

Terms and conditions of sale

QUOTATIONS

These terms and conditions constitute a contract as between you ("the Customer") and 4 Ways Glass Industries (Pty) Ltd ("4 Ways Glass"). These terms and conditions are attached to all quotations and any amount paid to 4 Ways Glass in terms of any quotation issued, will constitute the Customer's acceptance of these terms and conditions. All quotations are valid for 15 (fifteen) days.

PRICING

4 Ways Glass reserves the right to increase prices as listed on its price list without prior notice. Prices quoted are subject to final measurements. An 80% deposit will be payable prior to the commencement of any work and the balance of 20% shall be payable prior to installation or collection.

ADDITIONAL AND UNFORESEEN COSTS

Should it be the case that there are additional costs which could not have been reasonably foreseen at the time of the quotation, the Customer will be liable for such additional costs. 4 Ways Glass can recall or cease work at any time and also call for full payment before any work will be completed at the 4 Ways Glass' discretion

CANCELLATION

Should the Customer wish to cancel an order after acceptance, and should it be the case that 4 Ways Glass has not purchased any materials in respect of such quotation or commenced with any work at the time of such cancellation, such Customer will be refunded the amount paid in respect of such quotation, less a 20% administrative handling fee. Should it be the case that materials have been purchased and work has commenced in respect of a quotation, the Customer shall not be entitled to cancel such order and shall remain liable for 4 Ways Glass for the full amount as per the quotation accepted by the Customer.

OWNERSHIP OF GOODS

Ownership of goods sold in terms hereof remain vested with 4 Ways Glass until such goods are paid for in full.

WORKING AREA FOR INSTALLATIONS

All surfaces are to be level and vertical in every respect for shower/mirror/glass/ glass kote cladding and balustrade installations and it is the Customer's responsibility to ensure that such surfaces are level. With respect to shower installations, even though all joints will be sealed with gaskets and silicone, an installation of this type should not be regarded as absolutely watertight. The door in particular is subject to water penetration both through the hinges as well as between the floor and bottom edge of the door.

4 Ways Glass staff and / or its sub-contractors will not be held responsible for any damage to the Customer's property (movable or immovable) caused by drilling damage to plumbing and electrical circuitry or wiring. The onus is on the Customer to point out any danger points and mark the prescribed area. For corporate and domestic installations, we adhere to the current regulating Occupational Health and Safety Act we supply an evaluation of the scope of work in the environment required and our safety consultants will supply all the necessary documents. This is at a fee of R5000.00 ex Vat. Our SEESA member is Nr30113 for presenting a safety file and register. Please specify if you require this option.

Please note that final measurements can and will only be taken on completion of tiling, and installation of worktops, extractors etc. depending on the product required. Note that any delays from the Customers or its contractors will not be borne on 4 Ways Glass. Please note completion on standard applications of 6mm coated glass is 10 (ten) working days from date of measurements taken in conjunction of deposits paid. If instructed to carry out measurements and the site is not completed and a second sight visit is to be made an additional fee of R550.00 will be charged.

GUARANTEE

All material and workmanship are guaranteed for 1 (one) year from date of final installation and upon receiving full payment, provided that the goods are maintained by the Customer according to prevailing correct practices. Glass claims against breakages will not be entertained once installation has been completed. Technical data can be offered on any product we supply and manufacture.

Note that all materials, be it glass, mirror, stainless steel etc. needs to be cleaned and maintained. 4 Ways Glass will not be held responsible for any staining or contamination of rust of the products we supply and install. A soft lint free cloth and a chammy may be used to clean glass with clean water.

The sole and exclusive remedy with respect to the above guarantee or with respect to any other claim relating to defects or any other conditions arising from the use of the goods supplied by 4 Ways Glass, however caused, and whether such claim is based upon guarantee, contract, negligence, strict liability or otherwise, is limited to the repair or replacement of such products or repayment by 4 Ways Glass of the purchase price paid to it, at 4 Ways Glass' option.

INVOICING

Please supply correct invoicing details & VAT numbers at time of order as invoices cannot be amended after processing.

BANK ACCOUNT

4 Ways Glass Industries BANKING DETAILS FOR PAYMENT PURPOSES:

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Bank: Nedbank (PTY) Ltd
Account Name: 4 Ways Glass Industries
Branch Code: 132 805
Account number: 1033 845 035

FAILURE TO COLLECT

Any glass or other products not collected within 1 (one) month from date of order will be scrapped and if the Customer has not paid the balance of the quotation, the Customer will remain liable to 4 Ways Glass for the full quoted amount.

LEGAL FEES

In the event that 4 Ways Glass is required to institute any legal proceedings against the Customer, for any reason whatsoever, the Customer shall be liable to 4 Way Glass for legal costs on the scale as between attorney and client, including tracing fees and collection commission.

JURISDICTION

In the event of any legal proceedings being instituted arising from this agreement, the Customer consents to the non-exclusive jurisdiction of the Randburg Magistrate's Court.

LIABILITY

Should 4 Ways Glass be instructed to work on the Customer's own materials such as but not limited to glass, it accepts no responsibility whatsoever for breakage or damage to such materials and any such work is conducted at the Customer's own risk.

INTEREST

In the event that the Customer fails to pay any amount due to 4 Ways Glass on or before due date, 4 Ways Glass shall be entitled to charge interest on such amount at the rate of 15% per annum compounded.

GENERAL

Customers may inspect the goods at 4 Way Glass' premises prior to final payment by prior arrangement.

The Customer has read the terms and conditions contained in this Agreement and understands and accepts them in every respect.

The Customer agrees that 4 Ways Glass can perform random credit checks on the Customer with a registered credit bureau for the duration of this Agreement.

This Agreement constitutes the sole record of the agreement between the parties. 4 Ways Glass shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. Furthermore no addition to, variation of or agreed cancellation of this Agreement shall be of any force or effect unless recorded in writing and accepted by 4 Ways Glass in writing.

QUOTATION and TERMS & CONDITIONS ACCEPTED by the Customer

On this _____ day of _____ 20_____ at _____.

Customer's full name and signature