

PREMIUM ALUMINIUM – STANDARD TERMS AND CONDITIONS

WHITE – ALL ORDERS

ORANGE – SUPPLY-ONLY ORDERS

BLUE – INSTALLATION ORDERS

IMPORTANT – PLEASE READ BEFORE YOU SIGN OR PAY. The clauses in the red-bordered boxes limit our liability, place risk on you, or require you to pay or forfeit money. You may ask us to explain any clause before you accept. **Nothing in these terms limits any right you have under the Consumer Protection Act 68 of 2008 (CPA)** where it applies to your order.

ACCEPTANCE & QUOTES

- 1. Acceptance.** These terms form part of your quote and bind you once you sign, accept in writing (signature, email, message or voice note) or pay the 50% deposit. You confirm you have read and understood them. We start manufacturing only after we have received the deposit **and** your written approval of the final schedule.
- 2. Quotes & pricing.** Quotes are valid for 30 working days; after that, prices may change with labour or material costs. If site conditions or specifications change from what you told us, we will confirm any price revision in writing before proceeding. Anything not listed in writing on the quote is excluded.
- 3. Changes.** Changes to an order must be agreed in writing; verbal instructions are not valid. We may update these terms for future quotes only.

PAYMENT, OWNERSHIP & STORAGE

- 4. Payment.** 50% deposit before manufacturing. **Installation orders:** a further 45% before installation and the final 5% at practical completion (usable for its intended purpose, even if minor touch-ups remain). **Supply-only orders:** balance in full before collection or delivery. **Orders under R8,000:** paid in full upfront. **Extra work:** deposit topped up to 50%. Payment counts only once funds reflect in our bank account (proof of payment is not accepted).
- 5. Storage & unpaid goods.** If payment is late, or you postpone collection, delivery or installation, a 5-day grace period applies from the scheduled date; from day 6 a storage fee of **R250 per day** is payable. If goods remain unpaid or uncollected after we give you written notice, we may sell or dispose of them and set the proceeds against what you owe, returning any surplus to you.
- 6. Ownership & risk.** Goods remain our property until paid in full. Risk in the goods passes to you on collection or delivery.

APPROVALS, TIMELINES & DELAYS

- 7. Approvals.** Before manufacturing you must check and approve the quote and final schedule. After paying the deposit, nominate **one** contact person to finalise details, sign off and give instructions. If you accept on behalf of an end-user (tenant, homeowner or business), you confirm you have their authority.
- 8. Lead times & delays.** Lead times are our best estimates, not guaranteed dates, unless we confirm a date in writing. Delays you cause (site not ready, late sign-off or payment, changes after approval) are your responsibility and we may charge for wasted time, transport and extra labour. We accept no retentions or penalty deductions.

GUARANTEES

- 9. Our guarantees.** From the date of collection, delivery or installation:
 - **1 year** workmanship (installations done by us only)
 - **5 years** hardware
 - **15 years** powder coating
 - **5 years** glass delamination and colour degradation; **3 months** free replacement of defective clear toughened glassGuarantees apply where the product is used, installed and handled correctly, payment is made in full, and it has not been altered, repaired or fitted with non-approved parts. If a claim is accepted we repair or replace the item, covered for the remainder of the original guarantee period. We assess every claim fairly; no other guarantee or promise applies unless given in writing. **These guarantees are in addition to your CPA rights**, including the 6-month implied warranty of quality (s56) and the right to quality service (s54).

YOUR RIGHTS, DISPUTES & THE GUIDE

- 10. Disputes & privacy.** South African law applies. Please raise complaints with us first (info@premiumaluminium.co.za); you may also approach the National Consumer Commission or the courts. We use your personal information only to process your order, per POPIA.
- 11. Client Preparation & Operations Guide.** Site readiness, working hours, shower curing, collection procedures and other practical requirements are in our Guide (www.premiumaluminium.co.za/guide/; copy on request), which forms part of your order.

IMPORTANT – CLAUSES THAT LIMIT LIABILITY OR AFFECT YOUR MONEY

- 12. Cancellation & deposit.** Your goods are custom-made and cannot be resold. Before manufacturing starts you may cancel in writing and we refund your deposit less our site-visit and admin costs. **Once manufacturing has started, no changes or cancellations are possible.** You are then liable for the cost of all goods made and work done to that point; your deposit is credited against this and is non-refundable to that extent.
- 13. What the guarantees exclude.** Damage from third-party handling, transport or installation; misuse, negligence, accidents, wear and tear or environmental exposure; flush bolts (replaceable at extra cost); installations that do not meet technical or safety standards; and glass cracking caused by vinyl, tint, film or stickers applied to performance glass.
- 14. Limits of our liability.** We are not liable for:
 - (a) **indirect or financial loss** (delay, loss of income, inconvenience) arising from any defect or delay;
 - (b) **errors in sizes, specifications or instructions** supplied, approved or given by you, your contact person, other contractors or end-users and not corrected before manufacturing (E&OE);
 - (c) **damage during removal or cutting-in** (tiles, plaster, sills, dust, gardens, plants), hidden pipes, alarms or wiring not disclosed to us, or fixed items you did not cover;
 - (d) **structural conditions** of openings (e.g. sagging lintels, shifting beams);
 - (e) **water ingress, leaks or damp** caused by site conditions or work by others. Waterproofing depends on reveals, plastering, drainage and damp-proof courses; silicone alone does not guarantee it;
 - (f) **energy-efficiency compliance** (SANS 10400-XA), which is for your professional. Our glazing complies with SAGGA and SANS 10400-N;
 - (g) **delays outside our control** (supplier delays, absent contractors, Acts of God, government restrictions, power or equipment failure, strikes, civil unrest). These do not cancel the order or entitle you to compensation or penalties.**This clause does not exclude our liability for gross negligence, wilful misconduct, death or personal injury, or anything the law does not allow us to exclude.**
- 15. You acknowledge that:** (a) on supply-only orders, if you decline a demonstration and sign the collection/delivery note, the goods were received complete and in good working order; and (b) by signing the Job Completion Confirmation on installation orders, you confirm the installation is complete and satisfactory on that date. Hidden defects and your statutory rights are not affected.
- 16. Supply-only orders.** You must ensure openings are correctly sized, level and prepared. We manufacture exactly to the sizes you give; any measurement we take is advisory only and you must confirm final sizes. We are not responsible for installation by others, or for handling, transport, storage, theft or damage after collection or delivery. Products are tested and video-recorded before dispatch; you may request a live demonstration or visit our factory first. No waterproofing guarantee applies. Returns to our factory for a defect reported within 6 months of delivery are at our risk and expense (CPA s56); after that, at your cost.
- 17. Installation orders.** Building work (plastering, cutting-in, tiling, painting, breaking out) is excluded unless quoted in writing. Site readiness: see the Guide (clause 11). Within the 1-year workmanship guarantee we provide one free re-application of silicone or plaster; further sealing and maintenance is yours. If you postpone on the day or fail to pay, a new pro forma is issued for the full balance plus a late-cancellation fee, and we reschedule after payment.

IMPORTANT – PLEASE CHECK CLIENT PREPARATION & OPERATIONS GUIDE. The Guide explains the practical side of your order: what to prepare, who to talk to, what to expect on the day, and how to get help afterwards. **You do not need to read it all at once.** Use the contents table included to jump straight to what you need. www.premiumaluminium.co.za/guide/

I / we confirm that I / we have read and understood these terms, including the red-bordered clauses that limit liability or affect my money, and have authority to accept them.

Quote no.:

Client name (print):

Signature:

Date: