



**CHALTRUSS ROOFING cc T/A ROOFTEK TRUSSES**

Company Registration Number: 2007/216677/23

VAT Registration Number: 4780178937

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**GENERAL TERMS AND CONDITIONS**

***It is advised that the Customer carefully read and understand the Terms and Conditions annexed to the Quotation and contained herein, as certain terms and conditions may confer liabilities and obligations on the Customer and such liabilities and obligations will take effect upon the receipt of approval of the quotation.***

This Quotation is for the Design, Supply and Delivery of the work as set out on the quotation and is subject to the acceptance of the following:

**1. QUOTATION TERMS AND APPROVAL**

- 1.1. All quotations given by Rooftek are subject to the acceptance by the Customer within 30 days of the date of quotation. Thereafter proven cost method of escalation will apply.
- 1.2. Approval of quotes can be as follows:
  - 1.2.1. Signature of an quite document
  - 1.2.2. Approval in any form of writing
  - 1.2.3. Approval in any form
- 1.3. The roof layout with the same quote number as the quotation forms part of the quotation document.
- 1.4. The Quotation must be approved by the person and / or entity and / or duly authorised representative of the person and / or entity responsible for the payment of the account.
- 1.5. Customers are advised to check quantities before ordering as we cannot accept responsibility for omissions and/or errors on recommended quantities. The above quantities have been calculated in accordance with the roof layout (forms part of quotation document).
- 1.6. The reference to products shall include any exposed and / or unexposed trusses, covering or any other products specified on the Quotation.

**2. PAYMENT TERMS**

- 2.1. The Payment Terms are specifically set out on the quotation and as follows:
  - 2.1.1. 50 % (fifty present) deposit on all products specified in the quotation except roof covering (any form). The balance (50% (fifty present) must be paid 48 hours before delivery.
  - 2.1.2. 100 % (hundred percent) deposit on all roof covering. Includes but not limited to metal sheets, concrete tiles, slates and more
  - 2.1.3. 30 (thirty) days from statement CIGC approved account
  - 2.1.4. Other written agreements
- 2.2. Payment reference must contain the quote number or invoice number
- 2.3. Rooftek shall be entitled to payment for all work done and all materials supplied without deduction (retention and more deductions).
- 2.4. Prices quoted for all products and services are subject to variation by Rooftek. Prices may be amended by Rooftek if a significant error of fact can be shown in the original quotation.
- 2.5. Payment may not be withheld by the Customer in respect of any complaints and / or disputes which may arise. The Customer shall inform Rooftek of any complaints and / or disputes within 5 days after becoming aware of any such complaints and / or disputes.

**3. DESIGN OF ROOF TRUSS, ROOF COVERING AND OTHER RELEVANT MATERIAL FOR QUOTATIONS**

- 3.1. The timber structure is designed using licensed Mitek software.
- 3.2. All plan sizes and dimensions are taken off the Architects drawings for the purpose of the Quotation. Any discrepancies in actual site measurements will be for the Customer's account, which the Customer hereby accepts and agrees to.
- 3.3. The design does not allow for any additional concentrated loads (Live or Dead load) unless specified. Not limited to the below list, the following will require additional concentrated loads and must be specified by the Customer at the time of quotation
  - 3.3.1. Solar Panels
  - 3.3.2. Geyser panels or platforms
  - 3.3.3. Hotwater geyser

