

1. The Quotation:

- 1.1 Unless otherwise specified, quotations are valid for **30 (thirty)** days.
- 1.2 This quotation is strictly for work mentioned herein and any additional work will be detailed in a separate quotation and added as an **annexure** to this quotation.

2. Acceptance of the Quotation

- 2.1 Acceptance of the Quotation and the Terms & Conditions are to be clearly indicated with the Customers signature.
- 2.2 Any instruction received and / or acceptance of the Quotation will constitute acceptance of the Terms & Conditions.
- 2.3 A 50% deposit will be required prior to commencement of the work.

3. Quotations and Variation to the Price

- 3.1 Prices Quoted are dependent on “**normal**” circumstances. If unforeseen issues require additional work to be carried out HMC WORKS reserves the right to charge for additional labour as required.
- 3.2 Customer will always be consulted before any additional work takes place.
- 3.3 Interruption of normal working hours or stoppages during the project period by the client or client’s staff will be billed as an extra i.e labour, fuel and extra cost.

4. Commencement and Completion Dates

- 4.1 HMC WORKS can give an indication of a commencement date but same can only be confirmed and booked once the following has been received:
 - 4.1.1 Signed copy of the Quotation
 - 4.1.2 Signed Terms & Conditions
 - 4.1.3 Proof that the 50% deposit has been paid
- 4.2 Dates specified for the commencement and completion of projects are estimates only. HMC WORKS use all reasonable endeavours to ensure that it will attend to the date and time agreed.
- 4.3 HMC WORKS are not responsible for any delays in starting or completing projects affect by weather conditions, load shedding, power outages, water interruptions or restricted access

5. Provision of Material and Equipment

- 5.1 Unless otherwise stated on face hereof, HMC WORKS shall provide all materials and tools necessary for the proper execution of the work
- 5.2 Should the customer wish to supply any materials, or equipment, and/ or accessories to be utilized in the work, HMC WORKS shall not be responsible for any defects thereto, nor the quality thereof. Extra costs incurred through the use of such shall be for the customer’s account.
- 5.3 The materials, equipment and tools stored by HMC WORKS on the clients premises remains the property of HMC WORKS at all times.

6. Payment Terms and Conditions

- 6.1 All Materials utilized are important and all duties paid in advance
 - 6.1.1 50% booking deposit is required
 - 6.1.2 25% progress payment on commencement day
 - 6.1.3 15% progress payment when the project is 50% complete
- 6.2 A commencement date will only be confirmed once the deposit has been paid into our account, details of which are mentioned below. HMC WORKS needs sufficient time to order materials necessary for the project.
- 6.3 Please do regular inspections during the duration of the project and bring any problems under the attention of the of the site supervisor or project manager in order for us to rectify same immediately.
- 6.4 Balance must be paid immediately upon completion and no payments can be withheld until a final inspection has been done.
- 6.5 If the period of non payment exceeds 7 days, legal action will be taken
- 6.6 All goods remain the property of HMC WORKS until the final payment has been made

7. Limitation and Liabilities

7.1 HMC WORKS Liabilities shall be limited to

7.1.1 Repair and Making good of any defects

7.1.2 Liability for personal injuries resulting from negligence in the course of carrying out duties

8. Guarantees

8.1 Products used have product warranties supported by the suppliers. This means that the supplier will replace the product free of charge should the product fail

8.2 HMC WORKS provides the workmanship guarantee that we have installed all products as per specification.

8.3 Unless otherwise stated, workmanship is guaranteed for 12 months, except for the following exclusion:

8.3.1 Damage or loss caused by vandalism, negligence, theft or accident

8.3.2 Damage or loss caused by any incident that would normally be covered by the clients own insurance policy

8.3.3 Where any other person, contractor, or service provider has examined, repaired, worked on or been involved in any way without the prior written consent of HMC WORKS.

8.3.4 Unpaid invoices or overdue amount due to HMC WORKS

8.3.5 Damage either directly or as a consequence of storms, flooding, power surges and lighting strikes.

8.4 All guarantees are only applicable to those areas HMC WORKS worked on. HMC will therefore not be held responsible for any structural and / or any further roofing or wall structure degradation caused by inclement weather conditions, acts of nature any "Force Majeure" or structural movements.

9. Important information:

9.1 Electricity, water, storage and toilet facilities must be provided on site by the client

9.2 Due to the nature of our business a **PORTABLE TOILET** can be arranged and place on site for our construction workers to use. Additional cost of **R1500.00** per project.

9.3 Hmc will endeavour to prevent damage to electrical cables, water pipes, tiles, paving, carpets etc. Not HMC WORKS or its management or an employee will be held responsible for repairs to anything damaged during the process.

9.4 HMC WORKS endeavour to work as clean as possible and as efficiently as possible. It is however the clients responsibility to try and move or cover carpets, plants etc to ensure that they are not damaged. HMC WORKS will take no responsibility for damages caused by liquids, building material, dust etc to the clients property

10. Termination

10.1 This service shall continue until completion of the work

10.2 Either party may terminate the service with immediate effect if the other party commits a breach of these terms which (if capable to remedy) is not remedied within 30 days from giving written notice to the other party of such breach.

10.3 Without prejudice to the generality of condition 10.2, HMC WORKS Shall be entitled to terminate the service by notice with immediate effect if any sum payable to HMC WORKS remains unpaid for more than 1 day after the date on which such payment became due.

10.4 Where the service is terminated pursuant to condition 10.2, the client shall pay HMC WORKS (without prejudice to any other rights we may have) all fees, charges and expenses that have been invoiced prior to the date of giving notice.

11. Cash and payments made in our account

11.1 Cash handling fees charged by our bank for cash deposit will be added onto the clients invoice. Please enquiry with us before making cash deposits into our bank account

12. Working Hours

- 12.1 Work to be carried out during normal working hours 8:00 – 16:30
- 12.2 Lunch break on 30 minutes every day
- 12.3 Work scheduled out of normal office hours at the clients request will be charge at after hour service rate

13. Product and Product Handling

- 13.1 HMC WORKS shall provide all material, labour, hand tools, equipment (including safety equipment) and supervision necessary to prepare and complete all projects
- 13.2 All necessary measurements will be taken prior to ordering materials or laying out the work
- 13.3 Paint and tile colour matching will be done as close as possible, otherwise it is the responsibly of the client to provide details of the manufacturer with the type and colour code.
- 13.4 Paint will be delivered on site in unopened containers which bears the manufacture’s name and product description.

14. Our Banking Details

Please use the following banking details as stipulated on your quotation
STANDARD BANK BUSINESS BANKING
CURRENT ACCOUNT NO 1014 884 9243
BRANCH CODE 051001

15. Project Photo’s

Before, during and after photos will be take of every project. These photos’ can be displayed on our website and Social Media accounts.

I _____ (full Name) _____ (ID no)

Of _____ (Address)

Hereby accept Quote no: _____

In the amount of: _____

A 50% deposit of: _____ Has been paid (Proof of payment attached)

25% progress payment of: _____ Will be paid on commencement date

15% progress payment of: _____ Once the project is 50% complete

Final payment 10% _____

I agree to the terms and conditions, undertake to pay the final amount of _____ upon completion. I understand that regular inspections must be done and that NO PAYMENTS CAN BE WITHHELD ON COMPLETION FOR WHATEVER REASON.

Preferred Commencement Date _____

Full Names

Signature

Date