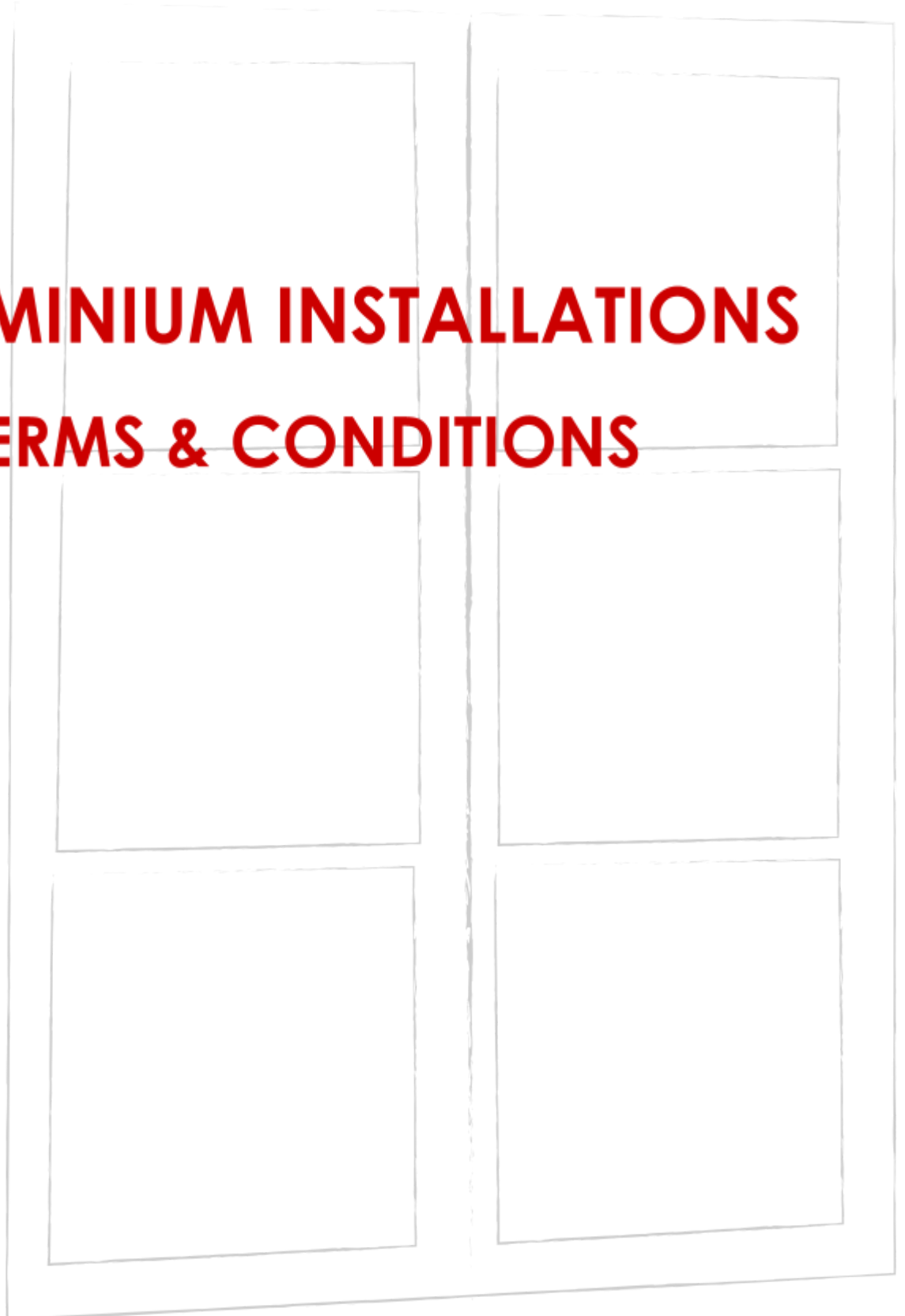




ALUMINIUM INSTALLATIONS

TERMS & CONDITIONS



GO TO Door & Window Aluminium Installation

TERMS AND CONDITIONS

By paying your deposit on the quotation received from GO TO Door and Window the Customer confirms their acceptance of our quotation and agrees to the terms and conditions set out here below. Additionally, the Customer then confirms that he/she has familiarised themselves with these conditions and understands the meaning and effect thereof.

