roof Repairs / Waterproofing – a regular (biannual)

maintenance Inspection by FR Development and Roofing (Pty) Ltd or their appointed contractors to inspect and assure integrity of repairs / service carried out or to affect any maintenance or additional action required to maintain integrity of repairs / service carried out

The cost of these regular (biannual) inspections will be for the account of the Customer at a rate of R4 500.00 per inspection OR signing a Maintenance Contract with the Supplier directly after Roof Repair / Waterproofing was done, then no biannual inspection cost will be applicable unless agreed to differently in writing by the Supplier

- k) Should the waterproofing and or work done by FR Development and Roofing be tampered with by any client and or third party
- l) The client must keep the roof and gutters free from leaves and debris. (Storm water outlets to be kept unobstructed)
- m) No guarantee on rust, damp or cracks that is caused through Forces of Nature (Act of God) and or wear and tear. Should rust be found on a roof, the guarantee will become null and void after application of Waterproofing. Should hail holes be found on the waterproofing the guarantee will become null and void and repairs can be claimed from insurance.
- n) The Owner fails to comply with every term and condition stated herein.

## **12. SEVERENCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **13. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African courts.

## **DISCLAIMER**

On acceptance of Quotations or payment of deposits or invoices for services rendered – Customers are deemed to have read / understood and accepted these terms and conditions as set out above.