

TERMS AND CONDITIONS

1. Payment Terms

- **Deposit:** A 70% deposit of the total amount is required upon acceptance of a quotation. The deposit must be received before installation begins.
- **Final Payment:** The remaining 30% is due within 1 week of completing the installation. If the final payment is not received within this period, the warranty will be voided.
- **Late Payments:** In the event of delayed payments, additional charges may apply. Payment must be made in accordance with the terms outlined to avoid any penalties.

2. Maintenance Agreements

- **Maintenance Agreement:** Clients who enter into a maintenance agreement agree to a monthly debit order from our bank for the duration of the contract. Timely payments via this debit order are crucial to maintaining the validity of the maintenance contract.
- **Missed or Unsuccessful Payments:** If a payment collection is unsuccessful, the maintenance agreement will be terminated immediately, unless a written explanation or valid excuse is received within 5 days of the scheduled debit date. No further maintenance services will be provided under the agreement if the payment remains unresolved.
- **Cash on Delivery (C.O.D.) Terms:** After termination of the maintenance agreement due to unsuccessful payment collection, any future maintenance services will be provided on a Cash on Delivery (C.O.D.) basis. Payment must be made at the time of service.

3. Warranty and Liability

- **Pumps and Electronics Warranty:** All pumps and electronics are covered by a 6-month warranty from the date of installation, covering defects in materials and workmanship. This warranty can be extended to 1 year if the client signs a Maintenance Agreement within 2 months of installation.
- **Client Responsibility:** From the day of completion, it is the client's responsibility to add the pump and electronics to their insurance coverage. It is advised that the client ensures that routine maintenance is performed in accordance with the guidelines provided. After the expiration of the warranty period, the client must ensure that appropriate insurance coverage is maintained for the pumps and electronics.
- **Liability for Damage:** We are not responsible for damage to the misting system, pumps, or electronics caused by external factors beyond our control. These factors include, but are not limited to:
 - **Power Surges:** Any electrical surge or fluctuation that damages the equipment, particularly in the absence of proper surge protection measures.
 - **Lightning Strikes:** Direct or indirect lightning strikes that result in damage to the system, pumps, or electronics.
 - **Adverse Weather Conditions:** Damage caused by extreme weather events, such as heavy rain, flooding, hailstorms, strong winds, or extreme temperatures that affect the performance or integrity of the misting system.

- **Acts of God:** Natural disasters, including but not limited to earthquakes, floods, tornadoes, hurricanes, or wildfires.
- **Human Interference:** Damage resulting from tampering, vandalism, unauthorized modifications, or misuse of the system by the client or third parties.
- **Supply Chain Disruptions:** Delays or failures in service or repair due to shortages, shipping delays, or other supply chain issues that are outside of our control.
- **Governmental Actions:** Any damage or delay caused by new regulations, tariffs, or other governmental actions that impact the availability or performance of the misting system or its components.

4. Installation and Service

- **Site Preparation:** Clients must provide the correct electrical and water supply points as agreed upon during project planning. The installation site must be properly prepared and accessible, meeting the specific requirements outlined in the quotation. This includes ensuring that electrical outlets and water sources are in the locations specified and ready for installation.
- **Delays:** We are not liable for delays caused by factors beyond our control, including but not limited to adverse weather conditions, supply chain disruptions, or other unforeseen events. We will make reasonable efforts to minimize any delays. In the event of delays attributable to external factors, we will communicate promptly with the client to provide updates and revised timelines.
- **Payment Penalties:** If the installation is delayed due to the client's failure to provide the necessary site preparation or access, or if other contractors' work affects the installation schedule, the client may be subject to additional costs or penalties. These costs will be assessed based on:
 - The impact of the delay on the project schedule.
 - Any additional resources required to address the delay.
 - Uninformed events, such as sudden changes in the project scope or unforeseen interruptions caused by other parties or factors.
- **Coordination with Other Contractors:** If other contractors are working on site, the client must coordinate with them to ensure that our installation work is not impeded. We are not responsible for delays or additional costs resulting from conflicts or scheduling issues with other contractors. The client is advised to manage the overall project schedule to avoid overlaps, disruptions, or uninformed events that could impact the installation.

5. Maintenance

- **Maintenance Agreement:** If the client has signed a maintenance agreement, it is our responsibility to schedule and ensure that routine maintenance is performed in accordance with the guidelines provided. Regular maintenance will be carried out as specified in the agreement to ensure the continued performance and longevity of the misting system.
- **Without Maintenance Agreement:** If the client has not signed a maintenance agreement, it is their responsibility to schedule and ensure that routine maintenance is performed in accordance with the guidelines provided. Regular maintenance is essential for the continued performance and longevity of the misting system.
- **General Responsibility:** Regular maintenance is crucial for the proper functioning of the misting system. The client is advised to adhere to the maintenance guidelines provided to prevent issues and ensure the system's efficiency and longevity.

6. Data Protection

- **Data Handling:** We handle, store, and protect any data collected from clients in accordance with applicable data protection regulations, beyond the POPI Act. Client data is used solely for the purpose of fulfilling our contractual obligations and will not be shared with third parties without consent.

7. Limitations on Use

- **Prohibited Uses:** The misting system must not be used for any purposes not specified in the quotation or installation plan. Any misuse or damage resulting from unauthorized use is the responsibility of the client.

8. Insurance Requirements

- **Client Insurance:** Clients are required to have insurance coverage for their property and the misting system, particularly for high-value installations. This ensures that any potential damage or loss is covered.

9. Maintenance Schedule

- **Recommended Schedule:** A recommended maintenance schedule or guidelines will be provided to help clients understand how often maintenance should be performed. Adherence to this schedule is essential for maintaining the system's performance.

10. Service Response Times

- **Response Times:** We define response times for service requests or issues reported by clients to set clear expectations. Response times may vary depending on the nature of the issue and availability of resources.

11. Dispute Resolution Details

- **Specific Procedures:** For disputes arising under these terms and conditions, procedures for mediation or arbitration will be provided, including how to initiate these processes and any associated costs.

12. Client's Right to Terminate

- **Client Termination Rights:** The client may terminate the agreement under specific conditions, which will be outlined in the contract.

13. Force Majeure

- **Force Majeure:** We are not liable for any failure or delay in performing our obligations under these terms and conditions if such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of God, war, strikes, lockouts, industrial action, fire, flood, drought, tempest, or any other event that is beyond our control.

14. Compliance with Laws

- **Compliance:** The client agrees to comply with all applicable laws, regulations, and codes in connection with the installation and use of the misting system.

15. Confidentiality

- **Confidentiality:** Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the course of the agreement.

16. Limitation of Liability

- **Limitation of Liability:** Our liability is limited to the maximum extent permitted by law. We are not liable for any indirect, incidental, or consequential damages arising from the installation or use of the misting system.

17. Dispute Resolution

- **Dispute Resolution:** In the event of a dispute, parties agree to first attempt resolution through negotiation. If unresolved, disputes may be submitted to mediation or arbitration, following the specified procedures.

18. Severability

- **Severability:** If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

19. Entire Agreement

- **No Tacit, Express, or Implied Representations:** No tacit, express, or implied representations made contrary to the terms and conditions outlined in this document will be valid or binding. This agreement represents the entire understanding between the parties, and any changes or amendments must be made in writing and signed by both parties to be considered valid.

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