

# UNIVERSAL ROOFING

## Standard Terms and Conditions:

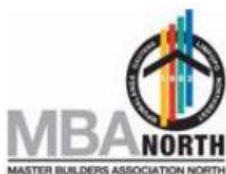
All transactions between Universal Roofing and the Client will be subject to the terms and conditions contained hereinafter.

1. Quotations valid for 30 days
2. Universal Roofing does not provide any guarantee on rust, damp or cracks and hail damages. Should rust be found on a roof, the guarantee will become null and void. Should hail holes be found on the waterproofing the guarantee will become null and void and will need to be referred to your insurance advisors.
3. Should the waterproofing be tampered with by any third party the guarantee will be rendered null and void.
4. Universal Roofing offers 2 different guarantees. Certain products come with a 10 year Guarantee with maintenance every 2 years -It is the customer's responsibility to contact Universal Roofing every 2 years to maintain the roof. The Maintenance cost will be for the customer's account. Should the customer not contact Universal Roofing to do maintenance every 2 years the Guarantee will be rendered null and void and no further Guarantee claims can be made. The client to contact Universal Roofing 1 month before the 2 yearly maintenance expires. Client to be provided with an inspection and maintenance quotation. Any 3<sup>rd</sup> Party or hail damage must be reported to Universal Roofing immediately in order for Universal Roofing to provide a quotation for the repairs. Our second guarantee option comes with a 3 year guarantee and after 3 years the onus is on the client to contact Universal Roofing one month before the guarantee expires to provide a maintenance inspection and quotation. Should a patch waterproofing job be undertaken, the guarantee period will be ascertained once a full inspection has been undertaken.
5. There are and will be special cases where we will only provide you with a limited guarantee e.g. 1 or 2 years, which will be stipulated on the quotation sent to you.
6. Should the customer not contact Universal Roofing by the guarantee expiry date the guarantee will become null and void (The guarantee period is specified on all quotations).
7. All maintenance work to be done at the clients expense (quotation).
8. A 50% deposit is required upfront, balance to be paid on completion (unless otherwise specified), any overdue amounts will attract interest at 2 percent above the prime interest rate and no set off of costs against our payments will be accepted without our written approval.
9. Client undertakes to settle the account in full on presentation of final invoice by Universal Roofing.
10. The guarantee will only be issued once the invoice has been paid in full.
11. Universal Roofing will source a tile which is as close a match as possible to the tile on your roof and is also readily available. Alternatively Universal Roofing will repair the tiles and paint the waterproofing on repaired tiles to match the roof color as close as possible. This is standard practice.



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12. Any cancellations of quotations accepted will have a 10% cancellation fee charged to the client. (To cover our bank and admin charges).
13. Timeous access to site to be made available by the Client at all times for the duration of the contract.
14. The client takes full responsibility to remove all items of furniture/fittings/fixtures/vehicles etc, to mitigate any damage that could occur during the course of the contract.
15. The Client hereby indemnifies Universal Roofing and all its personnel for all damages, consequential damages, force majeure, unforeseen damages, loss of income or any other loss suffered by Client or any third party as a result of any activities while work is being performed by Universal Roofing in terms the quotation.
16. Please note that our quotes excludes any unseen or hidden problems which may affect the quoted work undertaken. Should any additional remedial repairs need to be undertaken that could not be seen prior to the work commencing, an additional quotation will be submitted for the clients account.
17. If the Client requires any additional work or alterations other than as specified in the quote, he/she shall advise Universal Roofing and Universal Roofing shall provide the client with a new quote.
18. Should the quotation submitted not be accepted in its entirety, Universal Roofing retains the right to amend the quotation and guarantee period before commencement of work.
19. We are not responsible for any remedial work other than that as indicated on the quotation.
20. Although extreme caution will be taken when working near TV cables, electrical cables and plumbing, Universal Roofing will not be held liable for damages to them as most times these cables are brittle and worn from exposure to sunlight.
21. Although extreme caution will be taken when working with skylight glass panels, Universal Roofing will not be held liable for damages as the skylight glass panels are exposed to sunlight and UV rays from the sun can cause them to become brittle.
22. The client must keep the roof and gutters free from leaves and debris. (Storm water outlets to be kept unobstructed.)
23. Universal Roofing shall not in any way be prejudiced by an bona fida errors and omissions in the quote document and reserves the right to amend its quote should any such errors or omissions subsequently come to light
24. Unspecified areas are excluded from the above quotation.
25. No oral agreement will alter this contract
26. No amendments to the contract will be accepted unless reduced to writing and signed by Universal Roofing as well as the contract signatory. This includes date changes, changes to time periods relaxation extensions and pricing.
27. All items and products used to build or repair roofs or structures, will remain the property of Universal Roofing until full payment has been received.
28. If payment is not received after 7 days of sending the final invoice, Universal Roofing's rights remain reserved to proceed in legal action and the client will be responsible for legal costs on an Attorney and Own Client scale. Universal Roofing will have the right to confiscate all items and products used to build, construct, or repair roofs or structures.



