

# Terms and Conditions

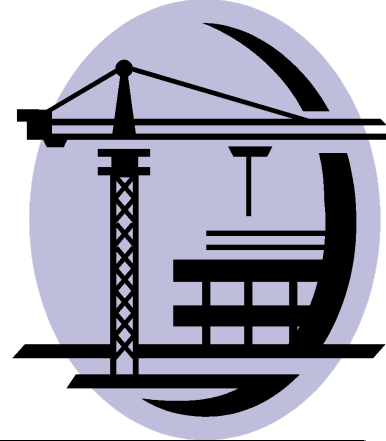
## VALTONE FAB 5

CON.ENG.FAB

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Registered:



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We at Valtone 5 Con.Eng.Fab strive to work diligently and transparently with all our clients and thus our Terms and Conditions are publicly accessible along with General information relating to all work on sites and in our workshop.

Valtone reserves the right to amend and add to these Terms and Conditions at any given time.

\*Standard of 70% deposits are required with ALL Projects as will be displayed on Quotations and will be discussed. Any changes or agreements must then be made in writing and signed by both parties. There off, Progress payment is required until the end of the project/s towards the final payment.

\*Crane hires, additional machinery & ready mix concrete when quoted for, will be specified and must be paid in **FULL** before continued with. Any delays in payment from the client and unfavourable weather conditions will not be held against Valtone in any manner. None of Valtone's staff will be required to work on heightened platforms nor buildings if weather conditions are not favourable.

\*Any additions or changes required on or off site, to any fabricated structural components or item, Conveyors, Cyclones, Doors, Gates, pipes, etc, will be quoted for, before any additional work will commence that is not specified for in the quotations or on Engineer's approved drawing/details. Client will be responsible for obtaining exact specifications from Engineers, QS, Architects etc, and will then be discussed with all relevant parties. Unless otherwise specified and in writing, Valtone will not be responsible for any faulty/out dated drawings/ measurements/ information passes through. It is the client or engineers responsibility to ensure the correct details are given. When verbal instructions are given, each of the following parties must have a representative available from each company, more preferably, all instructions should be made in writing, either e-mailed or in person with access to the relevant information.

\*NO work will be done or started before deposits have been received in full unless other agreements have been made in writing and signed by the relevant and appointed parties.

-Purpose of the Deposits is to mainly cover material costs and fabrication costs. Valtone will not make any purchases on credit towards any materials.  
-Delayed payments will result in delayed project time and unnecessary standing times.  
-It is the clients duty to make sure there are funds available and all time as per quotation to fulfil the payment duties on time.  
-Valtone will not apply for any credit or use additional funds whatsoever to fund a clients project in any manner.  
- If a client has approved a quotation with a certain amount, The client may not go over Valtones head and

\*NO work will be continued with if payments are delayed.

Clients are required to make timely payments as required to adequately fulfil the desired work requirements and time frame in which a project needs to be completed.

Delayed payments can negatively impact the proceedings of the required project/s

Valtone will not under any circumstances make use of external funds or capital to fulfil a clients needs if the funds are delayed.

Valtone will in some cases be required to do credit checks on clients before commencing with a given task or projects, where as payments will be needed to be made in advance and documented.

\*ALL materials, ON or OFF site, Will remain the property of Valtone until full payments have been received.

If payment is delayed during a given project or final payments are not received, Despite any payments made, Valtone will remain the owner of the materials used, assembled or not and may be forced to disassemble and remove materials from site. Legal processes will the follow.

Materials will then be sold to compensate for outstanding amounts due to Valtone.

Last payments must be made within 7days after completion.

\*ALL PRICES ARE ONLY VALID FOR 21 DAYS AND WILL BE RE-QUOTED, PRICES MAY DIFFER

If a client should make use of an old quotation and payments are made using an old quotation, Valtone will be required to re-quote and amend amounts to compensate for any price increases that will then be added to invoices and statements.

Valtone cannot be held liable for any changes in material prices as the availability of structural steel is not in abundance all the time with the fluctuation of the steel price on a monthly basis.

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\*If the materials are supplied by the client, Valtone will not be held responsible for any faulty or damaged materials supplied by the client or third parties, Also, all materials must be available on site during the project/s to avoid “standing times”

\*Deposits payable are only the starting phase of the project and regular payments are required as the project nears completion.

\*Any of Valtone’s employees are permitted to take photographs at any time on any working site where Valtone is involved with the related project/s. Photographs are strictly for reference purposes, adding to the company portfolio, showing any sort of detail or complications that may occur on site.

-Photographs may also be used to indicate progression of work / projects in working.

\*Any and all disputes regarding Valtone or any of it’s staff must be dealt with in an orderly and professional manner and in a safe enclosed space with the relevant persons involved.

\*Any and all recordings, audio or video, where Valtone or any of its staff / employees are involved are strictly forbidden on any site or at the place of work, however, proper consent must be given in writing and signed by both parties including witnesses otherwise will be deemed as invalid and claims may be made towards the guilty party.

-If a video blog is made by the client or any other person, the same rules will apply and consent must be obtained.

\*Disputes must be made in writing and no verbal confrontations will be allowed.

\*Signing of any documentation with no adequate representatives of each side will result in “du res” and will be null and void.

\*When a client approves a quotation, either in writing or in the form of payments, The client accepts Valtone’s terms and conditions.

\*Valtone is not obligated to give any information regarding financial aspects or costs of the business (unless when complying with vendor applications) Neither or any business proceeding matters regarding material costs and supplier information, unless changes have been made and authorised by Engineers on the relevant drawings, materials used will be adjusted accordingly.

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## Abridged version.

- **Deposit and cleared funds:** The Client must pay a non-refundable deposit of [X%/amount] as a single lump-sum. The Contractor will not procure materials, allocate resources, or commence fabrication or site work until the deposit and any required advance payments have cleared in the Contractor’s bank account.

- **Progress payments:** All remaining amounts are payable per the agreed payment schedule/milestones. Each invoice is due within [7/14] days of issue.

- **No credit obligation:** The Contractor is under no obligation to finance the project, extend credit, or procure materials or labour at its own cost pending Client payment.

### Suspension for non-payment and delayed deposits

- **Right to suspend:** If any amount is unpaid when due, or the deposit is not received in full as a lump-sum by the agreed date, the Contractor may immediately suspend performance (including fabrication and procurement) without liability until full payment is received.

- **Costs of suspension:** The Client is liable for all reasonable costs, storage, safeguarding, remobilisation, and price escalations arising from suspension and remobilisation.

- **Interest on overdue amounts:** Overdue amounts accrue interest at [X%] per month from due date until payment in full.

- **Price adjustments:** The Contractor may adjust pricing to reflect market increases in material or labour costs caused by delays attributable to the Client.

### Control of suppliers and client-procured materials

- **Sole coordination:** The Contractor is the principal coordinator for the project. The Client may not appoint or instruct third-party suppliers or subcontractors for the project scope without the Contractor’s prior written consent.

- **No set-off for client purchases:** Client-procured materials or services do not reduce amounts owed to the Contractor unless expressly agreed in writing and priced via a formal variation.

- **Compliance and integration:** Any approved client-supplied materials must meet the Contractor’s specifications and certification. The Contractor may refuse integration of non-compliant items and is not liable for delays or defects arising from them.

- **Indemnity:** The Client indemnifies the Contractor against losses, delays, rework, or additional costs arising from client-appointed suppliers or client-supplied materials.

### Variations and scope changes

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- Written variations only: Changes to scope, materials, design, sequencing, or suppliers are effective only when confirmed by a signed written variation specifying price and time adjustments.

- Adjustment of time and cost: Variations and client-caused delays entitle the Contractor to reasonable extensions of time and additional costs.

## Title, risk, and ownership of materials

- Retention of title: Title to all materials and fabricated components remains with the Contractor until full payment of the contract price and all additional charges has been received.

- Risk on suspension: If work is suspended due to the Client's non-payment, the Client bears risk for deterioration, theft, or damage to materials stored off-site or on-site.

- Recovery rights: In the event of termination for non-payment, the Contractor may recover or resell materials and components not paid for, and the Client grants access rights to facilitate removal.

## Termination for default and insolvency

- Notice and termination: If the Client fails to pay any amount within [7/14] days after written notice of default, the Contractor may terminate the contract immediately and recover all amounts due, plus costs and losses arising from termination.

- Insolvency: The Contractor may suspend or terminate if the Client is or appears to be unable to pay debts as they fall due, enters business rescue, or commits an act of insolvency.

- Consequences: On termination, all sums invoiced become immediately due, and the Client remains liable for fabrication completed, materials procured, demobilisation, and reasonable loss of profit on the unperformed balance.

## Limitation of liability

- Indirect loss exclusion: The Contractor is not liable for indirect or consequential losses, including loss of profit, business interruption, or reputational damage.

- Cap on liability: The Contractor's total liability is capped at the total fees actually paid by the Client under the contract, except for losses caused by gross negligence or wilful misconduct.

## Governing law and jurisdiction

- Law and forum: These terms are governed by the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the courts of [Province/Region].

## Practical additions you might want

- Credit approval clause: Work is subject to satisfactory credit checks; failure results in upfront payment terms.

- Payment security: Right to require a performance bond, bank guarantee, or escrow for larger projects.

- Price escalation clause: Material prices are subject to adjustment if suppliers increase prices after a Client-caused delay.

- Dispute resolution: A short mediation step before litigation can reduce costs and keep projects moving.