

## **ERGO DESIGNER KITCHENS CONTRACT TERMS & CONDITIONS**

(Ergo Designer Kitchens & Cabinetry is hereafter referred to as Ergo)

### **1. DESIGN & MEASUREMENTS**

- 1.1. The Client is required to sign the design floor plan(s) to confirm his/her approval of the designs.
- 1.2. The Client is required to sign the quotation accepted to confirm his/her approval thereof.
- 1.3. No alterations or additions will be made to the quotation(s) and floor plan(s), after the agreement has been signed, unless both parties agree to changes and the changes are confirmed in writing.
- 1.4. Any person signing this agreement (quotation) in a representative capacity of a company, close corporation or a trust, binds himself/ herself as surety and co-principal debtor of the Client to Ergo. It is duly accepted that the signatory is entitled to act on behalf of the Client.

### **2. MATERIALS & FINISHES**

- 2.1. The Client confirms that the finishes, patterns, profiles, styles and other materials are correctly specified on the quotation(s) and that the different materials in question have been explained to full satisfaction of the Client.
- 2.2. Ergo will not accept any changes to the quotation(s) once it has been signed/approved, unless so agreed upon in writing (refer to 1.3 above).
- 2.3. Paint, granite, quartz and veneer products are natural materials and can differ slightly from samples presented to the client during the consultation.
- 2.4. In the event of any defects, (it is the responsibility) of the Client to provide Ergo with a written list of all defects, within 7 (seven) days after installation completion. Failure to comply herewith, will exempt Ergo of any liability in respect of any defects as regards to the products and installation.
- 2.5. It is the Client's responsibility to ensure that the detailed quotation includes all accessories required. Should anything be required afterwards, an additional quotation will be issued. The additional quotation will then be added onto the existing contract once it has been approved by the Client, who is then also responsible for the additional payment(s).

### **3. INSTALLATIONS**

- 3.1. This agreement does not include the following (unless specified on the quotation): removal of old cupboards, sinks, appliances or any other equipment; moving of water pipes, mixers, electrical cables, switches, installation and/or connection of appliances and/or sinks, alteration of wall structures or any other activity connected with building, plumbing or electrical work. The Client shall ensure that all the work mentioned in this paragraph is completed by the delivery date agreed to by Ergo and the Client.
- 3.2. The Client should direct all communication regarding the installation directly to the Ergo Project manager or Sales consultant. No direct negotiation and communication regarding any aspect of the installation shall be entered into between the Client and any other installer or contractor.
- 3.3. It is the Client's responsibility to ensure that the site is ready for installation as agreed with the Consultant. A call-out fee of R 1750.00 will be charged in the event that the site is not ready on the arrival date stipulated for the project manager to commence with the installation.
- 3.4. In the event of an installation being delayed as a result of a site not being ready, the installation will be re-scheduled according to the next available date suitable for all parties.
- 3.5. Installation dates are determined once orders have been placed with suppliers and lead times are confirmed. The order will be placed with suppliers within 3 (three) working days after the deposit is paid in full and final measurements are completed. Please allow up to 4 – 8 (four to eight) weeks, depending on the finish of the cabinetry, for manufacturing and delivery from the date final measurements were taken.
- 3.6. An estimate installation timeline will be confirmed prior to the installation start date. Installation lead times are dependent on the complexity of the installation, types of materials and time required by the installation team on site.
- 3.7. The installation dates given are estimates, although Ergo will do its best to adhere to the original completion date provided. The dates are dependent on the following factors – all of which are NOT within Ergo's control:
  - a) Timeous delivery of material from suppliers,
  - b) Availability of material,
  - c) Weather conditions, and
  - d) Load shedding
- 3.8. Ergo will not be held accountable for any costs involved with the Client's third-party Contractors such as tilers, electricians and plumbers, which may result in a delay to the proposed installation dates agreed upon by Ergo and the Client.
- 3.9. The Client will not have the right to impose penalties of any sort against Ergo Designer Kitchens due to delays that may occur as a result of factors outside of Ergo's control (paragraph 3.7).
- 3.10. If the Client accepts the quotation for the counter tops through Ergo Designer Kitchens, the following should be noted:
  - a) Supply and installation of Granite & Quartz products is sub-contracted to a third-party supplier.
  - b) Such products need to be measured on-site once the cabinet carcasses have been installed.
  - c) Installation of counter tops is dependent on the availability of material and should commence within 5 – 7 (five to seven) working days after measurement. Installation dates is to be confirmed 2 (two) days after the measurements have been taken.
  - d) Ergo shall not be held responsible for any price changes of any Granite & Quartz products quoted by third-parties, based on final measurement or price increases.
- 3.11. In the event of the Client providing items such as hobs and sinks, these items need to be on site on the day worktops are scheduled to be installed. Service fees will be charged by the respective counter top supplier (as specified on the contract given by the Sub-contractor) should an installer need to return to a site to fit these or to make cut-outs.
- 3.12. After installation, the Client must provide a detailed snag list to the Consultant of Ergo within 7 (seven) days after initial installation is completed. Please take extreme care in completing this list as a second list will not be accepted.

