

Terms and conditions

In these terms and conditions:

1. **"Client"** means the person or entity named in the quotation aforesaid or the entity or person to whom Schmidhauser Electrical has agreed to provide the Specified Services as the case may be;
2. **"Contract"** means the contract for the provision of the Specified Services comprising the Quotation and these Terms and Conditions;
3. **"Schmidhauser Electrical"** means Schmidhauser Electrical Holdings (Pty) Ltd (Registration Number 2009/002480/07);
4. **"Quotation"** means Schmidhauser Electrical's Quotation provided to the Client aforesaid;
5. **"Specified Service/s"** means the service/s to be provided by Schmidhauser Electrical to the Client, as set out in the Quotation; and
6. **"Service Charge/s"** means Schmidhauser Electrician's charge/s as quoted to the Client as reflected in the Quotation.
7. 60 % upfront and bi weekly payments on approved completed works.
8. All service charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax (**"VAT"**) for which the Client shall be additionally liable at the applicable rate, from time to time.
9. Schmidhauser Electrical shall not be liable to the Client for any defects, whether latent or patent in relation to materials procured by or supplied to Schmidhauser Electrical for carrying out the specified services. Schmidhauser Electrical records that such defects shall fall under the relevant warranties from the suppliers, from which such materials have been procured and/or supplied.
10. Time shall not be of the essence, and time estimates for carrying out and completing the Specified Services are indicative only. Schmidhauser Electrical shall not be liable for any loss suffered by the Client arising from delays in carrying out and/or completing the Specified Services.

11. The Service Charges reflected in the Quotation specifically exclude patching, carpentry, core drilling, plastering, re-decorating, painting and returning walls and/or ceilings to profile. In the event that the Client requires such services, Schmidhauser Electrical may at its election and upon request from the Client, appoint the relevant service provider, to attend to such services as the Client's Agent and the Client shall be liable to effect payment to the relevant service providers directly and hereby indemnifies Schmidhauser Electrical in respect of any claims that may be made against Schmidhauser Electrical arising from Schmidhauser Electrical's appointment of the relevant service provider.
12. Should additional Specified Services be required by the Client, Schmidhauser Electrical shall only be obliged to carry out such additional Specified Services upon signature and acceptance of a Variation Order, stipulating the additional Specified Services by both the Client and Schmidhauser Electrical.
13. Schmidhauser Electrical shall be entitled at its sole election to invoice the Client following the end of each calendar month in which the Specified Service is provided and/or on conclusion of the provision of the Specified Service. Without derogating from the generality of the above, Schmidhauser Electrical shall be entitled to invoice the Client at any other time agreed between Schmidhauser Electrical and the Client.
14. Schmidhauser Electrical's Service Charges, as well as any additional sums payable to Schmidhauser Electrical by the Client shall be paid by the Client (together with any applicable VAT thereon), without set-off or deduction within 7 (seven) days of the date of receipt by the Client of an invoice from Schmidhauser Electrical. In the event of any invoice not being timeously paid by the Client, Schmidhauser Electrical shall be entitled to cease and suspend the provision of the Specified Service until such time as the outstanding invoice/s have/has been paid. Such right of suspension shall be without prejudice to any remedies provided elsewhere in these terms and conditions, and shall not constitute a breach of contract by Schmidhauser Electrical.
15. In the event that payment as mentioned in paragraph 9 above is not made on the due date thereof, Schmidhauser Electrical shall be entitled without prejudice to any other rights it may have in terms of these terms and conditions or at law, to charge interest on the outstanding amount (both before and after any Judgment) at the maximum permissible rate of interest as determined by the Usury Act (formerly known as the Limitation and Disclosure of Finance Charge Act, No. 73 of 1968 (as Amended)) or any other relevant law from time to time, such interest to be reckoned monthly in advance from due date to date of payment.
16. Until such time as the Client has paid Schmidhauser Electrical's fees and charges as

invoiced in full in respect of the Specified Services, ownership in and to all such goods supplied by Schmidhauser Electrical shall remain vested with Schmidhauser Electrical. Schmidhauser Electrical shall in its sole discretion without notice to the purchaser be entitled to take possession of any such goods which have not been paid for, and in respect of which payment is overdue in which event the Client shall be entitled to a credit in respect of the goods so returned, being the price at which the goods are sold or the value thereof as determined by Schmidhauser Electrical.

