

ASCOT SITE SOLUTIONS (PTY) LTD

Reg: 2008/025771/07 Vat: 4960254367

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ASCOT GROUP

STANDARD CONTRACT TERMS & CONDITIONS

***NB: Standard Terms and conditions are to be signed and returned to Ascot Site Solutions (Pty) Ltd before commencement of contract.**

PRICE BASIS

Price quoted is net, delivered Gauteng Area and includes installation and commissioning where specified.

All electrical, gas, plumbing and builder's work to be undertaken by other sub-contractors.

This includes the connecting of basic services (water and electricity).

Electrical power for installation purposes to be supplied by the main contractor or customer.

It is accepted that all equipment will have surge protected electrical supply, as well as clean and treated water supply. Failing this any warranty cover on the equipment may be voided for electrical and water damage.

PAYMENT TERMS

No order will be accepted without an official written Purchase Order from the client.

COD CLIENTS:

A bank guarantee is to be furnished for the value of the contract for all contracts over R50 000.

A 50% deposit is required upon acceptance of the contract, with the balance on shipment of the goods.

No goods will be released without payment having been received in full.

CREDIT CLIENTS:

In order to qualify for credit the standard Ascot credit application must be completed.

Detailed credit checks will be performed before any credit is granted.

For new credit customers, the first order will be treated as a COD order and subject to COD terms and conditions.

The standard credit terms are payment 30 days from date of statement.

Credit clients are required to pay **50% deposit** for orders over R1 mil with the balance within 30 days of statement

Banking details of Ascot Site Solutions (Pty) Ltd are as follows:

First National Bank

Branch: Bedford Gardens

Code: 252155

Account: 62244824555

Should delivery or installation be delayed due to the site not being ready or any other delays beyond our control, storage facilities will be provided for the goods or equipment at cost to the customer.

The customer agrees to sign a waiver of lien in such circumstances whereafter payment would be due.

Therefore delays in site readiness does not result in payment to Ascot being delayed past 30 days from date of statement.

Should a dispute arise over specific equipment compliance to requirement, it is a condition of this quotation that the client, other than agreed upon retention, will withhold no other funds in relation to the specific items.

An interest charge of **15% p.a. will be levied on all overdue balances E & O E**

RIGHT OF OWNERSHIP

Notwithstanding delivery of the goods and transfer of possession thereof to the purchaser and/or the installation thereof, the ownership of such goods shall not pass to the purchaser until the purchase price has

purchaser but shall remain vested in Ascot until full payment of the purchase price has been received by Ascot.

LEAD TIMES

Our standard lead times are between 3 to 6 weeks for all locally sourced or manufactured products.

Lead times may be longer on imported products.

Exact lead times will be communicated at the time of the order and should lead times be longer than the 3 to 6 weeks indicated above due to circumstances outside our control, this will be communicated to the customer.

RETURN OF GOODS

Returns will only be accepted if goods are **UNUSED** and in **ORIGINAL** packaging and returned to Ascot within 20 days from date of delivery to the client.

Items specifically manufactured for client orders **WILL NOT** be accepted back after delivered to client.

A 15% handling fee will be charged on all returns.

CANCELLATION OF ORDER

15% Handling Fee will be charged to the client for cancellation of written orders.

GUARANTEE AND MAINTENANCE

12 Month warranty on all equipment, other than refrigerated containers, for manufacturing defaults or mechanical breakdown, under condition that all equipment are operated in accordance with manufacturer specification.

Should standard operating and maintenance procedures by properly trained and qualified staff not be followed, the warranty will be voided.

Should equipment be operated before official handover to the client the warranty will be voided.

The warranty does not cover abuse or fair wear and tear.

3 Month warranty on all mechanical replacement parts purchased from ASCOT.

3 Month limited warranty on refurbished reffridgerated containers. (Please request full warranty terms upon purchase).

No warranty on electrical parts.

Travel accommodation and labour costs of technicians are **EXCLUDED** from the warranty.

Travel, Accommodation and Labour will be quoted on, and an official written order will be requested before any work will commence.

VALIDITY

Our quote is fixed and valid for **30 days**.

INSTALLATION

All finished floor levels must provide an even surface suitable for the support of the equipment to be installed.

All electrical, steam, plumbing and building work by others.

Connecting of services to be undertaken by other subcontractors, and all services to be provided with suitable isolators, steam reticulation, gas regulators, p traps etc.

It will be the main contractor's responsibility to ensure that adequate precautions are taken to keep unauthorized personnel away from the equipment delivered to site and that adequate security is provided.

Ascot will not be held responsible for any damages to equipment should proper storage and security not be in place.

Once the equipment has been positioned, the main contractor will ensure that the equipment is not interfered with in any way, failing which the warranty will be voided.

GENERAL

All equipment is manufactured according to our standard method and tooling.

It will be the main contractor's responsibility to ensure that there is reasonable access to the site for the delivery of equipment.

Provision of services such as isolators with cabling equipment, water inlets, stopcocks and drains, steam traps etc. are to be provided by others.

All modifications to suite other requirements than specified, will be allowed for in variation orders and paid as a condition of the contract, alternatively if no variation order is allowed for then these additional costs will be for the client's account, and payment cannot be withheld.

Ascot will not accept any liability for loss or damage of equipment during transport if any third party purveyor is utilised. The client must at all times ensure that proper insurance cover is in place for the transportation of goods by third parties.

ACCEPTANCE OF STANDARD TERMS BY CLIENT:

Contract Name: _____

Client: _____

Client's dedicated Accounts person handling payment of account:

Client:

Name of Client Representative who is duly authorized to enter into this agreement:

Name: _____

Signature: _____

Date:

As Witness: 1)

As Witness: 2)
