



STANDARD AGREEMENT OF SALE OF GOODS AND ITEMS AND THE INSTALLATION THEREOF

(hereinafter referred to as "the Agreement of Sale" or "this Agreement") entered into by and between

AC SCREENS & SHUTTERS (PTY) LTD

Reg. No. 2004/001534/07 - VAT No. 4780166593

Cnr Jagger & Zelda Street, Goodwood 7460 - CONTACT NO: +27 21 590 5090 - EMAIL ADDRESS: info@acscreens.co.za
and

Full names:

.....
(hereinafter referred to as "the Client")

PLEASE NOTE that it is required that you ensure that this Agreement is signed in full. Should the client intend contracting under JBCC, MBSA or any other terms then please forward contract to our offices. (contract fees apply)

TERMS & CONDITIONS OF SALE

1. Sale agreement

1.1 The parties hereby agree that these Conditions of Sale form an integral part of the Agreement of Sale, containing the material terms and conditions for the sale of certain goods, and the installation thereof as specified in the document/order annexed hereto ("Order") and at the price ("Contract Price") specified therein and initialed by the Client for identification purposes.

1.2 In accepting an estimate, by affixing his/her signature thereon, the signatory furthermore agrees and acknowledges that he/she has read and understands the contents of this Agreement and considers the Client irrevocably bound hereto. The Client accepts that these Terms and Conditions of Sale govern the contract between the parties.

2. Payment terms and conditions

2.1 The Client agrees that the Contractor's payment terms of the Contract Price are as follows:

2.1.1 When supplying a **Corradi or other fully imported product**, note that the following takes precedence.

- (a) Forex amount payable in full, and in advance.
- (b) Price is subject to exchange rate at the time of deposit payment with an acceptable variance of 2.5%
- (c) Price subject to freight surcharge if necessary to ship separately.

2.1.2 Fifty percent (50%) of the Contract Price is payable by the Client to the Contractor on acceptance of the Order by the Client ("Initial Deposit"); Forty percent (40%) of the purchase price is payable by the Client to the Contractor at the commencement of the installation of the goods and items contained in the Order; The balance of ten percent (10%) is payable within 7 days of installation.

2.1.3 Should the Client cancel the Order for any reason whatsoever, the Client shall be liable for an administration fee equal to five per cent (5%) of the value of the Order or an amount of R5,000 (Five Thousand Rand), whichever amount is greater, and such administration fee shall be deducted by the Contractor from any amounts already received from the Client. The balance of the administration fee shall immediately be due and payable by the Client to the Contractor.

2.1.3.1 If cancelled prior to manufacturing then a 5% admin fee will be deducted against amounts already received from the Client.

2.1.3.2 If cancelled after commencement of manufacture then actual costs and damages incurred by the Contractor will deducted from amounts already received from the Client.

2.1.4 Should the Client cancel work for which materials have already been ordered and obtained specifically for the Client, the Client will in addition to above at the discretion of the Contractor, forfeit his deposit and be liable for any additional charges relating to the cancellation.

2.2 The Client acknowledges that once the purchase of the goods and items contained in the Order are installed and installation has been signed off by the Client, the balance of the Contract Price will be due by the Client. The Client's act of signing off the job is a written acknowledgment that there are no patent defects in the goods/items purchased from the Contractor. The Client will under no circumstances be entitled to retain any amounts for any reason whatsoever and will also not be entitled to reductions in the purchase price, or set-off.

2.3 In the event of installation taking longer than seven (7) days due to delays attributable to the Client or his other contractors, the Contractor will be entitled, at his sole discretion, to enforce bi-weekly progress payments with reference to the completed percentage of installation, as performed by the Contractor, alternatively forty percent (40%) of the Contract Price.

2.4 This contract is only valid for thirty (30) days. Should the Contractor not be able to commence installation due to circumstances beyond his control within thirty (30) days from date of signature of this Agreement, the Contractor reserves the right to adjust the Contract Price, should the Contract Price become subject to supplier or other increases which affect the profit margins of the Contractor.

