

## **TERMS AND CONDITIONS**

### **1. GENERAL**

All orders are accepted and executed on the understanding that the purchaser is bound by the following General Conditions of Sale. Where there is any inconsistency between these General Conditions of Sale and any conditions which the Purchaser seeks to impose these General Conditions of Sale shall prevail.

### **2. QUOTATIONS AND PRICES**

- a) A quotation will remain open for acceptance for a period of 14 days from the date of quotation.
- b) All quoted prices are exclusive of Value Added Tax, unless specifically stated to the contrary.
- c) A quotation signed by the Purchaser and returned to Power Plastics (whether by hand, post, fax or email) constitutes an order to proceed with the manufacture of the pool cover based on the dimensions provided in the quotation.
- d) Power Plastics reserves the right to amend a quote marked "subject to measurement" once actual measurements have been taken.
- e) Unless the quotation states that delivery or installation is included, it does not include delivery or installation and the goods are to be collected from Power Plastics premises by the Purchaser.

### **3. PAYMENT**

- a) Unless otherwise agreed in writing, a deposit of 50% is required on acceptance by the Purchaser of the quotation and the balance is due on collection by the Purchaser or delivery to the Purchaser of the goods. In the case of fully automatic pool covers, a 60% deposit is required on acceptance of the quotation, 30% on delivery and the balance on completion of the installation.
- b) Final payment is due on collection or delivery of goods. Power Plastics reserves the right to charge the Purchaser for a second installation and delivery fee should payment not be available on site on the agreed delivery and installation date.
- c) Power Plastics reserves the right to charge interest on overdue accounts at the rate of 5% above prime rate.
- d) All goods supplied by Power Plastics shall remain the sole property of Power Plastics until paid for in full. This reservation of ownership applies whether or not the goods have been installed.

### **4. COLLECTION OF GOODS**

Where delivery is not included in Power Plastics' quotation, the Purchaser must collect the goods at the Purchaser's cost within 14 days of having been notified by Power Plastics that the goods are available for collection, failing which:

- a) The full balance of the purchase price shall immediately be due and payable, and
- b) The Purchaser shall be liable for storage charges.

### **5. LIABILITY FOR DELAY**

Any times quoted for manufacture, delivery, repair or replacement are to be treated as estimates only. Power Plastics, while making every effort to meet such estimates, shall not be liable for any loss or damage whatsoever and whether direct or consequential arising from failure to manufacture, deliver, repair or replace any goods within such time.

### **6. RISK**

Notwithstanding the reservation of ownership referred to in 3(d) above, the risk in the goods shall pass to the Purchaser on collection by the Purchaser or delivery to the Purchaser, as the case may be.

### **7. DEFECTS**

- a) Power Plastics will make good, by repair or at Power Plastics' sole option, by the supply of replacements, any defects which, under proper use, appear in the goods within 12 months of collection or delivery and which arise solely from faulty design (other than any design made, furnished or specified by the Purchaser for which Power Plastics has disclaimed responsibility), materials or workmanship, provided that:

- (i) The goods concerned have been stored and used in a proper manner; and
- (ii) the Purchaser has notified Power Plastics of the nature of the defect within 7 days of becoming aware of the defect; and
- (iii) the goods have been returned to Power Plastics, carriage paid and adequately packed.

- b) Goods returned as defective but found on inspection to be in good order will be returned to the Purchaser subject to a handling charge.
- c) Goods returned, which are out of guarantee or which were damaged due to incorrect usage, will be scrapped by Power Plastics unless the Purchaser shall have given Power Plastics specific disposal instructions in writing.
- d) The Purchaser shall notify Power Plastics in writing of the nature of the defect and any tests the Purchaser may require Power Plastics to perform in respect of the goods prior to their return to Power Plastics.
- e) Save as aforesaid and as provided in terms of this clause, Power Plastics shall not be liable for any defects in goods delivered or for any injury, damage or loss whatsoever resulting directly or indirectly from such defects or from any work done in connection therewith and its liability under this clause, shall be in lieu and to the exclusion of the liability under any warranties and conditions whether express, implied or statutory and whether written or verbal.

### **8. INSTALLATIONS**

- a) Power Plastics shall not be responsible for any civil work that may be required in and around the pool to enable it to install a pool cover supplied by it. The Purchaser shall ensure that coping stones, brick work or any other structures around the pool will be able to accommodate securing points required to secure the pool cover.
- b) The Purchaser shall be liable for Power Plastics' costs of any repeat visits that may become necessary as a result of Power Plastics inability to access the Purchaser's property at any time arranged with the Purchaser for the delivery and/or installation of a pool cover.

### **9. SAFETY**

- a) Some of the pool covers provided by Power Plastics, including thermal covers, leaf net and solid covers are not intended to and do not provide any protection from accidents and are accordingly not safe with children and animals. Power Plastics accepts no liability whatsoever with respect to the use of these covers.
- b) Other covers supplied by Power Plastics provide a degree of safety provided that they are used in a safe and proper manner. Children and animals should not be left unattended in any pool area and Power Plastics accepts no liability whatsoever for any death, injury, damage or loss howsoever occurring, with respect to the use of any of its covers.

### **10. DESCRIPTIVE MATTER AND ILLUSTRATIONS**

All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by Power Plastics are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form any part of any contract. The right is reserved to change specifications without prior notification or public announcement.

### **11. ARBITRATION CLAUSE**

Any dispute whatsoever nature arising out of this contract concerning any of the rights and/or obligations of the parties, either during the currency of the contract or after the completion thereof, or following the termination of the contract, including any dispute as to the validity of the contract, is hereby referred to for arbitration and final decision of a single arbitrator under the Small Claims Arbitration Tribunal (SCAT) Rules current at the time of the declaration of the dispute and as published by the Association of Arbitrators (Southern Africa) and the parties agree to accept this award as final and binding upon them.

The arbitrator shall be:

- Selected by agreement between the parties, or failing such agreement,
- Appointed at the request of either party by the office of the National Spa & Pool Institute of South Africa (NSPI).

The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.