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29. Interest will be incurred on all outstanding/late payments at maximum bank rates.
30. The quotation does not include undertile insulation unless specifically pointed out and quoted for by Universal Roofing.
31. Universal Roofing does not take any responsibility for structural defects on structures where the waterproofing is applied. Should the waterproofing fail due to structural defects of the building, the guarantee will become null and void.
32. Universal Roofing will charge a callout fee for body corporate's where entire complex roofs are to be inspected and quoted for. Free quotation's can be provided for quotations on individual units.
33. Estate Agents subject to a quotation/callout fee.
34. The information contained in our quotations is private and confidential and constitutes the intellectual property of the service provider. You shall therefore no disseminate, disclose or make available any of the information contained in the quotation submission to any third party, including but not limited to direct or indirect competitors or to any other party in it's employ not specifically involved in the adjudication of the quote and shall observe the tenderers right to confidentiality in this regard.
35. We reserve our rights to exclude and or correct any errors or omissions in this submission.
36. Water and electricity to be supplied to us on site, free of charge.
37. Unrestricted access for our equipment and personnel.
38. All our work is covered under our defects liability insurance policy.
39. DELAYS: Should we be delayed by the client or his agents for reasons beyond our control, then a standing time rate of R500.00 per hour will be charged (to cover wages).
40. Specialized equipment hire (skyjacks and scaffolding to be charged at R2500.00 per hour)
41. We have not allowed for any barricading or fencing of the site.
42. We will not be held responsible in any way for damage to services which have not been specifically pointed out to us.

## Exclusions of liability/no guarantee on the following items

1. Tiles shifting or cracking due to natural causes or third party interference.
2. No guarantee on damp and cracks in ceilings, walls or concrete slabs due to any reason whatsoever.
3. No guarantee on storm water outlets or downpipes that are leaking.
4. No guarantee on rust occurring or re-occurring.

## Standard Terms and Conditions (Guttering):

ALL GUTTERING SUPPLIED AND INSTALLED BY UNIVERSAL ROOFING IS GUARANTEED AGAINST RUST AND CORROSION FOR 3 YEARS. WORKMANSHIP IS ALSO GUARANTEED FOR 3 YEARS.

1. In the event that the client requires a safety officer, an extra cost will be applicable. Please enquire.



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2. In the event that the client requires a Health and Safety plan, an extra cost of R5000.00 excluding vat will be charged. (Rate dependent on size of contract and time period)
3. Old guttering to be dismantled and removed from the site (once removed it will be dumped).
4. Whilst the utmost care will be taken not to damage creepers and shrubs, these may be damaged whilst work is in progress. Universal Roofing will not be held responsible.
5. Should scaffolding and skyjacks be required an additional quotation will be provided. This will be discussed with the client in advance.
6. Due care will be taken with regards to the gutter drainage. However, if the roof line is not level or if the roof line does not slope in the direction of the relevant downpipe the gutters will be fitted as best possible to prevent lifting of the tiles or roof sheeting.
7. Should the roof overhang into the gutter be too great or modifications need to be done to the roof, Universal Roofing reserves the right to provide a further quotation to modify the roof in order to fit the gutters.
8. Guttering will be installed as level as possible.
9. Downpipe/s position may be changed positionally to suit the runoff of the gutters/roof.
10. Additional downpipe/s, splash plate or spacers may be installed at an additional cost to the client.
11. The condition of the existing fascias and timber tilting battens can only be determined once the existing gutters are removed. Any rotten fascias and timber tilting battens will be replaced at an extra cost to the client.

## UNIVERSAL ROOFING'S PROMISE TO OUR VALUED CLIENTS

Should you, the client, not be entirely happy with the remedial work or service provided by Universal Roofing, you as the client undertake to inform Universal Roofing within 7-days of completion of the services rendered. Please address your complaint in writing to:

JOHANNESBURG:

customerservicejhb@universalroofing.co.za and call (011) 708 7474.

**Universal Roofing undertakes to address all complaints and queries promptly.**

**Should any part or provision of these Terms and Conditions be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby.**

