



ASP FIRE

FIRE RISK CONSULTING • FIRE DETECTION AND SUPPRESSION

1. Standard Terms and Conditions

Please take careful note of the following sections that are binding to our proposals and quotes.

Accredited Support Professionals (Pty) Ltd. trading as ASP Fire (Pty) Ltd. herein referred to as the "Supplier"

All Clients (including Agents appointed by the client) are referred to as the "Purchaser"

1.1 Exclusions

- 1.1.1 Value Added Tax at 15.0% is excluded from all pricing.
- 1.1.2 Medical treatment and facilities on site if required will be for the account of the Purchaser.
- 1.1.3 Any Purchaser-specific medicals and safety induction requirements and the associated time spent completing these are excluded from this cost proposal, unless stated otherwise.
- 1.1.4 Any specialized Personal Protective Equipment is excluded (Safety shoes, safety glasses, hearing protection, gloves, reflective bib and hard hat have been allowed for).
- 1.1.5 The provision of a full time safety officer and project manager are excluded.
- 1.1.6 Work being carried out outside of normal working hours is excluded.
- 1.1.7 The cost of providing scaffolding, scissor lifts, ladders over 4 meters or cherry pickers are excluded from the proposal.
- 1.1.8 Any test "dump" of any suppression system, be it gas, powder, foam or water unless specifically stated.
- 1.1.9 Draining or filling of fire water tanks or fire water reticulation systems and the time required to do so are excluded.
- 1.1.10 This proposal excludes the supply and installation of all clean, dedicated single phase 220VAC or 3-phase electrical power supply points terminating in a suitable junction box or DB as required for the equipment. These are to be provided by the Purchaser's certified electrician. Power supply points with plug adaptors and switches are not acceptable.
- 1.1.11 Cranage and offloading is excluded from this quotation and is for the account of the Purchaser.
- 1.1.12 Storage of equipment delivered to site is excluded, unless specifically provided for.
- 1.1.13 Any specialized tools and core drilling are excluded. A standard tool list can be supplied on request.
- 1.1.14 All trenching, lifting of tar roads or paving, back filling and making good are excluded, unless specifically included.
- 1.1.15 Submission to and the approval from the local authority for any permits, plans or approvals, or the costs thereof, are excluded.
- 1.1.16 Supply and application of any intumescent coatings or stopping of cable voids are excluded.
- 1.1.17 Whilst reasonable care will be exercised to prevent unnecessary damage to the buildings, structures and contents, the Supplier does not accept responsibility for cutting and making good of trenching, holes or cable ways.
- 1.1.18 Standing time is charged at R1,150.00 per hour excl VAT. In the event of standing time, preliminary and general costs such as travel and the like, will be charged as per the rates reflected herein.
- 1.1.19 Standing time during overtime will be charged at 1.5 times and 2.0 times the standing time rate respectively, in accordance with the Basic Conditions of Employment Act.
- 1.1.20 Any travel outside of a travelling radius of 50km from Gauteng, or any additional travelling will be charged at R 8.50 per km excl VAT plus toll fees where applicable.
- 1.1.21 All flights, out of town accommodation and living out allowances are excluded.
- 1.1.22 Prices for equipment originating outside of the borders of South Africa are subject to forex fluctuations and our supplier lead times unless specifically stated otherwise.
- 1.1.23 This proposal is based on the information supplied to us. Any deviations due to inaccuracies in the information supplied or to differences in the actual building dimensions or installation layout or Purchaser equipment positions may result in a variation order. Accredited Support Professionals (Pty) Ltd. trading as ASP Fire does not accept any direct or consequential liability whatsoever for inaccuracies in drawings or dimensions supplied to us either by the Purchaser or by a Third Party appointed by the Purchaser.
- 1.1.24 Any additional requirements not explicitly allowed for in the scope of works, either raised by the Purchaser or due to unforeseen installation requirements that arise after the date of this proposal are excluded from the proposal pricing and will be charged for additionally.

STOPPING FIRES BEFORE THEY START!

