Terms and Conditions of Sale

CONTRACT

This quotation is given, and all business is undertaken by us, strictly and exclusively subject to our standard trading terms as detailed hereunder. The customer, by accepting this quotation acknowledges that all business hereafter (whether under this quotation or otherwise) shall be so subject, notwithstanding any terms or conditions contained in his orders or otherwise.
This quotation is open for acceptance for 45 (forty-five) days from date hereof whereupon, if accepted, it shall lapse.

PRICE

The prices quoted are concrete as specified. Should the customer require any variation in such specification, our then ruling price for concrete of such specification shall be the price payable.
Our quotations in the first instance are for the supply of concrete according to the Company's standard strength mix designs as in use at the time of delivery. The onus is on the Customer to ensure that, if the specification appertaining to his contract calls for special design or other requirements, such as minimum prescribed cement contents, this must be confirmed on the written quotation. In addition, should there be any conditions and/or stipulations in the contract documents which affect the supply of acceptance of and/or payment for, the concrete, the onus is on the Customer to ensure that all such information is provided to the Company, and our acceptance thereof is confirmed in writing.
The prices quoted are based on the current ruling rates for labour, ingredients, transport, and all things which go to make up the cost of producing the concrete and delivering same to the customer. Should such rates vary, the quoted price shall vary accordingly.
Should the customer require delivery of less than a minimum load, the transport constituent of the price for such load shall be calculated based on a minimum load.
The prices quoted are tor deliveries between the hours 7:00 a.m. and 5:30 p.m. on Mondays to Fridays excluding public holidays. A surcharge, at our then ruling rate, may be made for deliveries outside such times, should we agree to delivery outside such times.
Should the maximum waiting time as specified on the face hereof be exceeded, a surcharge, at our then ruling rate, may be made for discharge times in excess thereof

CREDIT

Unless the customer has completed our credit application documents and been granted credit subject for the provision thereof, we shall require cash before delivery.

Our terms of payment are cash received by the Company before the concrete is off-loaded. Where credit facilities have been granted, accounts are payable within 30 days of the last day of the month during which the concrete was delivered. The Company reserves the right at its discretion to amend or withdraw credit facilities granted.

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DELIVERIES

Notwithstanding acceptance of this quotation, we shall be entitled to suspend deliveries, should:
We be prevented or delayed from doing so for any reason beyond our control including (but without prejudice to the generality of the foregoing), war, civil commotion, strikes, lockouts, fire, weather conditions, transport delays, plant breakdowns, accident, unavailability of materials etc.
he customer's account be overdue for payment or we consider the customer's credit to be unsatisfactory.
The obligation to provide a suitable access for our truck mixers to the point on the site where the concrete is required rests with the customer. Should any damage result from the inadequacy of the access, the Customer shall be solely responsible for the costs of such damage
The Company reserves the right to decline to permit its truck mixers to proceed to the required point of discharge if it considers such access to be unsatisfactory.
The customer shall sign our delivery note in respect of each delivery made unless he disputes that concrete delivered does not accord with the quantity, strength or specification reflected thereon or does not accord with that ordered Our delivery note signed by the customer or his employee or agent shall constitute proof, on its mere production, that the concrete delivered hereunder accorded with the quantity, strength and specifications reflected thereon and with that ordered. The onus shall then be on the customer to prove the contrary.

WARRANTY

We warrant that the concrete delivered shall comply with the specifications overleaf. Liability for breach of this warranty shall only arise where the customer establishes, in addition to any other proof ordinarily required in law, that:
The driver is not authorised to add water to the truck mixer without the customer's instructions. If water is added to the concrete on site to increase the slump above that specified, we shall not be responsible for the strength of the concrete adhering to the specification.
All sampling, making, curing, and testing of specimens and the interpretation of test results were done in strict compliance with the specification thereof as prescribed by the South African Bureau of Standards at the time.
Within 48 hours of such results becoming available, we were notified thereof, in writing, furnished with a true, full, and uncensored copy thereof as also of any report which may have accompanied same.
We were afforded every reasonable opportunity immediately on demand to inspect the sample and submit same to our own examination and testing and remedial action was immediately taken to our satisfaction.

Our liability for breach of a foregoing warranty shall be limited to the cost of removal of the offending concrete and replacement thereof, provided that if the breach could reasonably have been revealed by examination on delivery, our liability shall be limited to the delivery of a fresh supply of concrete. Under no circumstances will we be liable for consequential or general or special damages, howsoever arising, which the customer may suffer because of a breach of a foregoing warranty or because of a breach of any of the other obligations assumed by us under this contract or which may hereafter be assumed by us in our dealings with the customer.

GENERAL

The customer shall not be entitled to set off any amount which he may allege is claimable by him from us against any amount which may be payable to us. Moreover, so long as the customer is in breach of any of his obligations to us, his rights under this agreement shall be suspended and unenforceable.
The customer acknowledges that he is aware that it is necessary for us to plan daily deliveries so as to achieve maximum efficiency from our vehicles and that should he cancel any order or delivery instruction, he shall be responsible for special damages including loss of profit in addition to general damages.
It is a material term of this Quotation that our Company will only accept liability for delays in delivery if a firm agreement is concluded at the commencement of the contract establishing and imposing a reciprocal penalty on both ourselves and the Customer for delays which either we may cause to the customer through late delivery or alternatively the Customer may cause to us due to the waiting and offloading time of our trucks on the site being in excess of the time intervals ordered, as well as late changes in the delivery program being made at the Customer's request with less than 24 hours' notice of the original date and time of delivery ordered.
The Customer's attention is drawn to the fact that unless the appropriate precautions are taken in the laying of surface beds on the ground, as well as slabs, cracks may appear that are not caused by the concrete as supplied but by factors attributable to other sources such as inadequately compaction of prepared surfaces on which the concrete is cast, inadequate curing, late cutting etc. The Company will not be responsible in any way for such cracks or the remedial measures that may be required.
It is a condition of this and all quotations that should force majeure and/or shortages of any materials necessary in the manufacture and delivery of ready mixed concrete contribute to our inability to supply, we shall not be liable for the consequences arising therefrom.
The terms contained therein may not be varied by any verbal discussion by any member of our Company or the Customer unless reduced to writing confirmed by our Company.