- 3.3.4. Aircon plant units & ducting
- 3.3.5. Water tanks storage
- 3.3.6. Kitchen canopies & Hvac's
- 3.3.7. Skylights & roof windows
- 3.3.8. Sprinkler systems
- 3.3.9. Trunking
- 3.3.10. Any other item that will require other concentrated loads.
- 3.4. Trusses are only allowed to be supported on internal walls where indicated on our drawings. Notwithstanding the aforementioned, should the Customer require the design to be adjusted to allow for trusses to be supported by internal walls, this must be specified by the Customer at the time of quotation
- 3.5. The roof trusses are optimally designed in terms of span, truss spacings and loadings in order to achieve the most cost-effective design. This means that the trusses (spacings, tie beam sizes, top cords, webs, etc.) battens (spacings and sizes) could differ from the Architects drawings. This may affect ceiling batten sizes as well. By approving the quotes the Customer accepts the aforementioned, unless a specific request is made to alter the original Quotation.
- 3.6. All connector plates and hardware are standard galvanised steel – we draw your attention that exposed plates and hardware are to be corrosion treated within 10 km from the coast – refer to SABS spec 0243.
- 3.7. Final design is only done when approval of the quote is received, payment terms are agreed and accurate site measurements are able to be taken. It could happen that certain "design elements" can change which could change and affect the layout of the roof, including sundries supplied. Where applicable, this will be communicated and discussed with the Customer.
- 3.8. Rooftek may, at its sole discretion, change materials used in the roof design and construction e.g.: steel purlins in lieu of timber purlins. Changes, if any, do not affect either the terms of its license, design rationale or any SANS specifications.
- 3.9. The following items have not been included unless itemized:
  - 3.9.1. Labour to install any part of the items itemize on the quote
  - 3.9.2. Geyser platform
  - 3.9.3. Ceiling or soffit material and fixing
  - 3.9.4. Pergola timber and fixing
  - 3.9.5. Post or Columns
  - 3.9.6. Steel fixing to concrete (Flanges, Bolts & Hoop iron)
  - 3.9.7. Insulation
  - 3.9.8. Vertical cladding frames and fixing
  - 3.9.9. Trapdoors
  - 3.9.10. Loft ladders
  - 3.9.11. Roof covering (tiles, sheeting, slate or other covering)
  - 3.9.12. Barge or Fascia runners and fixing
  - 3.9.13. Rainwater goods (gutters, box gutters, downpipes, spreaders, gargoyles, waterproofing material etc.) have not been included in the quotation.
  - 3.9.14. Waterproofing of any sort
  - 3.9.15. Inspection (A19 certificate or Engineering fees)
  - 3.9.16. Temporary bracing.
- 3.10. Chimneys, trapdoors, loft ladders and solar/geyser panels are to be clearly indicated on drawings. Chimneys are to be built to plan sizes before the roof is installed and details and flashings have not been allowed for unless itemized at the time of the Quotation.
- 3.11. All roof timber is treated and is supplied according to SANS 1783 specifications
- 3.12. All materials and sundry items are estimated at the time of the quotation based on the original Architects drawings, which drawings are provided to Rooftek by the Customer. The Rooftek delivery note as issued by Rooftek guarantees all items required for the completion of the roof structure as per the quotation. These estimated quantities are however, not guaranteed. Any materials which are available after the completion of the roof structure, as specified in the quotations, are non-refundable and the property of Rooftek.
- 3.13. Any items not cited on the quotation are not guaranteed by Rooftek.
- 3.14. Roof Cover, (Tiles, Sheeting, Slates), make and colour has to be confirmed on order. Any quality and colour discrepancy of roof covering will be taken up directly with the manufacturer.
- 3.15. When roof covering is quoted standard flashing sizes, as supplied by the manufacturers unless itemized, have been included in the Quotation, unless the Customer specifically request alternative and / or specific sizes at the time of Quotation.
- 3.16. All designed bracing is included in the Quotation.
- 3.17. There shall only be one site visit for site measurements. Additional visits will be charged at R1 000.00 per visit if the site is not ready for accurate measurements by Rooftek. A date for the site visit shall be arranged with the Customer on reasonable notice.
- 3.18. All external walls to be at least window sill height. Any deviations required by the Customer from the original quoted drawings provided are to be communicated to Rooftek prior to site measurements being taken.
- 3.19. The Design is deemed to satisfy regulations as per SANS 10400-K allow for a maximum corbel of wall thickness plus 1/3. Roof overhangs are designed from external wall dimension and not corbel line. Therefore, the structure may not be installed on the corbel and may only be installed on the external wall.
- 4. Actual site conditions could dictate that additional sheeting, flashings, closures or trims are required that were not originally foreseen or included for in the original quotation provided and accepted by the Customer. As soon as Rooftek becomes aware hereof, these items will be quoted and provided to the Customer. The same payment conditions as indicated in clause 1 and 2 hereinbefore shall apply. Please note that similar procurement lead times may apply.