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- 1.1.25 Packaging, crating, third party inspections, hazardous goods packaging and certification, fumigation, on and off loading, freight delays or demurrage charges are excluded.
- 1.1.26 This proposal may only be changed where done so in writing and signed by an authorized Supplier's representative. No verbal amendments or changes to this proposal will be valid or binding on the Supplier.
- 1.1.27 The Supplier does not accept any direct or consequential liability whatsoever for fire detection or suppression systems that are impaired whilst installations, repairs or maintenance is being carried out on these systems. The Purchaser is required to make the necessary arrangements in this regard.
- 1.1.28 The Supplier does not accept any direct or consequential liability whatsoever for damage or loss caused by fire detection or suppression systems installed by others that are reinstated or recommissioned whilst repairs or maintenance is being carried out on these systems.
- 1.1.29 Errors and omissions are excepted.

1.2 Payment Terms, Interest and Default

- 1.2.1 Generally 60% of the order value on placement of the order, 30% of order value on delivery of stock to site or nominated transporter; and the balance on submission of a final invoice on completion, unless otherwise agreed to in writing.
- 1.2.2 The project will commence on receipt of the initial deposit reflecting in our bank account.
- 1.2.3 Progress payments are payable on a month-to-month invoiced progress basis.
- 1.2.4 Payment is due and payable on submission of an invoice, unless otherwise agreed to prior in writing.
- 1.2.5 Prices are valid for 30 (thirty) days, subject to our supplier price changes.
- 1.2.6 All prices are in ZAR unless otherwise stated.
- 1.2.7 Prices are based on the prevailing US\$:ZAR exchange rate as per the Standard Bank of South Africa web site and any fluctuations thereto where applicable to imported equipment are for the account of the Purchaser.
- 1.2.8 All invoice values are net.
- 1.2.9 All equipment remains the property of The Supplier until paid for in full and is excluded from any landlord or building owner hypothec right.
- 1.2.10 The equipment is supplied on an EX WORKS basis and all insurance costs, freight and customs or excise duties are excluded unless stated otherwise or alternate INCO TERMS are specified.
- 1.2.11 We reserve the right to charge compound interest calculated daily on any outstanding amounts at 2.0% above the prevailing Standard Bank South Africa overdraft lending rate charged to The Supplier.
- 1.2.12 No default in payment by the Purchaser, or any relaxation or indulgence by the Supplier in respect thereof, shall in any circumstance constitute the granting by the Supplier of credit; and no credit agreement or incidental credit agreement is hereby or in the event of any default by the Purchaser created.
- 1.2.13 In the event of a payment default on any amounts due by the Purchaser, the Purchaser agrees that The Supplier shall be entitled to recover all legal and administration costs, including attorney and Purchaser costs, related to the recovery of unpaid amounts from the Purchaser.

1.3 Contract Period

- 1.3.1 Each contract period is estimated in working days from the site establishment date.
- 1.3.2 The offer is based on the assumption that all contract works can be carried out on a continuous basis during normal working hours and that free and reasonable access to the protected areas or equipment is provided.
- 1.3.3 Should the works be delayed and / or the contract prolonged or accelerated due to any circumstances whatsoever beyond the Supplier's control, resulting in lack of continuity of site work or necessitating the Supplier having to leave site and re-establish, all additional costs, including but not limited to standing time, overtime, accommodation and travel, shall be borne by the Purchaser.
- 1.3.4 In the event that any delay of the abovementioned kind occurs, the Supplier shall, without delay, give notice to the Purchaser or his representative and where required, raise a variation order.
- 1.3.5 A detailed schedule of works can be supplied, if required, upon issuing of a Purchase Order or Contract, reduced to writing and signed by the authorized representatives of both parties.
- 1.3.6 This proposal in its entirety shall be considered as accepted, valid and binding on the Purchaser where a purchase order is raised by the Purchaser, or where payment is made to the Supplier by the Purchaser without a Purchase Order based on the information contained herein, regardless of whether this proposal is signed by the Purchaser or not. A handover document signed by a representative or employee of the Purchaser shall be deemed to be acceptance by the Purchaser of the works having been carried out in accordance with all of the terms and conditions set out herein.

