



Hi-Tech Doors (PTY) LTD

TERMS AND CONDITIONS OF SALE AND INSTALLATION

1. ENTIRE CONTRACT

1.1 These terms and conditions constitute the entire contract between Hi-Tech Doors (PTY) LTD and the PURCHASER, and may be varied only in writing and signed by the PURCHASER and a duly authorized Director of Hi-Tech Doors (PTY) LTD.

2. PRICES AND DISCOUNTS

2.1 The goods are sold by Hi-Tech Doors (PTY) LTD to the PURCHASER at the price quoted in Hi-Tech Doors (PTY) LTD quotation (the "CONTRACT PRICE"). The CONTRACT PRICE is inclusive of VAT.

2.2 The CONTRACT PRICE shall remain firm for acceptance for a period of 14 days where after Hi-Tech Doors (PTY) LTD reserves the right to increase the price without prior notice to the Purchaser.

2.3 Hi-Tech Doors (PTY) LTD may allow discounts, alternatively rebates, as specifically agreed upon provided that such discounts or rebates shall not be allowed on any goods where payment for same is overdue.

2.4 The quoted price is based on the prices of material as on the date of issue of the quotation and in some cases subject to changes which do not fall within the control of the supplier. The supplier undertakes to inform the customer of any changes in prices as soon as the supplier becomes aware of same.

2.5 Orders are binding on the customer once the supplier has ordered the specific size material and the order has been honoured by the supplier (including material already cut to ordered sizes or material already installed), in which case orders cannot be cancelled partially / wholly.

2.6 Should the customer provide the measurements him/herself, Hi-Tech Doors (PTY) LTD, cannot be held responsible for incorrect sizing of the material. In order to ensure correct measurements, it is advised that Hi-Tech Doors (PTY) LTD takes the measurements.

2.7 All quotations are based on the assumption that the surface is ready for installation. Should your surface not be ready for installation, clear instructions must be given to Hi-Tech Doors (PTY) LTD with regards to the work required to be done or whether furniture must be moved before and/or after installation. Specific instructions must be brought to the attention of Hi-Tech Doors (PTY) LTD in order to quote on all required work to be done.

3. PAYMENT AND INTEREST

- 3.1 Unless otherwise agreed in writing, payment of 75% Deposit required on ACCEPTANCE, on the CONTRACT PRICE. The 25% shall be made before installation, or on delivery of the goods, whichever is applicable.
- 3.2 Interest at the rate of 2% per month shall accrue to all overdue amounts. The PURCHASER shall not be entitled to withhold payment of any monies due to Hi-Tech Doors (PTY) LTD in terms of this contract, in the event of a dispute arising between the parties.

4. DELIVERY AND INSTALLATION

- 4.1 Time shall not be the essence of the contract. The PURCHASER acknowledges that the time of the delivery is dependent on the availability of the goods/materials. Any delivery/installation date stipulated is an estimated delivery date. Delivery will be communicated with the Purchaser.
- 4.2 Any electrical power required for the installation of the goods shall be provided by the PURCHASER to Hi-Tech Doors (PTY) LTD on request free of charge.
- 4.3 Hi-Tech Doors (PTY) LTD shall in no way be liable in the event that the electrical power installation, relating to the goods, does not conform with Municipal Regulations. If whilst installing the goods, Hi-Tech Doors (PTY) LTD in its sole and absolute discretion considers that the structure in question or any portion thereof is not suitable for such installation whether by reason of inferior timber, plaster or brickwork or for any reason whatsoever, Hi-Tech Doors (PTY) LTD may call upon the PURCHASER to remedy the position at the latter's sole cost and expense.
- 4.4 In the event of goods being (a) railed or transported by a third party to a destination; or (b) delivered by Hi-Tech Doors (PTY) LTD to site, then delivery shall be deemed to have taken place in the case of (a) at the railway station or place of origin of sending, and in the case of (b), at the destination site.
- 4.5 The Purchaser hereby acknowledges delivery of goods/services, in good order. The Purchaser is fully satisfied with the manner, date, time and location of the delivery. The Purchaser confirms that he has inspected the goods, service and that the goods are of a type & quality as ordered.
- 4.6 The supplier will not proceed with work until such time as price changes have been communicated and authorization has been obtained to proceed.

5. RISK AND OWNERSHIP

- 5.1 All risk or losses, deterioration and destruction of the goods shall pass to the PURCHASER on delivery thereof.

5.2 The material, including movable and immovable property, will remain the property of the supplier until such time as all outstanding amounts have been paid by the customer.

5.3 In the event of the PURCHASER referred to above being sequestrated or liquidated then this clause shall be deemed to be the requisite timeous written notice by Hi-Tech Doors (PTY) LTD to the PURCHASER that Hi-Tech Doors (PTY) LTD reclaims the goods.

5.4 Should the PURCHASER fail and/or refuse to take delivery of the goods when delivery thereof has been tendered by Hi-Tech Doors (PTY) LTD, then; the risk in the said goods shall immediately pass to the PURCHASER and the PURCHASER shall be liable for the safe storage of such goods.

6. GUARANTEE

6.1 Hi-Tech Doors (PTY) LTD shall, subject to these terms and conditions and for a period of 1 year calculated from the date of completion, subject to the products being purchased new from Hi-Tech Doors (PTY) LTD, rectify any details in the installation where such defect is due to faulty workmanship on its part or defective materials, on receipt of a written notice to this effect.

6.2 Repairs or services on products older than 1 year, or that was not purchased from Hi-Tech Doors (PTY) LTD, shall carry a guarantee of 30 days. Such rectification to be carried out during normal working hours. Our products should be installed by persons qualified to do so. Do-it-yourself jobs are not covered by our warranty.

