

## STANDARD TERMS AND CONDITIONS

These terms and conditions will apply to all agreements and / or variations thereof entered into by and between Econo Steel Structures (Pty) Ltd herein referred to as the contractor and the customer

1. The Standard Terms and Conditions contained herein shall be incorporated in the agreement entered into by and between the contractor or the client and the information contained along with any reference on the reverse of the terms and conditions incorporated as a part of the agreement entered into by and between contractor and the customer
2. All information contained on the reverse of this document is true, correct and accurate in all respects and the contractor is authorised to detail by the customer to confirm that include the customer's banker and / or any other person
3. If the client has a legal entity commits the signatory and / or representative of the client himself as surety and co-principal debtor at the time of signing this acceptance of the quotation and placing the order. The representative and signatory guarantees that he is fully authorised to sign this document and that there be no mistake and or error at the time of placing the order after the quotation has been accepted.
4. The Customer selects his Dom Cilium Citandi ET Executandi (address) as shown on the reverse side of this document for the purpose of or loan of any documentation resulting from this quote and delivery order is placed.
5. The customer waives all right exceptions, including but not limited to non-numerates parcuries, non-oasis debillt caicull errors.
6. No amendment to this document will be useful and be enforceable, unless such amendment in writing and placed in both the client and the contractor or its authorised representative is not signed.
7. Ownership in all products provided by the contractor will be reserved until the full outstanding purchase price by the client to the contractor is paid.
8. This order placed by Customer and accepted by the contractor is a valid and binding agreement entered into by and between the customer and the contractor that the terms and conditions on the front and back of the document and include it is that the contractual agreement by and between the client and the contractor.
9. Payment will be in terms of the order by the customer on the contractor promptly be made in terms of the agreement which will look as follows: 50% upon acceptance of quote, 30% for delivery and 20% on completion, before the engineers certificate in respect the creation by the contractor to the customer handed over.
10. If a Cheque is dishonoured by the customer, the customer has the right to view the dis-honouring.

11. Interest will be charged on the outstanding amount at a rate of 2% above the applicable PRIME interest rate applicable to commercial banks. Interest will be charged on the outstanding amount from date of delivery of the tax invoice to the customer by contactors to date of payment of the full.
12. The customer agrees to pay amounts as calculated on a scale between attorneys and own client including collection commission and tracking costs. If any action by the contractor to the customer will be established. The amounts payable as such will not be subject to taxation.
13. The contractor has no responsibility for theft from the customer's premises where the construction of the structure occur.
14. The contractor makes no other than that specifically decline in the terms and conditions of this Agreement.
15. Payment must be made to Econo Steel Structures at the request of the contractor.
16. A certificate signed by the director / manager of the contractor (whose authority does not have to be proven) are sufficient and prima facie evidence of the amount outstanding as debt by the client to the contractor.
17. The contractor assumes no liability and / or will be liable for any damages and / or injury sustained by any person and / or goods such as damage to the construction site and indemnifies the customer against the contractor and such damage or injury.
18. Guarantees and / or sessions with the contractor may be required to be signed by the client, which was signed by the client will be on presentation and request.
19. The customer hereby consents to the jurisdiction of the Magistrate's Court notwithstanding the amount paid by the contractor from a customer claimed. The consent to the jurisdiction of the Magistrates Court would not rule out that the contractor any other competent Court to approach if it would be necessary.
20. All warranties by the contractor to the customer supplied with regard to the erection of the structure shall be null and void if payment in terms of the order is placed not on the timely payment dates by the client be made.
21. The client hereby warrants that the necessary consent has been obtained and notice required consent is also provided to the contractor for the construction of steel structure on the construction site.
22. The customer will grant access to the contractor to provide the construction site.
23. Any defects to the steel structure, noted by the customer within three (3) days from date of completion of the steel structure reported to the contractor, will not be the responsibility of the contractor to be repaired after three days of this period.
24. In the event of a dispute between the client and the contractor the client will not be entitled to any payment from the contractor to be withheld.
25. If the customer withhold any monies from the contractor, the contractor will be entitled to suspend work until the amount payable by the client to the contractor until the entire outstanding amount is paid, the contractor is entitled to its builder's retention and / or any other remedy available to him to exercise.
26. Delivery and construction are subject to the availability of the product by the contractor used.

27. Quoted prices are only seven (7) days from quotation valid.

28. Customer acknowledges receipt of an identical copy of the terms and conditions.

CLIENT'S SIGNATURE

---