



Efficient Water
Solutions

1.0 Payment Terms

- 2.1.1 50% of the value of the order is payable on the placement of the order free of any encumbrance.
- 2.1.2 30% of the value of the order is payable cash against document (CAD) on presentation of a signed delivery note as proof of materials delivered to site.
- 2.1.3 20% of the value of the order upon the final commissioning of the system.
- 2.1.4 Practical Completion is considered reached when the system is at an operational stage.
- 2.1.5 On issuing notice of Practical Completion to **“the Purchaser”**, **“the Purchaser”** has 7 days to provide a snag list where after de-snagging will take place within 7 days thereafter.
- 2.1.6 No additional snags may be added to the snag list once submitted and snags listed may only fall inside the original scope of work.
- 2.1.7 On presentation of an electrical C.O.C & a plumbing C.O.C. the site will be considered commissioned.
- 2.1.8 Failure of **“the Purchaser”** to provide a snag list and/or attend to the signing off of a de-snag list shall not result in the project not reaching final completion and commissioning.
- 2.1.9 To ensure that warranties and guarantees are validated a service agreement must be accepted and signed by an authorised party on date of final commissioning.
- 2.1.10 The payment obligation of 2.1.3 above is payable 7 days from invoice.
- 2.1.11 No material, especially imports, will be ordered before **EWS** have secured the deposit payments.
- 2.1.12 Should **“the Purchaser”** require bank guarantees an additional administration fee of 10% of the deposit value will be raised to cover the costs of such. **“The Purchaser”** needs to inform **EWS**, in writing, if this avenue of choice is considered and an invoice will be raised accordingly.
- 2.1.13 On presentation of the signed delivery notes of materials to site, simultaneously the bank guarantee will be called up.
- 2.1.14 All payment are to be made by way of EFT in favour of:

3 Warranty And Servicing

- 3.1 The goods as supplied are warranted for twelve months from date of commissioning and are subject to the conditions as described in the attached write-up “Warranty Servicing and Maintenance Considerations.
- 3.2 Since the warranty is contingent upon the equipment having been serviced and maintained during the first twelve months a service agreement for the first twelve months is strongly recommended and has been included in the quote based on a monthly payments. It needs to be pointed out that if the service fee is paid twelve months in advance a discount is applicable.

4 Price Adjustment

- 4.1 Should the project be delayed by the customer for any reason, **EWS** holds the right to adjust our prices accordingly.

5 General Installation Information

The heat pumps, air conditioning and water storage vessels specified in our proposal include installations of all items and their components as follows:

5.1 Heat Pumps

- Are placed and may be mounted with fixed and or loose vibration pads.
- Include either a built-in or external circulation pump which may be either Grundfos or Wilo brand.
- Include online control and networking module for remote monitoring application.
- May include built-in flow switches.
- May include air ducting to a maximum length of 2m unless otherwise specified
- Includes a 1 year warranty from date of site commissioning , subject to servicing agreement and terms, outlined below:

5.2 Electrical

- will include all cabling, cable tray, earth cable, network cable and trunking between the Heat Pumps and electrical control panel.
- will include an IP65 rated electrical distribution panel for electrical control and protection of all Heat Pumps and may include control of other items such as circulation pumps, valves, timers, Air Conditioning circuits and power supplies. The switchgear will be either Schneider or ABB brand.
- will include main supply power cable from the electrical source to the control panel with a maximum length of ten meters unless specified otherwise.
- does not include a main supply circuit breaker to supply the new electrical control panel. In most cases we would use the existing protection circuit breaker to supply the new panel.
- **EWS** will verify the cable thickness and amps required for the kVA / S value for our system.

5.3 Plumbing

- includes all pipes, fittings, valves, clamps, brackets, lagging and other plumbing components required to plumb the Heat Pumps to the water storage vessels.
- All of the above will be Blue Ocean PPR (Polypropylene Random) as far as possible.
- External piping will be lagged and or painted. Lagging will be SPX33 UV resistant unless specified otherwise.
- PPR components will carry a ten year warranty if used and operated under the same conditions at site hand-over for the warranty period.

5.4 Water storage vessels

- will be manufactured, tested and installed on the site at a specified location.
- will be coated with Glassflake internally if for hot water usage.
- will be lagged (insulated) with SPX33 insulation or other as specified.
- Includes a one year warranty on the internal coating and a 1 year guarantee on the tank provided water temperature do not exceed 65 degrees Celsius.
- Cold water inlet must be supplied at a minimum kPA of 4 bar and not more than 4.5 bar by **“the Purchaser.”**
- As council only guarantees a minimum kPA of 2.5 bar at present **“the Purchaser”** may need to ensure that a suitable booster pump and/or pressure reducing valve be installed to achieve the required pressure for **EWS.**

5.5 Servicing

- needs to be performed on Heat Pump units every three months
- needs to be performed on Electrical and Plumbing reticulation annually.
- needs to be performed on Air Conditioning units every six months.
- needs to be performed on Tanks annually.