PAYMENT:


Please check and re-check all quantities, colour of the material, glass specification, profile thicknesses, the way the door needs to open or any other special specifications. GO TO Door and Window will not be held liable for any errors or omissions after confirmation of the order. Upon acceptance of this quotation, the Customer must e-mail back the signed quotation and proof of deposit to the sales representative at GO TO Door and Window. **Ensure to use your SOQ number as a reference on your payment**, GO TO Door and Window will not be held responsible for any delays of orders, should the Customer not follow the above-mentioned instructions. The Customer needs to make a deposit of 70% of the full amount payable. The installation will be confirmed the day before we commence with installation, on this day prior to installation the Customer will have to pay the 25% due for installation to proceed. Should proof of the 25% payment not be received, the installation will be postponed to our next available date. The final 5% will be due on the last day of installation, after the site inspection. Please note the Customer will only receive the AAAMSA Glazing Certificate once the order is signed off and paid in full.


PRODUCTION, LEAD TIME AND DELAYS:

GO TO Door and Window endeavours to deliver the Customer's order on the estimated due date, calculated from the date proof of payment of the deposit is received and verified. GO TO Door and Window cannot accept any form of contingent liability in the event of circumstances beyond its control. The Customer cannot hold GO TO Door and Window responsible for any delays occurring because of delays from suppliers or union strikes. Production times are approximately 10 – 15 working days. All Go To Door and Window dates are only to be used as indications and can change due to circumstances beyond our control.

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QUOTATIONS INCLUDES:

GO TO Door and Window will quote according to the window schedule or measurements as provided by the Customer. GO TO Door and Window is not responsible to ensure the openings on site are correct and square. GO TO Door and Window's installation requires drilling into brickwork, tiles etc., but GO TO Door and Window will not accept any responsibility for any breaking of tiles, or damaging of plaster and paint, that may occur during the installation process. It is the responsibility of the Customer to indicate to GO TO Door and Window in writing prior to installation, the location of all pipes and wires on the premises where the installation will take place. GO TO Door and Window will not be held responsible for any errors in the installation during drilling through pipes or electrical wires if not advised accordingly. The Customer accepts full responsibility in the event of non-disclosure as set out above. It is also not always possible to identify the position of windows quoted from the window schedule and this could influence the installation prices, should any additional scaffolding etc. Be needed. GO TO Door and Window requires elevations and floor plans where needed for accurate estimation.

QUOTATION EXCLUDES:

Any pull handles and special locks, unless otherwise specified on quotation Electrical work that might need to be done plastering, painting or any flat bar or silicone require close gaps due to openings not being square. Removal of any existing windows and doors. Breaking and chiselling of openings to ensure products fit.

Any cover strips require should the installation be in a face brick wall, where any unsightly gaps may be due to skew brickwork. These strips can be provided at an additional product and installation cost. Go To Door and Window will provide a quotation for the additional sealing products, and once the quotation is paid, proceed to complete.

The quotation excludes any Safety Files, Medicals or Site Induction costs. Should this be required it can be provided at an additional cost, to be quoted and paid prior to installation.

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PARTICULARS OF THE QUOTATION:

GO TO Door and Window's quotations are based on the Customers window schedule, standard window sizes, or sizes provided by the Customer. If it is required that GO TO Door and Window need to go out to the site to measure and confirm sizes, the **quotation will be seen as Customized**. It will be **subject to change in accordance with custom prices which will lead to an estimated price increase of between 15-20 % depending on the size changes**.

Openings will be measured on-site once the deposit is paid. Glass quoted will be according to SAGGA (south African Glass & Glazing Associations) regulations unless clearly specified on the window schedule or requested by the Customer. The actual unit (door & window) will be 10mm smaller in width and height when ordered to accommodate fixing and plastering. Reveals should NOT be plastered PRIOR to the installation of windows and doors. Please note, if the Customer requires us, GO TO Door and Window, to measure, we can only do this once the floor screed has been cast to insure a flush floor finish. It remains the responsibility of the Customer to supply the finished floor level, heights and floor covering thickness. GO TO Door and Window will not cut into floor screed to accommodate floor levels if not communicated correctly by the Customer. Any special requests or instructions must be communicated in writing with the sales representative, who will in turn relay it to the production and installation team. **Our teams are not allowed to take any instructions from the Customer or his/her building contractor on site. All communication must be in writing, through the office to prevent any omissions or discrepancies.**

CUSTOMER RESPONSIBILITY:

