



TERMS & CONDITIONS OF A QUOTE AND A SALE

1. QUOTE

By accepting a quote from Absolute Fire and Plumbing (Pty) Ltd (hereafter referred to as AF&P), the authorised signature of an accepted quote, acknowledge the following:

- a. All correspondence with regards to a quote, will be done through e-mail correspondence.
- b. The acceptance of a quote will be done through official e-mail correspondence from an official e-mail address of the party the signature (sender) is representing.
- c. That the e-mail signature (sender) has the authority to accept the quote on behalf of the party he/she is representing.
- d. AF&P Credit Terms and Conditions and this Terms & Conditions of a Quote and a Sale forms the foundation of the business transaction between AFP and its Customers.
- e. By acceptance of a quotation supplied by the AF&P, the Purchaser hereby agrees to the terms and conditions as laid out herein, and within the Credit Terms and Conditions. These Terms & Conditions contains the entire agreement between the parties and no variations thereof will be of any force or effect unless reduced to writing and signed by or on behalf of the AF&P. The Purchaser acknowledges that no warranties have been given or representations made by or on behalf of the AF&P other than those specifically set out in this contract.

2. CONCEALED OR UNKNOWN CONDITIONS (Construction Only)

If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then AF&P shall stop work and give written notice thereof to Owner before conditions are further disturbed and promptly after first observing such changed conditions by AF&P. No work shall be done by AF&P without the written approval and acceptance of an additional quote (e.g., costs, prices, schedule, etc.) for the additional work that need to be done.

3. FORCE MAJEURE (Construction Only)

AF&P will be exempted from fulfilling a contractual obligations for causes that could not be anticipated and/or are beyond AF&P control. Examples of such causes are: riots, fire, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action.

4. OWNERSHIP

Notwithstanding delivery / installation ownership of the goods will remain vested in the AF&P until all amounts due by the Purchaser has been paid, whereupon ownership will pass to the Purchaser, and pending which the Purchaser will not remove the goods from the premises to which they have been delivered / installed without the prior consent of the AF&P.

5. DELIVERY / INSTALLATION

All goods, unless otherwise agreed in writing, for transport / installation will be at the risk of AF&P. Delivery dates are approximate, subject to availability of goods and the accessibility of Purchaser's premises. AF&P will not be liable for any loss caused by delays. The risk of ownership of installed goods will be transferred to the purchaser after completion of the delivery or installation thereof.

6. PAYMENT

- a. **Cash on Delivery / Installation** - 75% deposit when placing the order, the outstanding 25% on delivery / installation.
- b. **Credit approved Purchasers** – A credit approved purchaser falls under the "30 days from date of statement payment" terms, unless other terms are granted by the AF&P in writing. Overdue accounts will attract interest at the rate of 2,0% per month. Overdue accounts older than 90 days will be listed as a defaulter with National Defaulter Database of the Credit Bureaus.

7. PREMISES OF DELIVERY OF EQUIPMENT / SERVICES

Where goods have not been paid for in full, the Purchaser will notify the tenant / landlord of any premises to which the goods have been delivered / installed, in writing of the AF&P's ownership of the goods and advise the AF&P of the name and address of such landlord / tenant / owner.

8. GUARANTEE

- a. The AF&P warrants goods supplied / installed against defective materials and workmanship, for a period of 12 (twelve) months from date of sale, provided defect manifests itself while the goods are used within the Republic of South Africa under correct and proper operating conditions, and provided further that the AF&P is notified in writing of such defects immediately. This warrant will not be applicable should another company serviced / worked on the relevant goods.



ABSOLUTE
FIRE & PLUMBING

TERMS & CONDITIONS OF A QUOTE AND A SALE

- b. The Purchaser will inspect goods on delivery / installation and immediately notify the AF&P in writing of any alleged defect found in goods. The AF&P will remedy free of charge defects for which it is responsible, and the Seller will have no further liability of any kind for latent or patent defects in goods, parts or workmanship, or for consequential damages.

9. LAW AND JURISDICTION, DOMICILIA

The contract will be construed in accordance with and governed by the laws of the Republic of South Africa. The AF&P will be entitled but not obliged to institute any proceedings arising from this contract in any Magistrate's Court having jurisdiction in respect of the person of the Purchaser, notwithstanding the amount of such claim otherwise exceeding the jurisdiction of such Court. The Purchaser chooses domicillum citandi et executandi for all purposes at the address to which the goods were delivered. The Purchaser will be liable for all costs, including collection commission and legal costs as between attorney and own client, incurred by the AF&P in enforcing any of its rights in terms of this contract.