

TERMS AND CONDITIONS
(in accordance with the Consumer Protection Act)
Thane Engineering Support Services CC
Registration number 2005/060516/23

1. QUOTATIONS

- Quotations are valid for 7 days only and provide a guideline to the pricing.
- Price increases related to exchange rates will be passed on to the Client.
- Quotations must be accepted in their entirety. THANE ENGINEERING SUPPORT SERVICES CC will not supply any part orders without re-quoting.
- PC item reflects a Provisional Cost.
- THANE ENGINEERING SUPPORT SERVICES CC will deliver as per the quotation unless instructed otherwise, in writing, with signatures by both parties.
- If you have any uncertainty as to what THANE ENGINEERING SUPPORT SERVICES CC will deliver, please contact us to discuss the finer details.
- Any errors and omissions detected at a later date will be recovered from the Client
- Quotations must be signed and returned to us. Receipt by us of an original signed quotation will start the process.

2. ORDER PLACEMENT AND CANCELLATION

- Orders must indicate the quotation number.
- THANE ENGINEERING SUPPORT SERVICES CC will draft a contract detailing mutually agreeable terms and conditions.
- The contract must be accepted and signed in full.
- THANE ENGINEERING SUPPORT SERVICES CC requires a deposit on order placement and balance as per **Payment conditions** included in the contract.
- Only once the contract and terms have been signed and deposit received, will the order be accepted.
- Where the contract is cancelled after payment of the agreed deposit, a cancellation fee of 30% of the contract value will be charged. All materials ordered on behalf of the Client will be charged for in full and delivered as if the contract had not been cancelled.
- Any additional costs incurred by THANE ENGINEERING SUPPORT SERVICES CC as a result of the cancellation of the contract will be charged to the Client.

3. SPECIFICATION AND VARIATION

- The Client or his Representative will provide a Specification Document in which all design specifications are captured.
- The Specification Document will form part of the Contract.
- The Contract will be null and void without a signed Specification Document.
- No addition to, variation, or agreed cancellation of the Contract, this clause or any of the annexures thereto shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- The Specification Document will form the reference point from which all work is triggered.
- The Client or his Representative may issue an instruction to THANE ENGINEERING SUPPORT SERVICES CC to vary the specification and/or works described in the Specification Document.
- Any change in shape, form, fit, function, and type of material, revised timing and sequence will be considered as a contract variation.
- All contract variations will be captured in writing.
- All contract variations will include a mechanism for evaluating the financial impact of the variation.
- All contract variations will include a statement of how the variation affects the completion date.
- Contract variations are priced at ad hoc rates which are substantially higher than the tendered rate of the primary contract.
- Any item not clearly specified in the Specification Document will be construed as a Contract Variation and priced accordingly.
- Where on-site staff must rapidly make an unassisted decision about any item that is not adequately specified, the cost and risk of such decision will be borne by the Client and his Representative.
- Where the Client has not specified a particular brand of product or particular model or class or variant of a branded product, THANE ENGINEERING SUPPORT SERVICES CC will assume that the Client has left this decision to our discretion and act accordingly. The Client shall have no recourse in this event.

4. GUARANTEE

- Workmanship is guaranteed for 12 calendar months, once full payment is made.
- Product /products carry the guarantee as issued by the manufacturer.

Limitations

- The guarantee is limited to repair or replacement of defective product for a period of 12 calendar months from handover.
- THANE ENGINEERING SUPPORT SERVICES CC is unable to guarantee any product that shows signs of mistreatment or malicious damage. In this case THANE ENGINEERING SUPPORT SERVICES CC will not repair, replace or refund your money without a written agreement stating the terms and conditions of such repair, replacement or refund.
- THANE ENGINEERING SUPPORT SERVICES CC is unable to guarantee product sourced from suppliers. THANE ENGINEERING SUPPORT SERVICES CC will however endeavour to claim from suppliers on your behalf should a product fail within a reasonable period and under reasonable operating conditions.
- Product defects must be reported to THANE ENGINEERING SUPPORT SERVICES CC in the first instance. Clients who claim directly from suppliers do so at their own risk.

5. PAYMENT

- Work will not start until deposits have been paid.
- Deposits must be paid 7 days before start of project
- A deposit to cover at least the cost of materials will be required, plus a series of progress payments during the course of the project. The detail of progress payments will be included in a formal contract. Progress payments must be paid on due dates as quoted and agreed.
- Completion is defined as the day the contractor leaves the site.
- There are no retention provisions unless agreed in the contract.
- Failure to make progress payments on time will ensure that the THANE ENGINEERING SUPPORT SERVICES CC team leaves the site taking all movable materials with them. THANE ENGINEERING SUPPORT SERVICES CC team members will only return to site on payment of a site establishment fee as defined in the contract.
- **THANE ENGINEERING SUPPORT SERVICES CC does not accept cheques**
- Payment may be made by EFT or direct deposit to our bank account
- E-mail proof of payment to info@thane.co.za

6. GENERAL

- Contracting and sub-contracting personnel have a business arrangement with THANE ENGINEERING SUPPORT SERVICES CC.
- The Client is requested not to engage any of the personnel employed on site in conversation.
- The Client may not instruct personnel employed on site in any manner whatsoever. All instructions must be by way of the site supervisor and THANE ENGINEERING SUPPORT SERVICES CC Management only.
- THANE ENGINEERING SUPPORT SERVICES CC is not bound by any verbal agreements reached between the Client and personnel employed on site.
- Where the Client requires a change to be made to the original specification, the change must be communicated to the site supervisor. The site supervisor will arrange the necessary documentation to support such change. No amendment, alteration or addition to the contract shall be valid unless reduced to writing and signed by both parties. See Clause [SPECIFICATION AND VARIATION](#)
- Where the Client negotiates a private arrangement between contracting personnel and Client, outside of the primary contract, the relationship between sub-contractor and THANE ENGINEERING SUPPORT SERVICES CC will immediately be void and the sub-contractor will face penalties as agreed with THANE ENGINEERING SUPPORT SERVICES CC. The Client will similarly incur additional cost in time delay while an alternative contractor is brought to the site and takes time to ramp up his production team. All additional costs incurred in this action will be for the Client's account.
- THANE ENGINEERING SUPPORT SERVICES CC will not be held liable for any latent or invisible defect such as sub-standard support structures, inadequate foundations etc. Similarly, hidden cables and water pipes that are damaged will be reinstated at Client's cost.
- The Client undertakes to remove any and all appliances and furniture from the work area.
- In the event that the contractor must move appliances and furniture, this will be done at Client's risk and expense.
- The Client is requested to ensure that all valuables are placed in safe and lockable areas. THANE ENGINEERING SUPPORT SERVICES CC will not be responsible for missing valuables.
- All legal costs and disbursements on attorney-client scale shall be for the Client's account if full and final payment is not received as agreed.