It remains the responsibility of the Customer to ensure that the items ordered are fit for the project/property. Please note elevation drawings are not on the scale and are only provided as an indication for general confirmation of the design of an item. All elevations and drawings will be viewed as seen from outside of the building. The Customer must state the way they require stack doors, sliding doors and single doors to open, as seen from the outside. Upon completion of installation, the Customer will be required to sign off the installation. Should the Customer have any issues with the installation, he/she must supply GO TO Door and Window with a snag list in writing. This is to ensure that we do not miss any possible flaws or issues the Customer might have. Should there be any additional issues, that GO TO Door and Window were not informed of in writing after the first snag list, a site call-out fee will be charged with R850 per day. Once the Customer has signed off the installation inspection document, it will be assumed that the installation is done to the satisfaction of the Customer. Should the Customer not be able to sign off the installation note, he/she will have **24 hours** to notify GO TO Door and Window in writing of any dissatisfactions. In the event of non-disclosure as set out above the installation will be deemed satisfactory. After this full and final invoice amount will be required within no longer than one working day.

ADMINISTRATION COST:

Should the Customer make a late payment, he/she will be liable to pay an administration fee of R500 per day for each day that payment of the final invoice amount remains outstanding.

Goods remain the property of GO TO Door and Window until paid in full. Go To Door and Window reserves the right to go to the property and remove its property. In the instance that the site is not ready for installation, or any documentation is required on site which GO TO Door and Window was not informed of in writing, GO TO Door and Window will charge an additional amount of R2500 for unsuccessful installation and travelling costs. A new installation date will then be scheduled in accordance with other orders on hand. If the Customer should cancel the order after acceptance thereof (within 24 hours, in writing) a 15% administration fee of the full contract amount will be retained by GO TO Door and Window for any costs or losses incurred. If more than 24 hours have lapsed from the date of acceptance it will not be possible to cancel the order.

WIND LOAD:

All quotations are calculated at 1000 Pa wind load unless otherwise specified. Should a different wind load specification be required please advise GO TO Door and Window in writing, for the revised quotation to be calculated. GO TO Door and Window will not be held liable for the incorrect wind load specifications as it remains the responsibility of the Customer (Structural Engineer) to specify the required wind load.

GLASS & ENERGY SPECIFICATIONS:

All glass fitted will be according to AAAMSA and NBR glass specifications. (SANS 204 & 10400-XA) Quotations are calculated using industry standards with performance U-Value on approximately 7.9W/m² and 0.81 SHGC. By accepting this quotation, the Customer acknowledges that he/she has been made aware of this and that the specification falls within the requirements as set out in a SANS 204/10400-XA as calculated by the architect or the owner. Should a different energy specification be required the Customer should advise GO TO Door and Window in writing for a revised quotation to be calculated. GO TO Door and Window will not be held liable for incorrect energy specifications as it remains the responsibility of the Customer (architect/engineer) to specify the required values per item.

BREACH:

If the Customer commits a breach of the provisions of these agreements and fails to remedy the breach within 7 (seven) days of receipt of a written notice from GO TO Door and Window requiring the breach to be remedied, GO TO Door and Window may as its opinion either:

Enforce immediate specified performance on the Customers obligation under this agreement: or Without prejudice to any other right which may enjoy, cancel this agreement, and recover such damages as it may have suffered because of the breach.

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RESERVATION OF OWNERSHIP:

The Customer hereby confirms that GO TO Door and Window will remain the owner of the goods until full payment of all invoices is received. In the event of non-payment by the Customer, GO TO Door and Window will be entitled to remove all the frames, glass and handles that they have provided to the Customer. If the frames, glass, and handles are not in mint condition by the time of removal, GO TO Door & Window will be entitled to institute a claim to recover any damages suffered.

COSTS:

If GO TO Door & Window employs attorneys to enforce any rights or obligations arising out of or relating to this agreement, GO TO Door & Window will be entitled to recover its reasonable attorney's fees, costs, and other legal expenses from the Customer.

VARIATION:

No agreement varying, adding to, deleting from, or cancelling this agreement, and no waiver whether specifically, implicitly or by the conduct of any right to enforce any term of this agreement, shall be effective unless reduced in writing and signed by or on behalf of the parties. It is recorded that exists to collateral and/or other agreements and that this is the sole agreement entered by and between the parties and no party shall be entitled to seek rectification of any of the terms hereof.

PREAMBLE:

The Terms and Conditions of Sale shall exclusively apply to all agreements between GO TO Door & Window and the Customer. Any differing conditions or terms of the buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this agreement must be in writing.

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