5.6 General

- Unless otherwise stated, no building or civil work is included in the proposal. Pre-installation civil work must be complete prior to our installation team arriving on site.
- All equipment delivered to site becomes the responsibility of the Customer in terms of the security of such. Post installation security which may include fencing and or other items is highly recommended to protect the equipment and prevent injury to non-qualified persons.

6 Reticulation Installation Information

All reticulation components as specified in this report include installation and commissioning of such. Components vary from type to manufacturer, but the following basic guidelines apply

6.1 Pipe & Fitting Products

All PPR (Polypropylene Random) piping and fitting products are internationally approved and manufactured by Blue Ocean. They carry a ten year warranty if used and operated under the same conditions at site hand-over for the warranty period. Where reticulation is installed for hot water purposes, piping is insulated to achieve an R1 value.

6.2 Pump Products

All Pumping products are SABS approved and manufactured by Grundfos and/or Wilo. These Products include a one year warranty.

6.3 Other Reticulation Products

All other reticulation products will be internationally approved and installed in accordance with local regulations.

6.4 Maintenance

All Reticulation Equipment must be maintained adequately by the Customer from the time of commissioning.

6.5 General

Unless otherwise stated, no building or civil work is included in our proposals. Pre-installation civil work must be complete prior to our installation team arriving on site.

All equipment delivered to site becomes the responsibility of the Customer in terms of the security of such. Post installation security which may include fencing and or other items is highly recommended to protect the equipment and prevent injury to non-qualified persons. Although every effort is made to ensure that the bill of materials covers the entire scope of installation, changes and additions may occur once work begins on site. Where major

additions or changes are needed, adjustments and changes will be made known to the client prior to commencement of any installation.

EWS will provide CAD drawing of required trenches that need to be dug by **“the Purchaser”**.

7 Terms and Conditions

“The sale of goods and services by the service provider (**“EWS”**) to its customers herein referred to as (**“the Purchaser”**), are subject to the following terms and conditions, and no other terms and conditions, as at variance with those contained herein shall be applicable or binding on the parties unless agreed to in writing and signed thereto by both parties :

1. Quotation

- 1.1. Should the quotation be accepted by **“the Purchaser”**, the quotation and these standard terms and conditions shall result in a contract between **EWS** and **“the Purchaser”**.
- 1.2. Once a quotation is accepted by **“the Purchaser”**, **“the Purchaser”** shall not be entitled for any reason whatsoever to cancel this agreement encapsulating the quotation unless such cancellation or variation is accepted by **EWS** in writing.
- 1.3. Signature hereto, payment of deposit, verbal or written (including email) instruction to proceed with the order will all be deemed to be an acceptance.
- 1.4. Signature hereto constitutes an understanding and agreement acceptance that the specifications are suitable and fit for purpose.

2. Payment

- 2.1. Unless specifically otherwise agreed thereto and which agreement shall be made in writing and signed by both parties, payment of the purchase price and remuneration for service rendered by **EWS** shall be made in accordance to paragraph 2 of the quotation.
- 2.2. Should **“the Purchaser”** fail to make payment in terms of this agreement, **EWS** shall charge **“the Purchaser”** interest at the rate of 5% above the Prime Bank Lending Rate of **EWS** determined by Standard Bank of South Africa Limited from time to time, subject to the maximum legal interest rate on all accounts outstanding and in excess of 7 (seven) days from due date and that interest shall be calculated in accordance with the above from the date of the invoice of **EWS**.
- 2.3. A certificate under the hand of any director of **EWS** as to the existence and the amount of **“the Purchaser’s”** indebtedness to **EWS** at any time as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other act, matter or thing relating to **“the Purchaser’s”** indebtedness to the seller, shall be prima facie evidence of the contents and correctness thereof and of the amount of **“the Purchaser’s”** indebtedness for the purpose of provisional sentence or summary judgment or any other proceedings against **“the Purchaser”** in any competent Court and shall be valid as a liquid document for such purposes.
- 2.4. It shall not be necessary to prove the appointment of the person to sign such certificate and such certificate shall be binding on **“the Purchaser”** and shall be deemed to be sufficient, particularly for purpose of any action or other proceedings instituted by **EWS** against **“the Purchaser”**.
- 2.5. No relaxation or indulgence granted to **“the Purchaser”** by the seller at any time shall be deemed to be a waiver of any of **EWS’s** rights in terms hereof and such

relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein or create estoppel against the seller.