2.5 In the event of a discount to the contract price being granted or negotiated, the Client shall forfeit his entitlement to such discount or negotiations for a discount in the event of his failure to abide by the payment terms.

2.6 The Contractor shall not be liable for any retention penalties attributable to delays caused by the Client, or not declared to the Contractor by the Client prior to entering into this Agreement.

2.7 The ownership of all products installed by the Contractor shall vest in the Contractor as the Contractor's property until such time as all amounts due to the Contractor have been paid in full, regardless of whether the products form part of any building or not. The Client herewith waives any rights he/she/it may have to claim rights of ownership to the goods, arising from attachment or any other legally accepted common law or other

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doctrine and the Client hereby consents to the Contractor removing such items in the event of the Client's non-compliance with any of the terms and conditions of this Agreement.

2.8 All unpaid amounts due by the Client to the Contractor may be subject to interest at prime rate charged by First National Bank – a division of FirstRand Bank Limited plus one comma five percent (1.5%) calculated from due date of payment of the outstanding purchase price of the goods, calculated and compounded monthly from the first day of the month following the month during which the Client became liable for the purchase price in terms of the agreement.

2.9 In the event where the Client's overdue account is referred to a collection agency and/or law firm, the Client will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs.

3. Order and installation

3.1 The Client will indicate acceptance of any estimate rendered by the Contractor, prior to an agreement arising between the parties, by affixing his signature to the order or by email confirmation.

3.2 Once the Client has confirmed either by signing the order acknowledgement OR via email confirmation to the order acknowledgement, the Client agrees to provide the necessary assistance for the Contractor to, at its sole discretion, obtain a credit report from a recognized credit reporting agency containing personal and/or other information for the Contractor's business purposes, including the assessment of an Order or the collection of overdue amounts.

3.3 The Contractor will not be obliged to supply the product(s) until it has assessed the Site and the Order and has confirmed acceptance thereof in writing.

3.4 Once the Order has been accepted by the Contractor and the Client paid the Initial Deposit, the Contractor will order the relevant items which may be required in relation to the product. All goods are customized to the Client's Order and any variation which the Client may require, will result in additional costs, for which the Client irrevocably accepts liability, on the same terms and conditions as stipulated above.

3.5 Installation will commence within thirty (30) days (or such longer period as agreed to in writing between the parties). Following written confirmation of acceptance of the Order by the Contractor, alternatively the date on which final measurements are taken for the installations and pursuant to the agreement between the parties, whichever occurs later. This time period is subject to the availability of goods/services/items required in terms of the agreement between the parties, from the suppliers of the Contractor and also subject to the availability and suitability of the installation site and the suitability of the applicable weather conditions.

3.6 The Client acknowledges and agrees that:

3.6.1 coated aluminium products may be subject to colour variation and in this regard a variation in accordance with the standards of powder coating suppliers will be regarded as acceptable by the Client;

3.6.2 Light blocking is never guaranteed to be total and light may still leak around the cassette, guides, fabric or bottom bar. 100% light blocking must specifically be noted as a requirement as it requires additional materials and labour at an additional cost. Total light blocking cannot be guaranteed as it is influenced by a number of external factors (e.g. Building surfaces, levels etc.)

3.6.3 For motorized products, the electrical reticulation and connecting of the products to the mains supply or home automation system is NOT INCLUDED, unless specifically stated otherwise. Depending on the control type the scope of AC Screens & Shutters' work will be limited to leaving motor cables hanging loose from the product with either a standard 15AMP 220V 3-prong plug top or a 4-core cable with cores marked UP, DOWN, C(OMMON) and E(ARTH).