17. The Client hereby undertakes to peruse all invoices, credit notes and statements of account upon receipt thereof, and any discrepancy contained thereon shall be reported immediately in writing to Schmidhauser Electrical. Failing such report being received by Schmidhauser Electrical within 7 (seven) days of the date of any such document, invoice, credit note or statement of account, such document, invoice, credit note or statement of account shall be deemed to have been accepted as being correct in all respects.
18. The Client hereby indemnifies Schmidhauser Electrical in respect of any claim arising from any theft, loss, or damage to any property and/or injury or loss of life to any person arising either directly or indirectly from any act or omission on the part of Schmidhauser Electrical.
19. In the event that the Client fails to effect payment in terms of these Terms and Conditions, which results in Schmidhauser Electrical instituting legal proceedings, the Client hereby agrees to the jurisdiction of the Magistrate's Court having jurisdiction. Notwithstanding the foregoing, Schmidhauser Electrical shall be entitled to elect to proceed with such legal proceedings in the High Court of South Africa.
20. In the event of the Client being a juristic person or a Trust, then the person signing on behalf of the Client hereby warrants that he/she is duly authorised to enter into the Contract on behalf of the Client and by his/her signature hereto agrees to bind himself/herself as surety and co-principle debtor with the Client for the due and timeous performance by the Client of all its obligations to Schmidhauser Electrical in terms of the Contract between the said Schmidhauser Electrical and the said Client. Furthermore, he/she hereby expressly waives and renounces the benefits of *excursio*, *division* and *cession of action*, and the legal exceptions of *non numeratae pecuniae non-causa debiti*, revision of accounts, no value received, *errore in calculi* and *de duobus vel pluribus reis debendi* insofar as each may be applicable and declares himself/herself to be fully acquainted with the meaning and effect of those benefits and exceptions and the renunciation thereof.
21. The Client shall be liable for all collection and legal costs incurred in enforcing payment of any amount owing to Schmidhauser Electrical in terms of the Contract, including all Attorneys

and own Client costs together with collection commission.

22. All Quotations furnished by Schmidhauser Electrical shall remain valid for 30 days from the date reflected on the first page thereof, or in the event that no date is reflected on the first page of the Quotation, then the 30 day period shall be deemed to have begun on the date upon which the Client receives/d the Quotation.
23. Any claims made by the Client against Schmidhauser Electrical arising from any cause whatsoever, whether in contract, delict, strict liability or otherwise, made under this Contract shall be limited to direct damages proven, and the total liability of Schmidhauser Electrical in respect of any such claims, whether for a single or a series of claims, will not exceed the total amount of R20 000.00 (Twenty Thousand Rand) or half of the agreed Service Charge, whichever is the lesser.
24. These Terms and Conditions as read together with the Quotation shall constitute the entire Agreement between the Client and Schmidhauser Electrical, and shall supersede any previous contracts or understandings or representations. Should there be a conflict between the terms of the Quotation and these Terms and Conditions, these Terms and Conditions shall prevail.
25. These Terms and Conditions and the Quotation may not be varied unless done so in writing and signed by Schmidhauser Electrical and the Client.
26. This quote covers specified scope only. Items not picked up in electrical inspection and repairs are not covered. Under SANS 10142 rev: 1. A certificate of compliance does not cover, over loads, maintenance irregularities, fixed appliances, heater towel rails, load balancing, under floor heating, hot water cylinders, stove etc.