

Terms and Conditions

Presented By:

Modified: 2013/04/22
Revision: 0



SIX Reporting Test Project

Audio Visual Gurus

4th Floor, Block E, The Pivot Office Block
Monte Casino Boulevard
Fourways, Gauteng 2191 South Africa
011-511-0068
www.audiovisualgurus.co.za

SIX Sample Projects

1. The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
2. The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
3. The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
4. Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
5. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
6. If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of R400.00 per hour for all extra labor involved in completing the job.
7. All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum R400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a R1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.
8. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

9. Conditions of sale:

This quote constitutes an offer by Tru-Trac Rollers Pty Ltd T/A Audio Visual Gurus (AVGurus) to the purchasing party named on page 1 of this quote ("you" or "your") for the sale of the products itemised above ("Products"). The offer made in this quote by us is subject to the terms and conditions below. You may accept this offer by providing AVGurus with an official purchase order citing the quotation number above or other written confirmation citing the quotation number above. By accepting this offer you accept AVGurus terms and conditions below.

10. Term:

If you have not accepted this quote within 10 working days of the date of this quote, this quote will expire and will be null and void. No changes will be accepted unless the changes have been affirmed in writing by AVGurus.

Terms and Conditions

11. Payment:

Payment terms for this quote are as set out in the "Payment" section of this quote or as agreed in writing between you and AVGurus. Once written confirmation of acceptance of quote has been received; if you are purchasing goods only, then full payment is required upfront before goods will be ordered, if you are purchasing goods and installation services, a 50% deposit is required before goods will be ordered, the balance of the goods payment is due before delivery to you, the balance of payment for installation services is due prior to completion of installation. No goods will be handed over until full payment has been received and is cleared in our bank account.

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

12. Pricing:

All prices in this quote are inclusive of applicable duties (including VAT). Payments made by credit card incur a credit card fee applicable to that card's vendor. This fee is not shown in this quote. AVGurus reserves the right to adjust the pricing in this quote if the suppliers on the date of delivery of Product(s) adjust their prices by more than 5% from date of this quote. Any such increase in pricing will not exceed the increase affected by this change in the pricing.

13. Delivery:

Delivery dates in respect of the Products will be set by AVGurus on receipt from you of an official purchase order or other written confirmation accepting of this quote. AVGurus make no guarantees in respect of delivery dates in respect of this quote and such dates are subject to change by AVGurus, unless otherwise stated in this quote, delivery of the Products is Ex works (4th Floor, Block E, The Pivot, Monte Casino Boulevard, Fourways). Transport of any Products elsewhere will incur a separate charge and be subject to a separate agreement between you and AVGurus.

14. Title:

Ownership of the Products sold passes from AVGurus to you on payment of all amounts owing to us in respect of this quote. Until that time, ownership of the Products remains with AVGurus. While the Products remains with AVGurus, you: acknowledge that you have no right or claim in such Products; and shall not create or allow to be created or claim a lien over the Products; and must not create any absolute or defensible interest in such Products in relation to any third party except as expressly authorised in writing by AVGurus.

15. Warranty:

AVGurus will use its reasonable endeavours to ensure that you have the benefit of any warranty given by the manufacturer or importer of the Products. Some prescribed terms permit a supplier to limit its liability for a breach of the prescribed terms. Except as provided by the relevant legislation (but only to the extent that a prescribed term applies to the supply of the Products), AVGurus liability in respect of a breach of a prescribed term relating to the Products or any part of the Products is limited (at AVGurus option) to the replacement or repair of the Product(s) or part thereof, or payment of the cost of repairing or replacing the Product(s) or any part of the Product(s). By accepting this quote you agree that (unless otherwise stated in this quote): no express purpose of use has been provided to AVGurus; and AVGurus has not supplied any sample of the Products to you.

16. Insurance:

Risk in any Products passes from AVGurus to you on the actual or constructive delivery of such Products to you or to any of your agents, representatives, subcontractors or freight subcontractors, and you are responsible for insurance in respect of such Products from that time.

17. Installations and provision of services:

This clause sets out the type and quality of AVGurus services and where applicable the selected services which AVGurus has agreed to provide you, the customer with, who bears the risk of any misuse of the AVGurus services and selected services and what will happen when the AVGurus services are interrupted due to events/incidents which is beyond AVGurus control. It also covers your right to change in writing the AVGurus service, and AVGurus services and or the selected services where required. This change might entail and adjustment of the price charged for these services.

17.1 Installation of AVGurus services, services and use of unauthorised devices

17.2 The AVGurus service, including any basic Audio and Visual service, is exclusive of any required services, unless the customer has expressly, under the quote, requested that AVGurus provide it with the selected services. The selected services will be sold to the customer at the prices, fees or rates set out under the quote or as notified by AVGurus to the customer.

17.3 Where any services are required which are not provided by AVGurus, the customer will be responsible for installing such services at its own risk, cost and expense.

17.4 AVGurus shall install the connections required for the use of the AVGurus services and where applicable, the selected services at the customer's premises as set out in the quote, as requested by the customer, against payment of the relevant installation fee and deposit, if applicable, as set out in the quoted by AVGurus.

Terms and Conditions

17.5 AVGurus shall make reasonable endeavours to meet the installation date as requested by the customer. However it is a condition of the agreement that AVGurus gives no undertakings that it will be able to meet any installation date requested by the customer, the customer accepts that AVGurus will install the connections required for the use of the AVGurus services and where applicable the selected se when it is in a position to do so, which will depend on the availability of spares, parts and service providers or AVGurus contractors, whatever the case may be. Should the conduits be incorrect on the clients site, installation on AV Gurus Part cannot commence.

17.6 AVGurus will give the customer notice of the installation date once it has received the selected services and secured the services of its AVGurus contractors and service providers for the purposes of installing the connections and selected services.

17.7 AVGurus will ensure that it complies with all installation requirements set out under the accepted service standard in so far as installation of the connections and the selected services is concerned.

17.8 AVGurus duty to physically install the connections required for the use of the AVGurus services and where applicable the responsibility to install the selected services or services will terminate once the connections and where applicable the selected services or services have been supplied, installed and the customer is able to receive, via the selected services, the AVGurus services.

18. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

19. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

21. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

22. By signing this you warrant that you are happy with and understand the system and design supplied to you by AV Gurus.

Client: SIX Sample Projects

Date:

Contractor: Audio Visual Gurus

Date: