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Quotations - General Terms & Conditions

1. Definitions and Interpretation

- 1.1 This Agreement is made up of (i) the Quotation (ii) the General Terms and Conditions, and (iii) any purchase order or agreement between the parties in relation to the Quotation (“additional documentation”).
- 1.2 If there is any conflict or ambiguity between the provisions contained in the Quotation, General Terms and Conditions and any additional documentation, the provisions of the General Terms and Conditions will prevail to the extent of the conflict.
- 1.3 Where any term is defined within a particular clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.
- 1.4 Any reference to a statute, statutory provision or regulation includes reference to such statute, provision or regulation as amended or re-enacted subsequent to the signature date. This Agreement shall be exclusively governed and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 1.5 A reference to “writing” or “written” includes emails.

2. Purchase Price and Terms of Payment

- 2.1 Quotations are valid for 30 (thirty) calendar days from date of issue, unless otherwise specified in writing in the Quotation. Quotations are valid for products completed within the Plaster Art financial year, running from April to March, unless explicitly agreed otherwise in writing. Any products finished in the new financial year will be subjected to Plaster Art’s annual cost review and will impact the pricing contained in the Quotation.
- 2.2 Subject to the provisions of the Consumer Protection Act, no 68 of 2008, as amended, if applicable, all prices/rates are subject to alteration without notice, and orders will be executed at the price/rate applicable at time of despatch. Back orders shall ordinarily be executed at the price/rate applicable at the time the Quotation was accepted by the Client. All prices/ rates quoted by the Plaster Art are based on, but not limited to, foreign exchange, freight-/ insurance-/landing charges and the purchase of the materials to which the Quotation in question relates, and consequently, any variation in such prices/ rates will be for the account and be borne by the Client.
- 2.3 Orders will be processed upon full payment of goods and shipping as per the invoice provided.

3. Delivery

- 3.1 Plaster Art shall deliver the goods on the delivery terms specified in the Quotation. Delivery includes handling and labour to offload the product within a 10 (ten) meter perimeter from the delivery truck and on ground level.
- 3.2 Any cost incurred to conform to the health and safety regulations on a site will be for the cost of the client. This includes, but is not limited to, medical certificates, health and safety file costs and specialised training, if required.

- 3.3 Unless the Quotation specifically states a date on or before which delivery is required and such date or any other delivery date is accepted by Plaster Art, in writing, products will be accepted for delivery as and when it can be made available by Plaster Art, and Plaster Art is entitled to execute orders piecemeal or in part deliveries. Notwithstanding the foregoing and any contrary provision which may be contained in these General Terms and Conditions, the time of delivery shall not be of the essence of the Agreement and the client shall not be entitled to cancel this Agreement, should Plaster Art fail to deliver the products on the agreed date/s. Plaster Art shall have no liability whatsoever for late delivery or non-delivery of the products in any case of fortuitous event or any other circumstances whatsoever beyond its control; and unless the client has specifically stated a date on or before which delivery is required, which requirement Plaster Art specifically accepted subject to timeous delivery, in writing, Plaster Art accepts no responsibility whatsoever for any loss or damages caused by late delivery or non-delivery, howsoever caused or arising and the client specifically indemnifies Plaster Art as such. Any liability established shall be limited to the client's direct loss.
- 3.4 The client is expected to inspect the products on delivery and to verify specifications and quantity. Products may not be returned and deliveries may not be refused except by prior arrangement with Plaster Art. If any products sold to the client do not accord with specifications, the client shall notify Plaster Art, in writing, immediately upon the defect becoming known to the client and, provided the client does so within 14 (fourteen) calendar days from the date of delivery to the client, Plaster Art may accept liability to replace any products which were provided by Plaster Art directly to the client and which products are not in accordance with the specifications set out in the Quotation, or alternatively (provided that the products have not been damaged in any way whatsoever subsequent to it being dispatched or delivered to the client, as the case may be), at Plaster Art's option, Plaster Art shall be entitled to take the products back (only in the instance of standard products), refunding the client with the purchase price paid in relation to such products. All requests for returns or credit must be initiated in writing by the client. Any products returned at the client's request may be returned by carriage. The client will be responsible for 25% (twenty five *per centum*) of the applicable handling fee, provided that the product is standard and not bespoke, and will be invoiced accordingly.

4. **Products**

- 4.1 Goods that have been custom manufactured or modified cannot be accepted or returned. The moulds will be discarded /destroyed after the final cast has been made, unless prior alternative arrangements have been made by the client.
- 4.2 Plaster Art does not provide a storage facility and moulds will not be sold to the client, unless prior alternative arrangements have been made in writing with Plaster Art by the client.
- 4.3 Any artwork or mould created in the manufacture of products remains the sole property of Plaster Art, unless otherwise provided for in the Quotation.
- 4.4 Plaster Art uses only naturally occurring raw materials and skilled craftsman to hand make each product. A slight variation in the aesthetic properties in the products as a result is a sign of authenticity and not fault.
- 4.5 The client is to convey any specific colour requirements or expectations to Plaster Art in order for the Quotation to be properly compiled. Returned goods cannot be accepted if they are not in the same condition as they were sold.
- 4.6 Due to the nature of bespoke manufacturing, it is not possible for Plaster Art to assess the suitability of each bespoke product for its intended use. Whilst Plaster Art has many years' experience, it is not a qualified structural engineer and no responsibility for bespoke product failure will vest in Plaster Art.
- 4.7 Several of the products manufactured by Plaster Art are available in a range of colours and textures and the client specifically accepts the description of the finishes, contained in the Quotation.
- 4.8 Colour variations may occur in cement based products, due to hand processing techniques. The general lead time for cement-based products is 4 (four) to 6 (six) weeks from acceptance of the Quotation and payment of the deposit. Pricing quoted for cement based products exclude installation and sealing, unless otherwise stated in the Quotation. Certain planters, such as Anduze, are decorative and, due to their shape, they are not recommended for planting trees. Over time it is normal for crazing to appear on the surface of products manufactured from cementitious materials, particularly when exposed to an external environment. This is not regarded as a structural fault, but as an aesthetic feature of this natural material.
- 4.9 Colour samples are made available to clients upon request.

5. **Risk and Ownership**

- 5.1 Notwithstanding delivery and the passing of risk, ownership of the products remains vested in Plaster Art until such time as the client shall have effected full payment of all invoices. Payment signifies the receipt of the amount due in terms of invoice in the bank account of the Company. Until such time as the client shall have paid the invoice(s) in full for such products, the client shall not, otherwise than in the ordinary course of business, sell, pledge or otherwise encumber the products concerned, and shall not remove such products from the premises where the products are to be installed without prior written consent from Plaster Art. If third parties attempt to assert or substantiate rights over the products, the client is obliged to inform Plaster Art of any such action immediately, and Plaster Art shall be entitled to take whatever action it may deem fit to protect its rights, including cancellation of the sale and repossession of the products. In the event of any such cancellation of sale, the client undertakes to look after and keep the products safe until repossession by Plaster Art, and, upon request from Plaster Art, the client undertakes to hand over and return the goods to Plaster Art.
- 5.2 Risk of loss and damage regarding the products shall pass to the client upon delivery and/or installation. Installation shall be deemed to have occurred upon signature of the Installation Completion Form by the client. The client must take possession of the products as soon as it arrives at the specified destination/chosen premises. During transport, goods are insured by Plaster Art's insurance policy if the means of transport is chosen by Plaster Art. As a consequence, the client is expected, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising loss or damages and to ensure that all rights against carriers or other third parties are properly preserved and exercised. The client must report, by recorded delivery, to the carrier any reservations the client may have concerning the state of the products or its packaging, within 14 (fourteen) calendar days of the delivery date/installation. A copy of these reservations must be sent to Plaster Art within the same time frame. In the absence of notice accordingly, the client shall be deemed to have received and have accepted the goods in good order and condition as dispatched, delivered and invoiced by Plaster Art.

Quotation Number

Signature

Print Name

Designation _____



Company Stamp (For Companies)

Date _____