#### 4. PAYMENT TERMS & DISCOUNTS GRANTED

4.1. The Client agrees to and accepts the following payment terms:

- a) 60% payment of total sale value on acceptance of the quotation. No ordering of required materials can be done without receipt of the 60% payment. Proof of payment needs to be sent to the consultant. If the deposit is not paid 3 (three) months after the acceptance of the quotation, the customer will be liable/(eligible?) for all industry-related price increases, if any, to apply to the accepted quote.
- b) Goods will not be released for installation without valid proof of the 2nd payment of 35%. An electronic transfer payment needs to be made at least 2 (two) days before scheduled delivery, to ensure confirmation of the received payment. If the delivery payment is not received and goods are not delivered 3 months after the order, the customer will be liable/(eligible?) for all industry-related price increases.
- c) 5% final payment to be made within 7 days after sign-off of the installation, i.e., after successful completion of the project. Interest will be charged for overdue accounts.
- d) Quotations under the value of R4000.00, needs to be paid in full.
- e) The Client is welcome to come and view their products / cabinetry at the factory before installation. (own bullet point= applicable for any valued project)

4.2. In the event that the Client has to postpone the initial installation date for a period of 30 days or more for whatever reason the following will apply:

- a) The Client agrees to pay the delivery payment in full and to only withhold the final payment until successful completion of the project. Ergo agrees to arrange for storage of all materials to be charged to the Client's account.
- b) In the event that the delivery payment is not paid in full, any price increases that might occur (for material or fittings) during the time products are in storage, will be added on-to the project amount.

4.3. No deviation from the payment terms will be accommodated without prior negotiation.

4.4. All deposits and payments are non-refundable.

4.5. This contract is subject to payment of all amounts by the Client as stipulated in paragraph 4.1.

4.6. The Client will forfeit any and all discounts initially allowed and agreed to, should the Client not meet any of the payment requirements as stipulated in paragraph 4.1.

4.7. The Client shall pay all amounts due, in terms of this agreement and in accordance with paragraph 4, without any deductions from the amounts payable for any reason.

4.8. The Client will be in breach of this agreement if the Client:

- a) Does not make the agreed payments on time in terms of this agreement.
- b) Is provisionally or finally sequestrated, liquidated or placed under judicial management.
- c) Has a court judgment that is not paid within 7 (seven) days.

4.9. The Client agrees to judgment being taken against him/her in the event of default in payments to Ergo as per any terms and conditions as set out in paragraph 4 of the agreement.

#### 5. OTHER WORK

5.1. It is the Clients responsibility to ensure that water pipes, plumbing points, electrical cables and electrical points are specifically and correctly pointed out during the measurement and on the day of installation.

5.2. Ergo and any of its staff will not be held responsible for any damage caused by drilling into water pipes and/or electrical circuit/wiring located within the walls, during the installation process. Proper guidelines need to be provided by the client and/or builder to the installation team regarding these points.

#### 6. WARRANTY

6.1. All material and components are of a first-grade quality and come with a 2 (two) year warranty against any defect.

6.2. The warranty does not cover water damage or purposeful mishandling of the installed products.

#### 7. OWNERSHIP

7.1. Once the materials/goods to be installed have been delivered to the Client's site by Ergo, any damages done to the material/goods by any party other than the persons employed by Ergo, shall then be the sole responsibility of the Client.

7.2. Notwithstanding delivery to a Client, Ergo remains the owner of all goods until all monies have been paid in full.

7.3. The Client agrees that the goods remain movable and do not become part of the Client's property, and therefore agrees that Ergo may at any time decide to remove any and all goods should the Client be in breach of agreement as noted in paragraph 4.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_