6.3 To be a valid guarantee claim, the claim must be supported by the client's original invoice.

6.4 The guarantees referred to above shall be of no force and effect in the event that:
The PURCHASER has failed to make timeous payment for the goods supplied and services rendered; or
The installation or the goods themselves have been worked on or in any way tampered with by any persons other than Hi-Tech Doors (PTY) LTD.

6.5 **The following items are expressly excluded from the guarantee referred to above:**

- The warping, shrinking, discoloration or swelling of Timber products;
- Damage to or the malfunction of automatic operations supplied by Hi-Tech Doors (PTY) LTD as a result of the mechanical failure or otherwise of existing mechanism(s) not supplied by Hi-Tech Doors (PTY) LTD;
- Transmitter(remote) batteries, 12V batteries(garage, gate motors, etc.), and globes for courtesy lights supplied;
- Damages caused to pc boards due to electrical power surges.
- No representations or warranties made by Hi-Tech Doors (PTY) LTD, its agents or employees to the PURCHASER, shall be binding on Hi-Tech Doors (PTY) LTD, unless reduced to writing and signed by the PURCHASER and duly authorized by the Director of Hi-Tech Doors (PTY) LTD.

- The Purchaser will not claim a refund or remedy and accept full responsibility should the goods be damaged due to misuse, abuse, or gross negligence on his part.
- 6.6 The Purchaser accepts that should the goods have a defect, failure or hazard, they will immediately inform Hi-Tech Doors (PTY) LTD and promptly claim for remedy / repair.
- 6.7 This guarantee does not cover scuff marks, scratches, dents or other damage caused by day to day workings on any doors.
- 6.8 The Warranty Period to repair / replace any defective or damaged goods is 6 Months, provided the products were purchased new from Hi-Tech Doors (PTY) LTD. This does not apply to ordinary wear and tear.
- 6.9 As per clause 6.1, Guarantee is on goods supplied by Hi-Tech Doors (PTY) LTD. Hi-Tech Doors (PTY) LTD must have proper access to the goods to perform any repairs and or replacements. If access to these goods is jeopardized by closure and or materials, then the purchaser will be liable for his own account to remove the materials and or closures before repairs or replacements can take effect from Hi-Tech Doors (PTY) LTD.
- 6.10 The re-installation of any materials and or closures will also be for the purchaser's own account. Doors are installed without any safety cables or mechanisms and the doors must be serviced at least once every year. Please retain your invoice for the services as proof thereof.

7. LIMITATION OF LIABILITY

- 7.1 Neither Hi-Tech Doors (PTY) LTD nor any of its officers, employees, agents or distributors shall be liable for any loss or damage, whether direct, indirect or otherwise suffered by the PURCHASER, his family and invitees arising from any cause in connection with the delivery and installation of the goods (including but without limitation, any act, omission, neglect or default on the part of Hi-Tech Doors (PTY) LTD employees) whether such loss or damage results from breach of contract, defect, negligence or any other cause without limitation
- 7.2 Hi-Tech Doors (PTY) LTD shall take every care during the carrying out of the installation but shall not be liable for incidental redecoration consequential upon the execution of the work.
- 7.3 HI-TECH DOORS (PTY) LTD is not liable for any damages of whatsoever nature or cause specifically including but not limited to personal injury.

8. BREACH

- 8.1 Should the PURCHASER breach any of these items and conditions, Hi-Tech Doors (PTY) LTD shall at its election and without prejudice to any other rights which it might have in law, have the right to:
- 8.1.1 cancel the contract forthwith, with notice to the PURCHASER

8.1.2 OR abide by the contract and recover from the PURCHASER payment of the balance of the CONTRACT PRICE and any interest due in terms of this agreement.

9. ATTORNEY AND OWN CLIENT'S COSTS

9.1 The PURCHASER shall pay all the legal costs incurred by Hi-Tech Doors (PTY) LTD on an attorney and own client basis including collection commission and tracing agent's fees, should Hi-Tech Doors (PTY) LTD take any legal action against the PURCHASER for the enforcement of any of its rights.

10. DOMICILIUM CITANDI ET EXECUTANDI

10.1 The Purchaser and Hi-Tech Doors (PTY) LTD hereby choose domicilium citandi et executandi at the addresses stated overleaf

11. GENERAL

11.1 No contract shall be concluded between HI-TECH DOORS (PTY) LTD and the PURCHASER unless same is reduced to writing and made subject to these terms and conditions and signed by a duly authorized representative of HI-TECH DOORS (PTY) LTD.

11.2 None of our products or fitment methods are waterproof.

11.3 All returned goods shall carry a 20% handling fee.

11.4 If a client wishes to physically see a sample or inspect the product, they must inform HI-TECH DOORS (PTY) LTD before accepting the quotation.

11.5 Notwithstanding that the terms and conditions contained in the PURCHASER'S order may differ from the terms and conditions herein contained, the conditions herein contained shall be the terms and conditions of the contract between the parties.

11.6 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of the contract;

11.7 No concession, latitude or indulgence allowed by HI-TECH DOORS (PTY) LTD to the PURCHASER shall be construed as a waiver or abandonment of any of its rights hereunder.

11.8 The client must ensure that the dedicated electrical power points are available for each motor on the day of installation. If not, there will be a call out fee payable if the door/s are operated incorrectly manually by the owner, building contractors or other workers on site. It is important to remember that the manual release is only there for emergency operation in a case of complete failure of the motor.