



STANDARD TERMS AND CONDITIONS

Payment Terms:

A 50% deposit is payable on acceptance of this quotation, a further 40% before delivery of units to site. The balance and any other applicable charges are due on completion.

A 50% Deposit will also be required on any and all additional work required after this quotation is accepted. All invoices are due and payable within 48 hours of invoice date unless agreed otherwise. Work will commence once the deposit reflects.

All proof of payments shall be sent to info@kingspace.co.za with the enquiry number used as a reference.

Final payment is due on practical completion (The stage of completion where the works or a section thereof is substantially complete and can effectively be used for the purposes intended). All our work is guaranteed and any snags will fall under the guarantee.

No outstanding payments will be subject to a draw from your financial institution, approval by an architect, other professionals, an occupation certificate from Local Council or for any other reason whatsoever unless agreed to in writing by both parties on acceptance of this agreement.

No retention, nor penalties, will be accepted.

No Deposit will be refunded in the event of a cancellation or any delays which may occur through no fault of Kingspace Aluminium (Pty) Ltd.

No Guarantees will be applicable unless all monies are paid in full. All products manufactured, delivered and/or installed shall remain, in total, the sole property of Kingspace Aluminium (Pty) Ltd until paid for in full.

Manufacturing:

A Lead time of +/- 15 working days is to be allowed to manufacture standard items of stock. Special items or colours could take longer, or as advised by Kingspace Aluminium (Pty) Ltd. Powder Coating & Anodising of special colours +/-15 working days, Client to provide correct colour code or sample. This quotation is subject to the condition that Kingspace Aluminium (Pty) Ltd shall in no way be liable for any consequential loss, damage or delay to the customer arising from an Act of God, Act of State, breakdown of equipment, labour dispute, war, riot civil commotion, transport delay or any other causes beyond the control of Kingspace Aluminium (Pty) Ltd.

Delivery:

Goods delivered with protection will be deemed to be in good condition. The risk in and to the goods sold and delivered by Kingspace Aluminium (Pty) Ltd to the Client shall pass to the Client upon delivery. Once goods are delivered, Kingspace Aluminium (Pty) Ltd accepts no liability should damage occur. Kingspace Aluminium (Pty) Ltd will not be responsible for any loss, theft or damage to existing property or personnel injuries.

Installation:

Should site conditions delay installation, Kingspace Aluminium (Pty) Ltd reserves the right to be compensated for any additional expenses which may be incurred. If our installation teams are required to work according to Client's time schedule, a new installation date will have to be rescheduled. All outstanding monies to be settled immediately. Should our site commencement date exceed 2 months from date of appointment, we reserve the right to amend the glass & aluminium prices according to any increases received from our suppliers. Duration of installation will vary depending on the status of the building once work commences. After hours and weekend installation will be charged additional if Client insists installation to proceed after hours. *Whilst we always install our products with a lot of care*, we are not liable for any damage caused to your property in the process unless caused wilfully. Kingspace Aluminium (Pty) Ltd will not guarantee waterproofing for any Sliding door or Vista fold tracks. Waterproofing remains the responsibility of the builder. We will not be held responsible for floors that are not level. Any adjustments or cutting of doors will be for Client's account. Kingspace Aluminium (Pty) Ltd will supply access ladders reaching up to 2.5m. Access equipment (scaffolding, hoists, etc.), would be an extra if required or provided by the client. While we always take pride in cleaning up our own consumables and leaving a site clean after working, the client has the choice to leave protective plastic on the products or to remove it themselves. Health & Safety files and the appointment of a safety representative are excluded from this quotation. Whilst we aim to meet the required installation date, such date shall not constitute a material term of this contract and any failure to adhere to such proposed date shall not entitle the Client to cancel this contract or to relieve him from his strict performance of all obligations. Once your project is complete, you will be notified and we require that you inform us of any concerns or snags within 48 hours, or we will assume you are 100% satisfied.

Product Size and Aperture Preparation:

The quotation is based upon the specifications of product quoted, and the preparation of apertures is the responsibility of the Client. The apertures of the building will be always be pre-measured before manufacturing commences. Once units have been manufactured, it cannot be cancelled or varied in any manner whatsoever. Should changes be required, the Client undertakes to pay for all costs already incurred by Kingspace Aluminium (Pty) Ltd in the execution of this order whether fully or partially completed. Whilst we aim to ensure the accuracy of our quotations, we accept no liability for errors or omissions which may be found to have occurred. The Client is advised to carefully study the quotation to establish the accuracy thereof. Any changes to the quotation will be in writing, no verbal changes to the quote will be accepted and if so, Kingspace Aluminium (Pty) Ltd will not be held responsible for any errors.

Scratches and Blemishes:

Scratches in aluminium are defined as being a mark on the aluminium surface which penetrates the anodised or painted surface thereby exposing the natural metal. If visible when viewed from a distance of 3 metres under the lighting conditions

described, the product/s may be rejected. Blemishes in aluminium are defined as flaws/stains or runs, or any other indication that mars the aesthetic appearance of the aluminium. If visible when viewed from a distance of 3 metres under the lighting conditions, the product/s may be rejected. The scratch and blemish inspection should be viewed at a distance of 3 metres under normal lighting conditions. Normal lighting conditions shall mean "reasonable lighting conditions under which the product is normally viewed".

Exclusions:

This quote excludes all or any building, plastering, painting and tile work. This quotation specifically excludes sandblasting, night-latches, cabin hooks, burglar bars, weather strips or any special ironmongery unless so specified in writing. Flush bolts do not fall under our guarantee. If broken flush bolts are assessed to have been damaged due to mishandling, they will be charged for.

Glazing Certificate and Compliance:

Glazing to be carried out as per SAGGA regulations. All glass to be clear and standard unless specified otherwise. Please be aware that your architect or other legally recognized appointee is responsible for ensuring that the energy efficiency requirements in SANS 10400-part XA are complied with. Glazing certificates will only be issued once final payment has been received.

Acceptance of Quote:

Our Standard Terms and Conditions will apply once we received a 50% deposit.

All quotations are compiled based upon the information and specifications provided by yourself (or your professional consultants)

Notwithstanding the terms of an accepted quotation, should the information, specification or any other relevant factors leading to a quotation be materially altered at any time, Kingspace Aluminium (Pty) Ltd may include the costs and fees related to such alteration in its interim and final invoices.

The client confirms that they have read and accepted all above conditions, and have accepted such. This quote remains valid for 30 working days, thereafter may then become subject to material price increases.

We reserve the right to change these terms and conditions from time to time in our sole discretion. In the event of any violation of these Terms and Conditions, we reserve the right to seek any and all remedies available, whether by law or in equity.