- 2.6. In the event of **EWS** instructing their attorneys in regards to any breach by **“the Purchaser”** of these terms and conditions of sale or to collect from **“the Purchaser”** any amount due and owing to **EWS**, **“the Purchaser”** agrees to pay all costs on a scale between attorney-and-own-client, including collection commission.
- 2.7. In the event of cancellation of the agreement, **EWS** shall be entitled to withhold **“the Purchaser’s”** deposit paid and shall such deposit be deemed to be equal to the liquidated damages that **EWS** has suffered due to **“the Purchaser’s”** cancellation of the agreement, subject to **EWS** right to claim further damages if **EWS** delivered services and goods in excess of the initial deposit amount.
- 2.8. Ownership of intellectual property, designs and diagrams, patent and trademarks, specifications and measurements of the project and products are considered to be proprietary technology and remain the property of **EWS**. Any changes thereto must be agreed to in writing by both parties. Any of the above rights of **EWS** may not be used or infringed upon in any way by **“the Purchaser”** and should **“the Purchaser”** infringe in any way thereupon, **EWS** shall be entitled to claim damages or any damage **EWS** might suffer due to **“the Purchaser’s”** infringement of these rights.

3. Breach of contract

- 3.1. **“the Purchaser”** agrees and acknowledge that in the event of :
 - 3.1.1. breaching any conditions contained in these conditions;
 - 3.1.2. failing to pay any amount due and payable on the due date;
 - 3.1.3. suffering any civil judgment to be taken or entered against **“the Purchaser”**;
 - 3.1.4. **“the Purchaser”** causing a notice to surrender of its estate to be published in terms of the Insolvency Act, No. 24 of 1936, as amended;
 - 3.1.5. **“the Purchaser”** dying;
 - 3.1.6. **“the Purchaser”** being placed under an order of provisional or final winding up, or provisional or final judicial management, as the case may be, then in that event **EWS** shall without deductions for any other remedies which may be available to **EWS**, be entitled to summarily cancel the sale of any goods and delivery of any services to **“the Purchaser”** without notice to **“the Purchaser”** or to rely on the provisions made in any clause of this agreement to repose those goods sold and delivered by **EWS** to **“the Purchaser”**, or to claim specific performance of all **“the Purchaser’s”** obligations, whether or not such obligation would otherwise then have failed due to performance, in either event without prejudice to **EWS’s** rights to claim damages;

EWS shall inform **“the Purchaser”** in writing of his breach of contract and **“the Purchaser”** shall remedy such breach within 3 (three) days of receiving a notice of such breach of contract. Should **“the Purchaser”** fail to rectify the breach of contract within the notice period, **EWS** shall be entitled, without any further notice to **“the Purchaser”** to cancel the agreement and claim from **“the Purchaser”** any and all damages that **EWS** might suffer due to **“the Purchaser’s”** breach of contract or cancellation of the

agreement and any amount due and payable by “**the Purchaser**” to **EWS** shall become immediately due and payable.

4. **Jurisdiction**

“**The Purchaser**” consents to the jurisdiction of the Magistrate’s Court in terms of Section 45 of the Magistrate’s Court Act, No. 32 of 1944, as amended.

5. **Domicilium**

The parties hereby choose as its domicilium citandi et executandi for all purposes in connection with or arising out of this contract, or to receive any notice as stipulated in this contract, which notice can be given either by registered post, email or hand delivered by the one party to the other party, the addresses stated in the preamble of this agreement.

6. **Consequential Damages**

EWS is not liable for any consequential damages resulting from any of the products supplied or installed by **EWS**.

7. **Fluctuation of price**

The parties expressly agree that “**the Purchaser**” accepts and understand that the initial quotation is based on an exchange rate as at the time and date of the document. As materials must be imported into South Africa, it is sensitive and subject to the exchange rate, **EWS** shall be entitled to vary this specific part of the agreement if any variation and the costs of imported goods due to the increase in the exchange rate or custom duties between this date and the date of invoice is applicable, and such increase shall be for “**the Purchaser’s**” account. **EWS** shall make the variation on the quotation as soon as possible where after “**the Purchaser**” will be liable for any adverse increase of the quotation amount.”

8. **Force Majeure**

EWS shall make every endeavour to ensure that all undertakings in terms of delivery times are fulfilled however cannot be held liable for any late delivery due to circumstances out of **EWS’s** control, such as, but not limited to, inclement weather, transport times, port times, late supply of product from its suppliers.