1.4 Guarantees

- 1.4.1 All supplied equipment carries a 12 month OEM guarantee, unless stated otherwise, subject to equipment maintenance carried out by the Supplier at the required intervals.
- 1.4.2 Damaged caused by misuse, negligence, the use of non-potable water supplies, ground subsidence, inadequate foundations, lightning, electrical power surges and water damage are excluded from the guarantee.

- 1.4.3 Installation of goods by the Purchaser where goods are supplied on a supply only basis are excluded as these are installed in circumstances beyond our control.
- 1.4.4 All workmanship carries a 12 month guarantee.
- 1.4.5 The workmanship guarantee on repaired or serviced equipment is limited to components that have been replaced or repaired. This excludes existing Purchaser equipment that is removed and refitted during the normal service or repair process.
- 1.4.6 No consequential damages or liabilities are covered under these guarantees. The guarantees are limited to the removal, replacement or repair at the discretion of The Supplier and the refitting of the equipment, or making good of workmanship, covered under this guarantee.

1.5 Legal & General

- 1.5.1 The Purchaser hereby warrants that it has a turnover in excess of the statutory amount as published from time to time in terms of the National Credit Act; that it is a juristic person; and that it is not a consumer; for any purpose contemplated in the National Credit Act.
- 1.5.2 Any person signing this Proposal thereby binds themselves as surety and co-principal debtor to the Supplier in their own capacity in the event of any default in payment by the Purchaser, such suretyship to be limited to the amount in this Proposal, plus the applicable VAT.
- 1.5.3 No variation, amendment or addition to or of these terms will apply unless specifically agreed to in writing by a person authorised by the Supplier.
- 1.5.4 Each and every term, clause, or part thereof, herein contained shall, in the case that it is found to be unenforceable, be severable from each and every one of the other terms, clauses or parts thereof.
- 1.5.5 No relaxation or indulgence by the Supplier in respect of any of its rights or any of the Purchaser's obligations shall constitute a waiver of such rights or obligations.
- 1.5.6 These terms and conditions and the proposal of which they form part, upon acceptance as set out in clause 1.3.6 above, constitute an agreement, which agreement is made in terms of South African law as at the date of acceptance.
- 1.5.7 The rule of construction in terms of which an ambiguity is interpreted against the drafter does not apply to this Proposal or these terms and conditions.
- 1.5.8 The Supplier's maximum aggregate liability to the Purchaser under, pursuant to or arising out of these terms and conditions shall not exceed an amount equal to the aggregate of the Fee and any Additional Fees.
- 1.5.9 In the event of any breach of these terms and conditions the Supplier shall be liable to the Purchaser for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Project to the extent that the Purchaser incurs such costs, limited to the quantum of fees paid to the Supplier, but the Supplier shall not be liable for any other losses incurred by the Purchaser, whether directly or indirectly as a result of the breach.
- 1.5.10 The Supplier's liability under these terms and conditions shall be limited to that portion of the Purchaser's losses which it would be just and equitable for the Supplier to pay having regard to the extent of the Supplier responsibility for the same and on the basis that all other Suppliers and contractors engaged by the Purchaser in relation to the Project shall be deemed to have provided undertakings to the Purchaser on terms no less onerous than those contained in these terms and conditions and shall be deemed to have paid to the Purchaser such proportion which it would be just and equitable for them to pay having regard to the extent of their respective responsibilities.
- 1.5.11 No actions or proceedings for breach of these terms and conditions may be commenced against the Supplier following the date that is six years after practical completion of the Project (or termination of the Supplier employment under these terms and conditions if earlier), but without prejudice to actions or proceedings that have been referred to adjudication or commenced in the courts prior to such date.
- 1.5.12 None of the provisions of these terms and conditions shall operate to exclude or limit the Purchaser's liability for death and/or personal injury and/or fraudulent misrepresentation.
- 1.5.17 The provisions of these terms and conditions shall apply to liability of the Supplier howsoever arising, whether in contract, in tort, pursuant to statute or otherwise and including in respect of negligence.