



081 541 5111
sales@wattiepergolas.co.za
wattiepergolas53
60 Chapmans Avenue,
Helderberg, Cape Town



www.wattiepergolas.co.za

STANDARD TERMS AND CONDITIONS

1. All quotations shall be valid:
 - 1.1 only in writing and,
 - 1.2 for a period of 30 days from the date thereof.
2. A binding contract shall come into existence upon acceptance by the client of Wattie Pergolas's quotation.
3. No variation of these terms and conditions will be applicable or recognized by Wattie Pergolas unless such amendment or variation has been expressly agreed to in writing by Wattie Pergolas.
4. All illustrations, specifications, advertisements, schedules and documents are for information purposes only and not binding on Wattie Pergolas. Any illustrations, descriptive matters, dimensions and specifications submitted with the quotation are approximate and only intended to present a general idea of the goods described therein and Wattie Pergolas shall not be responsible for loss due to any discrepancies therein.
5. Aluminium louvers and aluminium roofs shall not be covered if any heavy attached frameless glass, sliding door's, steel frame or shutters is attached to Wattie Pergolas structure.
6. Wattie Pergolas shall under no circumstances be responsible for any loss incurred by reason of incorrect information and/or measurements communicated to it by the client or his agent.
7. Ownership of the goods shall not pass to the client until the full purchase price in respect thereof has been paid.
8. In the event of the client failing to pay any amount on due date or retaining any portion of the contract price then, in addition to any other remedies available to it, Wattie Pergolas shall be entitled to waive all discount as well as to charge interest on any amount outstanding at 2% above the prime commercial overdraft rate charged by First National Bank from time to time.
9. Wattie Pergolas shall not be liable for any damages cause by other company's that deliver material to the client. Wattie Pergolas shall not be liable, in contract or delict or otherwise for any loss or injury arising from or caused by the failure by Wattie Pergolas to perform any of the obligations herein, including any loss or injury attributable to any negligent or gross negligent act or omission on the part of Wattie Pergolas or its employees. No warranty or claims on wind damages to any canvas awnings because awnings are for shade and not wind.
10. Should any unforeseen problems arise due to the crumbling or non-alignment of walls or any other unforeseen difficulty in installing the goods, the work done to rectify these problems shall be charged by Wattie Pergolas to the client as an extra.
11. It shall be the sole responsibility of the client to obtain municipal and/or Local Government approval for the goods (including approved plans).
12. The parties hereto specifically record that the goods do not constitute a fixture.



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13. Any period or date quoted for the installation and completion given is intended as an estimate and Wattie Pergolas shall not be liable for any loss arising, directly or indirectly, for any delay in the completion of the contract works.

14. In the event of Wattie Pergolas being required to store any items by the client pursuant to the execution of the contract works then and in such event Wattie Pergolas shall be entitled to raise an appropriate storage charge. In the event of the client failing to collect such items from Wattie Pergolas, upon seven written days notice to do so, the client hereby irrevocably authorizes and empowers Wattie Pergolas to sell such items to defray storage costs.

15. In the event of the client for whatsoever reason cancelling the order, then in such event Wattie Pergolas and addition to its common-law remedies, shall be entitled to payment of the full contract price.

16. The client hereby agrees at its own cost to provide all facilities to enable Wattie Pergolas to carry out the contract works including electricity, water, toilets, storage facilities, access to the site etc.

17. All payments due in terms of the Contract shall be made free of exchange or set-off to Wattie Pergolas at the address referred to above or such other address as Wattie Pergolas may from time to time nominate, within (5) days of completion of the installation of the goods by Wattie Pergolas.

18. In the event of the client failing to effect payment of any amount on due date then and in such event Wattie Pergolas shall, in its sole and absolute discretion, be entitled to suspend the execution of the contract works until payment is made by the client.

19. Any guarantees given by Wattie Pergolas in respect of the goods, shall lapse in the event of breaking contract, of extra work done and not want to pay or any payment not been made by the client on due date and/or warranty claims not being received by Wattie Pergolas within 5 days of date of the occurrence giving rise to the warranty claim.

20. Any snags in respect of the goods shall be advised in writing by the client to Wattie Pergolas within seven (5) days of completion of the installation for rectification by Wattie Pergolas, failing which no liability will be accepted for snags and /or defects, save for those as may be covered by Wattie Pergolas's standard warranty furnished to the client in respect of the goods.

21. Any increase in the cost of the material or labour arising after acceptance of the quotation by the client shall be payable by the client in addition to the contract price.

22. The client consents to the jurisdiction of the Magistrates Court in respect of any action arising out of this contract and all costs incurred by Wattie Pergolas in such action shall be payable by the client and an Attorney and own Client scale.

23. No addition to, waiver of any right or modification of this contract, quotation or agreement shall be binding on Wattie Pergolas unless agreed to in writing by a duly authorized employee of Wattie Pergolas.



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24. The client nominates for all purposes of this agreement its domicillum citandi et executandi, the address appearing on the face hereof.