TERMS AND CONDITIONS

In the unlikely event that these 30 (thirty) terms and conditions are incomplete, cut-off or unclear, please visit our website for the full version at https://aluminiumtrends.co.za/guides/

1. THESE T&C's BECOME APPLICABLE AND WILL BE DEEMED TO BE ACCEPTED AND AGREED TO BY THE CLIENT UPON RECEIPT OF THE DEPOSIT REFLECTED ON THE QUOTATION OR UPON ACCEPTANCE OF THE QUOTATION VIA EMAIL, TEXT, VOICE NOTE OR OTHERWISE.
2. QUOTATION IS VALID FOR 30 DAYS ONLY.
3. IF QUOTATATION IS ACCEPTED AND DEPOSIT IS PAID, BUT OUR WORK CANNOT COMMENCE WITHIN 30 DAYS SINCE THE QUOTATION WAS SENT/DELIVERED, WE RESERVE THE RIGT TO ADJUST OUR QUOTATION TO INCLUDE STORAGE FEES FOR MATERIAL ORDERED AND/OR PRICE INCREASES FROM OUR SUPPLIERS. ALL SUCH PRICE ADJUSTMENTS WILL BE DULY COMMUNICATED.
4. WORK WILL NOT COMMENCE IF DEPOSIT IS OUTSTANDING. LIKEWISE ORDERS WILL NOT BE PLACED IF DEPOSIT IS OUTSTANDING.
5. WE WILL ONLY COMMENCE WITH WORK WHEN THE DEPOSIT REFLECTS IN OUR BANK ACCOUNT (PROOF OF PAYMENTS ARE NOT ACCEPTED).
6. DEPOSITS ARE REFUNDABLE BUT REASONABLE ADMINISTRATION FEES, COSTS INCURRED AND HANDLING FEES WILL BE DEDUCTED.
7. ORDERS OF R10 000 OR LESS SHOULD BE PAID IN FULL UPON ACCEPTANCE OF OUR QUOTATION (I.E. 70%/20%/10% PAYMENTS ARE NOT APPLICABLE).
8. WE ONLY ACCEPT EFT PAYMENTS - CASH DEPOSITS INCUR HUGE BANKING CHARGES WHICH WE CANNOT BEAR.
9. WHILST WE STRIVE TO ACCURATELY PREPARE EACH QUOTATION, IT REMAINS THE RESPONSIBILITY OF THE CLIENT TO VERIFY THE QUANTITIES, COLOR AND SIZES.
10. CABIN HOOKS, BARREL BOLTS, SHOWER SHELVES, WEATHER BARS AND - STRIPS ARE NOT NECESSARILY INCLUDED IN OUR QUOTATION AND WE RESERVE THE RIGHT TO CHARGE AN ADDITIONAL FEE FOR THESE.
11. ALL MATERIAL USED REMAINS OUR PROPERTY (WHETHER INSTALLED, ON SITE OR ELSEWHERE) UNTIL FULL PAYMENT HAS BEEN MADE.
12. WE HAVE A RETENTION RIGHT/LIEN OVER OUR MATERIAL WHICH WILL ONLY BE WAIVED UPON RECEIPT OF FINAL PAYMENT.
13. WE RESERVE THE RIGHT TO REMOVE OUR MATERIAL IF THE CLIENT DEVIATES FROM THE PAYMENT AGREEMENT (EVEN IF THE PREMISES ARE OCCUPIED BY WHOMEVER).
14. WE ARE NOT RESPONSIBLE FOR ANY SEAL WORK AND/OR WATERPROOFING AROUND THE FRAMES, NOR DO WE PLASTER AND PAINT.
15. WHERE SCAFFOLDING OR HOISTING IS REQUIRED, IT IS THE CLIENT'S RESPONSIBILITY AND FOR CLIENT'S ACCOUNT, UNLESS WE SPECIFICALLY INCLUDED SCAFFOLD HIRE IN OUR QUOTATION.
16. CLIENT SHOULD MAKE SURE THE PREMISES ARE ACCESSABLE TO OUR EMPLOYEES AND PROVIDE POWER/ELECTRICITY AND ABLUTION ALWAYS.
17. WHERE WE ARE REQUIRED TO INSTALL SHOWERS IT REMAINS THE RESPONIBILITY OF THE CLIENT TO SHOW US WHERE ALL HIDDEN WATER PIPES AND PLUMBING PARTS ARE LOCATED. WE CANNOT BE HELD LIABLE FOR THE DAMAGE CAUSED BY WATER LEAKS AND/OR PIPE BURSTS WHERE WE ACTED WITH REASONABLE CARE WHILST DRILLING.
