

# **FIRE EMPIRE**

## **TERMS & CONDITIONS OF SALE**

1. ALL PRICES ARE STRICTLY NETT AND PAYABLE IN FULL ON COMPLETION OF THE INSTALLATION OR RECEPTION OF GOODS.
2. QUOTATIONS ARE BASED ON THE ASSUMPTION THAT THE CHIMNEY OF A BUILT-IN FIREPLACE IS NOT BLACKED OR SEALED IN ANY WAY. SHOULD A BLOCKAGE OR FAULT BE DISCOVERED WHICH RESTRICTS THE NATURAL DRAW, ANY REMEDIAL WORK NECESSARY WILL BE FOR THE PURCHASER'S ACCOUNT OR WILL RESULT IN ADDITIONAL CHARGES.
3. QUOTATIONS DO NOT INCLUDE PAINTING OR ELECTRICAL WORK.
4. SITES NOT READY WHEN INSTALLATIONS HAVE BEEN ARRANGED WILL GENERATE AN EXTRA CHARGE OF R450 PER VISIT TO AFFECT SUCH INSTALLATION. POWER TO BE PROVIDED BY CUSTOMER, OTHERWISE HIRE OF PLANT WILL BE FOR CUSTOMER'S ACCOUNT.
5. IN THE CASE OF INSTALLATION OR DELIVERY, ACCESS TO PREMISES MUST BE GRANTED ACCORDING WITH MUTUALLY AGREED ARRANGEMENT AS PER QUOTATION – FAILURE TO COMPLY WILL RESULT IN ADDITIONAL CHARGES.
6. INSOFAR AS INSTALLATION IS CONCERNED, TIME SHALL NOT BE OF THE ESSENCE.
7. IN THE EVENT OF THE PURCHASER PREVENTING US FROM COMPLETING THE CONTRACT, 95% OF THE FULL CONTRACT PRICE FALLS DUE IMMEDIATELY.
8. ALL QUOTATIONS ARE VALID FOR 30 DAYS FROM THE DATE OVERLEAF.
9. DEPOSITS ARE NOT REFUNDABLE.
10. OWNERSHIP OF THE GOODS SHALL NOT PASS TO THE PURCHASER UNTIL THE FULL PRICE HAS BEEN PAID.
11. IN THE EVENT OF THE PURCHASER FAILING TO COMPLY TO THESE CONDITIONS BY NOT PAYING IN FULL ON THE RECEIPT OF GOODS, IT WILL BE TO THE PURCHASER'S OWN ACCOUNT TO DELIVER THE FULL PAYMENT OR WILL BE HELD LIABLE FOR ADDITIONAL COSTS.



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12. FINAL PAYMENT SHALL BE MADE TO THE INSTALLER'S OR COMPANY'S BANKERS FREE OF DEDUCTIONS OR SET OFF ON INSTALLATION OR READINESS OF ORDER. IF THE PRICES IS NOT PAID ON THE DUE DATE, THE PURCHASER SHALL BE OBLIGED TO PAY INTEREST AT THE RATE OF 22% PER ANNUM.
13. IN THE EVENT OF NON-PAYMENT, THE PURCHASER SHALL BE RESPONSIBLE FOR ANY COLLECTION OR LEGAL CHARGES OR LAWYERS' FEES, INCLUDING COSTS OF ATTORNEY-AND-OWN CLIENT SCALE INCURRED IN RECOVERING MONEY OR GOODS. LATENESS OF PAYMENT WILL RESULT IN FORFEITURE OF ANY DISCOUNTS ALLOWED.
14. THE PURCHASER WARRANTS THAT HE/SHE IS THE REGISTERED OWNER OF THE PROPERTY OR ALTERNATIVELY THAT HE/SHE IS AUTHORIZED BY THE REGISTERED OWNER TO COMMISSION THE WORK TO BE DONE. IN THE EVENT OF THE PURCHASER BEING EITHER A REGISTERED COMPANY OR A CLOSE CORPORATION, THEN IN THAT EVENT, I/WE ACTING ON BEHALF OF THE PURCHASER, DO HEREBY DECLARE THAT I/WE HAVE FULL LEGAL CAPACITY AND I/WE HEREBY BIND MYSELF/OURSELVES, JOINTLY AND SEVERALLY IN SOLIDUM AS SURETY/SURITIES AND CO-PRINCIPAL DEBTOR/DEBTORS FOR THE PUNCTUAL PAYMENT OF ORDER OR READINESS OR INSTALLATION THEREOF, I/WE WAIVE, RENOUNCE AND ABANDON THE BENEFITS OF EXCLUSION, DIVISION, CESSION OF ACTION, ERRORE CALCULI, NON NUMERATAF PECUNIAE, REVISION OF ACCOUNTS, "DE DUOBUS VEL PLURIBUS REIS DEBENDI".
15. THE PURCHASER CHOOSES HIS DOMICILIUM CITANDI ET EXECUTANDI FOR ALL PURPOSES AS THE ADDRESS AS SET OUT ABOVE.
16. THE PURCHASER HEREBY CONSENTS TO THE JURISDICTION OF THE MAGISTRATES.



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