

**STANDARD TERMS AND CONDITIONS OF WATERFALL PLUMBING AND DRAIN CLEANING SERVICES CC t/a HI-TEC
PLUMBING
CK NUMBER 2002/064862/23**

1. DEFINITION AND NON-VARIATION
 - 1.1 These conditions shall be binding on all transactions between the Close Corporation and the Customer and no variation, alteration, addition or cancellation of these terms shall be binding unless same is reduced to writing and signed by both parties.
 - 1.2 The Close Corporation means Waterfall Plumbing and Drain Cleaning Services t/a Hi-Tec Plumbing CC, CK Number 2002/064862/23. (hereinafter referred to as the CC)
 - 1.3 The Customer means a person, firm, Company or association entering into this agreement with the Close Corporation.
2. ORDERS
 - 2.1 The CC reserves the right to reject any orders in whole or in part placed by the Customer with its representatives.
3. PRICES AND PAYMENT
 - 3.1 The price of all goods shall be stated in the CC's Quotation.
 - 3.2 The Customer shall pay an amount equivalent to 50% of the Quotation upfront before the CC commences work. The balance owing shall be made strictly upon completion of the work.
 - 3.3 The Customer shall not be entitled to withhold payment from the CC in respect of any goods and /or services for any reason.
 - 3.4 Interest shall be levied on arrear accounts at the maximum rate permitted by the Usury Act 73 of 1968 (as gazetted) per annum calculated from the due date of payment until final payment both days inclusive.
 - 3.5 In the event that the parties make arrangement for periodic progress payments, a schedule of same shall be reduced to writing, and annexed hereto. The parties agree that the aforementioned addenda, shall form part of this agreement, and must be read herewith, as if specifically traversed herein.
 - 3.6 Should further work be carried out by the CC, when attending to claims and or snags that are not related to the Completed plumbing and/or a result of a third party fault, or negligence, the Customer will be invoiced separately for same, payment of which must be made in terms of 3.2 above.
4. PRICE INCREASES
 - 4.1 The price of the goods will be as specified in the CC's Quotation are fixed for a period of 30 (thirty) days from the date on which goods are delivered to the Customer and may be subject to change without notice.
5. DISCOUNTS
 - 5.1 The contract price is strictly as per invoice and, unless expressly agreed in writing to the contrary, not subject to any discounts whatsoever.
6. DELIVERY
 - 6.1 Whilst every effort will be made to deliver goods as advised on the Quotation, the CC does not guarantee delivery on any specific date and shall not be liable for damages for failure to effect delivery, it being acknowledged by the Customer that time is not of the essence.
 - 6.2 The Customer shall not be entitled to cancel an order by reason of any delay, and all orders are open for acceptance and are irrevocable, unless and until rejected by the CC.
 - 6.3 Unless otherwise agreed and specified in writing:
 - 6.3.1 No claim by the Customer against the CC in connection with the goods purchased by the Customer from the CC shall be enforceable unless the Customer notifies the CC at the time of receipt of the goods, of such claim, specifying the particulars thereof in sufficient detail to enable the CC to deal therewith.
 - 6.3.2 The CC shall not in any circumstances incur any liability to the Customer for any consequential loss or damage of whatsoever nature arising from any alleged non performance or improper performance by the CC of its obligations to the Customer, or for any other reason whatsoever. The Customer hereby indemnifies the CC against damages of the aforementioned nature suffered by any third party.
 - 6.3.3 No claims of any nature will be recognised unless lodged with the CC by the Customer, in writing, within 90 days of completion of the plumbing.
 - 6.3.4 The risk in all goods will pass to the Customer upon delivery. The CC further accepts no liability for any procured and manufactured goods and/or services to the Customer's specification and/or drawings or those of the Customers nominee's.
 - 6.3.5 In the event of the CC agreeing, upon the Customers written request, to accept return of any goods delivered the Customer shall be liable to make payment of a 10% (Ten Percent) handling charge on all goods returned, calculated at 10% (Ten Percent) purchase price (exclusive of VAT) and payable immediately upon demand
 - 6.4 The CC shall,
 - 6.4.1 Take all reasonable precautions to avoid damage to the Customer's premises when performing work, but shall not be responsible for any damage of whatsoever nature caused during the performance of work by its agents or employees.
 - 6.4.2 Hereby be indemnified by the Customer against any claim for damages whatsoever which might arise from the performance of work.
 - 6.4.3 Guarantees the workmanship, and services rendered to the Customer for 90 days from date of completion.
 - 6.5 The Customer shall:
 - 6.5.1 Provide the Close Corporation with secure storage facilities on site for any and all goods, machinery and tools required for the job. The Close Corporation will not be responsible for any loss / or damage to the aforementioned.
 - 6.5.2 Furnish the CC with a complete snag list within 30 days from date of completion of work.
7. RESERVATION OF OWNERSHIP
 - 7.1 Ownership of the goods shall under no circumstances whatsoever pass to the Customer until the full purchase price has been paid by the Customer.