3.6.4 Installation may result in slight colour imperfections on goods installed. Should such scratches not be clearly visible from a physical inspection, standing at least three (3) metres away from the installed goods/items, such scratches will be regarded as acceptable for purposes hereof;

3.6.5 unless specifically provided for in the written estimate accepted by the Client, an installation does not include painting or plastering work following completion of installation;

3.6.6 unless specifically provided for in the written estimate accepted by the Client, an installation does not include the costs of rational designs, electrical clearance certificates or certificates of approval issued by a Structural Engineer in the event that these may be required;

3.6.7 any delays in the Contractor's performance in terms of this agreement, or damages which may arise for the Client and which are directly or indirectly attributable to electrical power failures, will not be the cause for any legal action by the Client against the Contractor and the Client holds the Contractor harmless in respect thereof;

3.6.8 it is desirable that the product be installed last on any building or renovation site. In the event that the Client requests prior installation of materials related to the product, the Contractor shall not be accountable or liable for any damages caused by other contractors, these costs will be for the Client's account.

3.6.9 The Client is responsible for setting out finished floor levels and installation heights and to ensure opening sizes are not changed after final measurements have been taken. Any changes between time of order and installation date will result in added costs for the Client's account.

3.7 All installation queries must be addressed to our offices (see contact details on page 1) within 7 days from installation date, failing which the goods and installation will be deemed to be in good order and balance payable.

3.8 The Contractor guarantees that products related to water / wind barriers are weather resistant, but not waterproof or windproof. The Client accepts that some water ingress may occur during extreme weather conditions.

4. The Contractor's sundry obligations

4.1 The Contractor will be responsible to clean the installation site following completion of installation.

4.2 Important: Due to the moving components on some products it might require servicing and alignment to ensure maximum benefit and effective usages, the Client acknowledges that he has been made aware of the fact that the products/goods/items should be serviced and aligned every two (2) to three (3) years or any other interval as specified in the product documentation which costs shall be for the Client's account.

4.3 The product is guaranteed against any structural defects or defective workmanship for a period of one (1) year following the date of installation. The Contractor will be absolved from honouring any guarantee or warranty in terms hereof until such time that all amounts due to the Contractor, by the Client and arising from this Agreement have been paid in full.

4.3.1 All aluminium components are guaranteed for a period of 5 years, excluding defects caused by mechanical damage.

4.3.2 Specialized solar fabrics are guaranteed for 5 years from date of installation, Coulissee fabrics enjoy a 3year warranty while other fabrics are subject to the conditions prescribed by the manufacturer.

4.3.3 All manual roller blinds are guaranteed for 1 year only.

4.3.4 Tubular motors are guaranteed for 5 years from date of installation, subject to the conditions prescribed by the manufacturer.

4.4 The Contractor cannot be held liable for any consequential loss, damage or delay to the Client arising from an Act of God, Act of the State, breakdown of equipment, labour dispute, war, riot, civil commotion, transport delay or any other causes beyond the control of the Contractor.

5. The Client's obligations

5.1 The Client will provide the Contractor with unencumbered access to the premises where the installation is to be effected, during the period of installation. Any Contractor's registration fees "to get access to a security complex" etc. will be for the Client's account.

5.2 The Client will remove any furniture and/or valuables from the premises in the vicinity of the installation prior to commencement thereof, failing which the Contractor reserves the right to move or remove such furniture and/or movables; the Contractor will not be held liable for any damage caused to such furniture and/or movables.

5.3 It will be the Client's responsibility to ensure proper preparation of the premises in relation to the construction of possible openings, with special reference to existing or proposed reveals, sills and apertures being level and square, and related support structures and the Contractor will accept no responsibility for defects in its product or the operation thereof attributed to defects or damages related to the preparation or existing condition of the premises. Should the Client be uncertain as to how the

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premises is to be prepared, the Client acknowledges that the obligation is on the Client to ascertain what is required for such preparation and then comply with such requests from the Contractor at the Client's own cost.

5.4 The cost of the readjustment of any product, following installation, attributable to the strength of any top beams and foundations or overhead support structures, will constitute an additional expense for the Client's account.

5.5 It will be the Client's sole responsibility to point out any hidden cables, electrical wiring, or pipes which are not patently visible, as the Contractor shall not be liable for any damages or ineffective operation or defects of the product, arising from the Client's failure in this regard.

