



SPRINGTRADE 114 CC T/A

# MODCON

Creating Concrete Solutions  
CK 99 23405/23

P.O. BOX 39017  
BRAMLEY  
2018

TEL (011)786-2476  
FAX (011) 887-2877  
info@modconprecast.co.za  
www.modconrsa.co.za

## TERMS AND CONDITIONS

### 1. PAYMENTS

- a) All orders placed require a 50% deposit on confirmation of order. The balance to be paid in full prior to delivery.
- b) Production of goods will only be started once payment has been cleared through the bank, whether internet (2days), cheque (7 days) payment made.
- c) If credit facilities have been arranged, payment at net invoice is due 30 days from date of invoice.
- d) Credit card facilities are available at the above premises and mobile for site payments.
- e) Post dated cheques are not acceptable.
- f) Clients will be held liable for bank charges on cheques returned unpaid.
- g) A 20% handling fee will be levied on all good returned in good selling order. If not in good order we will not accept. Standard delivery rates apply on collections.
- h) Good specially manufactured are not refundable.
- i) We reserve the right not to accept returns.
- j) Standard delivery rates apply on all deliveries.
- k) Failure to pay for goods by the due date entitles Modcon Precast to collect and remove from site. (Without having to obtain a court order).
- l) On all orders placed the onuses in on the client to fax or email orders and proof of payment to Modcon Precast to enable us to start production.
- m) All payments made please refer to your quote number as reference.
- n) NO CASH REFUNDS

### 2. QUOTATION

- a) Are valid for 30 days only
- b) Specials can only be quoted by management
- c) No Warranty of guarantee is given on goods purchased. All responsibly in the manner and purpose of its usage is with the purchaser
- d) Manufacture dates will be supplied by Management only.

### 3. DELIVERY

- a) Goods will not be delivered unless payment received in full
- b) All risks and responsibilities are for buyer upon delivery
- c) Delivery crew will not install or assemble goods purchased
- d) No goods will be placed indoors. If client requests indoor delivery this is at clients risk and Modcon Precast will not be held liable for breakages and or damages to property.
- e) Goods delivered will be off loaded 3 to 5meters away from the truck only, unless prior arrangements have been made with management.
- f) Please check all quantities delivered carefully and mark any discrepancies.
- g) No discrepancies will be accepted unless clearly marked on the delivery note
- h) Deliveries are estimated upon receipt of order and we cannot be held liable for penalties on late deliveries (As production may have been effected by the weather, goods cannot be manufactured in the rain, and is slowed down in cold temperatures, up to date we have not encountered a problem with weather).

### 4. INSTALLATION

- a) should your walls be out of plumb or level, extra will be charged should we have to correct it, or down time shall be charged while we wait to have it corrected.
- b) All power, scaffolding, raw material and decorating should any specialised scaffolding equipment be required, these are to be supplied by others.
- c) A dedicated power points must be supplied
- d) Waterproofing and specialised jointing i.e. polysulphide and any specialised jointing by others.
- e) We do not accept responsibility for goods installed incorrectly due to you having given incorrect instructions.
- f) All site instructions must be given in writing.
- g) Datum lines must be given by the site.
- h) We will not be held responsible for incorrect instructions given
- i) If any extras are ordered and time delays are incurred, we cannot be held responsible for penalties.
- j) Should there be any variations to the original quote incurring extra work, this will be subject to a revision of pricing.
- k) Goods damaged by others once installed, will be charged to the main contractor accordingly irrespective of who damaged the goods.
- l) Under no circumstances whatsoever shall Modcon Precast be liable for consequential damages sustained by the client or any person due to negligence or miss care of the products supplied or installed
- m) No work will be undertaken on scaffolding that does not have a clearance certificate by a certified scaffolding company or representative.
- n) No work will be undertaken unless the proper safety regulations are adhered to.

**PLEASE NOTE** – No goods will be supplied and or work started unless all pages are initialled, completed and signed below.

SIGNED .....

AT .....THIS DAY ..... of ..... 20.....

COMPANY / CLIENT ..... Print Full Name ..... Tel .....

Telephone ..... ID Number ..... WITNESS .....

Being aware that this is a legal and binding document