- 7.2 In the event of non-payment, dispute of payment, or in the event of cheques not being met for payment by the Customer's bankers, the CC has the unrestricted right to recover the equipment and costs associated with the recovery of same.
8. **EXCLUSIONS**
- 8.1 All specifications, illustrations, drawings & diagrams, furnished by the Customer, whether in writing or not, are furnished only on the basis that they will not form part of the contract or be relied upon by the Customer for any purpose except that of description, unless and to the extent that they are expressly guaranteed in writing by the CC and are, as such, expressly stated by the CC to form part of the contract.
- 8.2 If the goods or any part of them are supplied in accordance with any specifications, measurements or other instructions, furnished by the Customer, the Customer shall not have any claim whatsoever against the CC:
- 8.2.1 For any loss or damage sustained by the Customer as a result of any error, discrepancy or defect in those specifications, measurements or other instructions.
9. **LEGAL COSTS**
- 9.1 In the event of the CC instructing its attorney to recover money or goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the CC on the Attorney and own client scale, including but not limited to collection commission.
10. **JURISDICTION AND DOMICILIUM CITANDI ET EXECUTANDI**
- 10.1 At the option of the CC any claim against the Customer may be brought in any Magistrate's Court having necessary jurisdiction, notwithstanding that the amount of that claim may exceed the jurisdiction of the Magistrate's Court.
- 10.2 Notwithstanding the provisions of Clause 10.1 the CC reserves the right in its sole discretion, to institute action in the High Court of South Africa should it deem so fit.
- 10.3 The Customer hereby chooses as His / Her / Its Domicilium Citandi Et Executandi for all purposes under this agreement at the address as specified in the Quotation annexed hereto.
11. **PROOF OF INDEBTEDNESS**
- 11.1 A certificate signed by any Member (whose authority need not be proved) of the CC showing the amount of the indebtedness to it at the date of that certificate, will be:
- 11.1.1 prima facie evidence of the amount of that indebtedness; and
- 11.1.2 binding on the Customer and Surety (unless it is proved incorrect) in any proceedings instituted against the Customer and / or surety by the CC for judgement or provisional sentence.
12. **SURETYSHIP**
- 12.1 I / We, by our signatures on the Quotation hereby bind myself / ourselves to the CC, jointly and severally as surety / sureties for the co-principal debtors with the Customer for the due performance by the Customer of all its obligations to the CC, including due payment of all amounts due and payable to the CC by the Customer in respect of goods supplied and delivered to the Customers in terms of this agreement.
- 12.2 My / Our obligations in terms of this suretyship will remain notwithstanding any intermediate discharge, or fluctuations in the amount of the Customer's liability to the CC.
- 12.3 I / We accept the terms of this clause shall be read together with the rest and remainder of this agreement which shall be binding on Me / Us.
13. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**
- 13.1 The Customer hereby agrees that no warranties, representations or undertakings of whatsoever nature which may have been made by the CC, its agents, dealers or representatives, other than those contained herein, shall be binding or enforceable against the CC.
- 13.2 The CC does not warrant or guarantee any goods supplied.
14. **GENERAL**
- 14.1 No relaxation or indulgence which the CC may give at any time in regard to the Customers obligations in terms of this contract shall be a prejudice or be a wavier of any of the CC's rights in terms of this contract.
- 14.2 I / We acknowledge:
having read and understood the terms and conditions set out herein and confirm that I / We have the requisite authority to act on behalf of the Customer in signing this agreement.
That in the event of the signatory not being authorized He / She accepts personal liability for the Customer's obligations in terms of this agreement.
- 14.3 In the event of any insurance claim, the insurance transaction is one between the customer and the insurance company only. It is the customers responsibility to effect payment directly and immediately with the CC and will not delay payment to the CC for whatsoever reason.
- 14.4 The CC reserves the right to update their terms and conditions of agreement at any stage.

ON BEHALF OF THE
CUSTOMER AND AS SURETY

ON BEHALF OF THE
CLOSE CORPORATION