5.6 Should the supporting structures provided by the Client and pertaining to the installation of the product/goods/items purchased in terms hereof not be adequate or ready for installation within the time frames agreed upon, then the Client agrees that the outstanding account due to the Contractor, will be paid, upon demand, notwithstanding the terms and conditions stipulated above and pertaining to payments in terms hereof. Should such supporting structure/s fail for whatever reason prior to or during installation, the entire amount or balance, as the case may be, due to the Contractor will be payable in full by the Client immediately.

5.7 The Client will be responsible to ensure adequate damp proof coursing or waterproofing to the extent that these are relevant to the installation of the product. The Contractor accepts no liability in this regard and neither will the Contractor be held liable for damages or defects which may arise directly or indirectly as a result thereof.

6. Repairs & Services

6.1 After Sales service is primarily offered on products manufactured and installed by AC Screens & Shutters.

6.2 We do not offer repair service for products supplied by other manufacturers, however for certain products (e.g. Roller Shutters) we may offer assistance subject to our capacity.

6.3 We do not offer free quotations, as the nature of a repair requires a team to do a site assessment.

6.3.1 The call out fee for services, repairs as well as warranty replacements needing to be done at a distance of >50km from a branch office will need to be quoted on. For more distant installations the additional distance and related costs will be for the customer's account.

6.4 For repairs/servicing of products manufactured and installed by AC Screens & Shutters, the Client acknowledges that

6.4.1 The product remains accessible for subsequent maintenance, repairs and/or warranty replacement.

6.4.2 Where the product is inaccessible e.g. concealed with restricted access, installed at height, concealed inside ceilings etc. the Client is responsible to arrange opening and/or additional labour or other costs to facilitate gaining access in order for the product to be repaired or serviced in addition to making good thereafter. *(e.g. scaffolding, paintwork, plastering, joinery, cladding, tiling or finishes will be for the Client's account.)*

7. Legal proceedings

7.1 The parties choose their addresses, fax number(s) and email address(es) recorded on page 1 of this Agreement as their domicilia citandi et executandi for purposes of all notices to be given in terms of this Agreement.

7.1.1 A party shall be entitled to amend its domicilium address as mentioned above by giving seven (7) days written notice to that effect to the other party.

7.2 Should the Client violate any of the provisions contained herein the Contractor reserves the right to pursue any and all legal and equitable remedies against the Client. Should the Contractor fail to enforce any right or provision in these Terms and Conditions, the Client agrees that this failure does not constitute a waiver of such right or provision or of any other rights or provisions contained in this Agreement.

7.3 In the event of legal proceedings arising between the parties from the terms and conditions of this Agreement, or pertaining to any breach of the Client, the Client will be liable for the Contractor's legal costs on a scale as between attorney and client, including collection commission and tracing agent's fees.

7.4 The parties consent in terms of section 45 of the Magistrates Court Act to the jurisdiction of the Magistrate's Court in relation to any legal proceedings, which may result from this Agreement, provided that the Contractor is entitled in its discretion to institute any such legal proceedings in any other competent court.

7.5 The parties further agree that service of notices and/or any other legal process can be effected via email or fax to the email address or fax number specified.

7.5.1 A notice which was sent by prepaid registered post in a correctly addressed envelope to the domicilium address specified by each party will be deemed to have been received within ten (10) days from the date it was posted.

7.5.2 A notice which was delivered by hand to a responsible person during ordinary business hours at the physical address of each party will be deemed to be received on the day of delivery.

7.5.3 A fax sent to the fax number specified by each party will be deemed to be received on the first business day after transmission.

7.5.4 An email sent to the email address specified by each party will be deemed to have been received on the first business day after transmission

8. General

8.1 This Agreement will only be seen as accepted and valid from the Contractor's point of view once all documentation had been signed, this includes this Agreement, and, in the event of the Client being a legal entity, a Suretyship, as well payment of the Initial Deposit into the Contractor's bank account.

8.2 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representatives.

8.3 This Agreement together with annexures contains the entire agreement between the parties and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein or added by way of an addendum, duly signed by both parties.

FULL NAMES OF SIGNATORY

DATE

SIGNATURE

DESIGNATION

FOR OFFICE USE ONLY:

DATE: _____

PROCESSED BY: _____

SIGNATURE: _____

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