18. IF GLASS ARE SEALED/WRAPPED, SUCH WRAPPING MUST ONLY BE REMOVED IN OUR PRESENCE OR BY ONE OF OUR REPRESENTATIVES, OR ELSE WE WILL NOT BE LIABLE FOR DAMAGE OR BREAKAGE AND THE MATERIAL WILL HAVE TO BE REPLACED AT CLEINT'S OWN EXPENSE.
19. WE WILL NOT ISSUE ANY WARRANTEES, CARE MANUALS OR SAGGA (COMPLIANCE) CERTIFICATES IF MONIES ARE OUTSTANDING.
20. WE ARE UNDER NO OBLIGATION TO PROVIDE KEYS TO ALL DOORS, EXCEPT FOR THE FRONT DOOR, WHILST FINAL PAYMENT IS OUTSTANDING.
21. IF WE HAVE TO TAKE LEGAL ACTION TO RECOVER ANY PAYMENTS DUE BY THE CLIENT, OR IF WE HAVE TO OBTAIN A COURT ORDER TO ENFORCE OUR RIGHT IN TERMS OF THESE T&C's, ALL SUCH LEGAL FEES ENCURRED WILL BE FOR THE ACCOUNT OF THE CLIENT ON AN ATTORNEY-AND-CLIENT SCALE, PLUS COLLECTION COMMISSION AND *MORAE* INTEREST AT THE APPLICABLE RATE (CURRENTLY 11,25% AS OF 05/2023) FROM DATE OF DEMAND UNTIL FINAL PAYMENT.
22. WHERE CLIENT IS A BUILDING CONTRACTOR, CLIENT IS NOT ALLOWED TO CHARGE US PENALTIES OR DEVIATE FROM THE AGREEMENT UNLESS A JBCC CONTRACT OR ALTERNATIVE AGREEMENT WAS ACCEPTED AND SIGNED BY US, AND, EVEN SO, WE MUST BE NOTIFIED OF THE DEFAULT IN WRITING AND AWARDED REASONABLE TIME TO RECTIFY SAME BEFORE PANALTIES CAN INCUR.
23. CLIENT HAS TO REPORT ALL SNAGS TO US WITHIN 6 (SIX) WEEKS AFTER COMPLETION OR ELSE THESE WILL BE VIEWED AS NORMAL WEAR-AND-TEAR.
24. INCIDENTAL INTEREST AT 2% PER MONTH TO A MAXIMUM OF 24% PER ANNUM WILL BE CHARGED ON ALL OUTSANDING PAYMENTS. INCIDENTAL INTEREST WILL BECOME APPLICABLE 20 BUSINESS DAYS AFTER DELIVERY OF OUR INVOICE IF THE AMOUNT THEREON REMAINS UNPAID.
25. LIKEWISE, IN THE EVENT THAT DISCOUNT IS NEGOTIATED AND/OR REWARDED (SOLELY WITHIN OUR DISCRETION) AND NOT PAID WITHIN 20 BUSINESS DAYS, SUCH DISCOUNT WILL BE FORFEITED.
26. CLIENT IS NOT ALLOWED TO PAY OFF AN AMOUNT DUE IN INSTALLMENTS. THIS COULD LEAD TO LEGAL ACTION BEING TAKEN AND INCIDENTAL INTEREST WILL BE LEVIED ON THE BALANCE THAT REMAINS OUTSTANDING.
27. ANY DEVIATION, RELAXATION AND/OR INDULGENCE GRANTED BY US, TO THE CLIENT, SHALL NOT CONSTRUE A WAIVER OF OUR RIGHTS UNDER THESE T&C'S NOR SHALL IT AFFECT THE REMAINDER OF THE TERMS APPLICABLE NOR SHOULD IT BE CONSTRUED AS A PRECEDENT FOR FUTURE PROJECTS, BECAUSE ULTIMATELY IT RESTS SOLELY WITHIN OUR DISCRETION WHETHER TO AMENDMENT THESE T&C'S UNDER CERTAIN CIRCUMSTACES OR NOT.
28. ALL GLAZING WILL BE ACCORDING TO SAGGA REGULATIONS BUT IT IS THE RESPONSIBILITY OF THE ARCHITECT TO STIPULATE GLASS SPECIFICATIONS ACCORDING TO U-VALUES AND WIND LOAD.
29. WE GIVE A 1 (ONE) YEAR WARRANTEE ON ALUMINIUM POWDER COATING, WORKMANSHIP AND LATENT DEFECTS. WE GIVE A 2 (TWO) YEAR WARRANTEE ON FRAMELESS PRODUCTS. HARDWARE ITEMS CARRY SEPARATE SUPPLIER GUARANTEES EXCLUDING FLUSH BOLTS WHICH WOULD HAVE TO BE ASSESSED FOR MISHANDLING FIRST.
30. PLEASE FAMILIARISE YOURSELF WITH CYBERCRIME THAT IS ON THE RISE AND KNOW THAT WE WILL NEVER COMMUNICATE A CHANGE OF BANK DETAILS.