## 5. Warranties & Guarantees

- 5.1. Rooftek shall not be liable for any damages suffered in respect of work performed by someone other than Rooftek or its duly appointed agents.
- 5.2. Rooftek shall not be responsible for any loss or damages of any kind whatsoever, this further includes consequential or losses.
- 5.3. Rooftek takes no responsibility for the existing condition of the dwelling or building or unit to which Rooftek's works will attach.
- 5.4. Any dates quoted for delivery are estimates only and Rooftek shall not be liable for failure or for delay in delivery arising from any cause whatsoever beyond Rooftek's control.
- 5.5. On 10th of November 2012, notice R7II, being amendments to the Regulations as per Act 103 of 1977 became legally effective. SANS 10400XA has been published as a compulsory regulation to meet energy usage in the built environments as is applicable to ALL buildings, including alterations after this date. This will have specific applications in the design of timber roof trusses where solar systems may be implemented to meet the requirements of the regulation, and which will demand an extra load carrying ability to be incorporated in the design of the roof structure
- 5.6. All quotation is in accordance with the ITC's minimum requirements.
- 5.7. Guarantees and warranties vary according to the products used and / or the works being performed at the Customer property. Aforementioned guarantees and warranties shall be published on the website from time to time

## 6. DELIVERY AND MANUFACTURE

- 6.1. Rooftek reserves the right to refuse jobs at its own discretions and without prejudice.
- 6.2. The manufacture of the timber truss and the delivery of any products as listed on the Quotation will be done within a reasonable period (Obtain lead time), whereafter the delivery shall be arranged between the Customer and Rooftek. Order to be place well in advance to ensuring timely delivery, avoiding additional cost and preventing disappointment
- 6.3. The customer or his representative must insist on and sign for a DELIVERY NOTE when the trusses, roof covering and relevant material are delivered by Rooftek or third parties. On delivery the Customer or his representative shall inspect all goods and ensure that they are correct in all respect and comply with the delivery note and quotation as to quantity, quality and specifications. Any shortages and defects must be indicated on the delivery note and Rooftek needs be notify immediately. Rooftek is not liable for any defects that should have been revealed upon such examination but not indicated on the delivery note and notified of the matter. After delivery it shall be a precondition of any liability by Rooftek that the Customer or his representative notifies Rooftek in writing within in 3 (three) business days of any defects in the goods as soon as possible and makes the goods available for testing and inspection by the company.
- 6.4. The time required for manufacturing and supply of covering and any related materials will be determined from time to time as prevailing supply and demand conditions dictates. Lead time to be obtain to avoid additional cost and preventing disappointment.
- 6.5. The risk in and to the Goods shall pass from Rooftek to the Customer on the date of delivery. Delivery shall be deemed to have taken place against signature of Rooftek's delivery note or on receipt of written confirmation that the Customer has collected the Goods from the Rooftek's place of business.
- 6.6. Notwithstanding delivery and passing of risk, ownership in and title to all materials, whether installed or not, shall remain with Rooftek until full and final payment is received from the Customer. Ownership of such materials shall transfer to the Customer upon receipt of full and final payment.
- 6.7. Rooftek will carry out works within a reasonable period. Notwithstanding the aforementioned, the Client acknowledges that delays can occur from time to time due to unforeseen circumstances and of no fault by Rooftek. In addition to the aforementioned, extreme weather conditions and / or rainy days may delay the commencement of the work or prevent specific works to be carried out.
- 6.8. An adequate, level lay down area is required on the site boundary next to the access road. Trusses, roof covering and any relevant material are offloaded next to the delivery vehicle (within 10m) and are not carried over bricks or rubble, or into the site, or stacked away from the delivery vehicle.
- 6.9. Cranes fitted on Rooftek vehicles is not available for rigging on site.
- 6.10. There must be access for Rooftek's trucks and trailers. These combinations are up to 18m long. Rooftek will not be held liable for any damages or cost that might incur if a delivery doesn't take place due to the fact that the road is inaccessible for the trucks and trailers.
- 6.11. Any access limitations must be communicated to Rooftek prior to acceptance of this Quotation.
- 6.12. Should Rooftek's vehicles be refused access or the road is inaccessible for the tucks and trailers, a reasonable re-delivery charge per km will apply.

## 7. CUSTOMER OBLIGATIONS

- 7.1. The Customer is to ensure that adequate security is available and assumes responsibility once the materials have been delivered.
- 7.2. The Customer is to inform Rooftek of any know site hazards, including but not limited to hazardous chemicals on site, electrical and plumbing services problems, asbestos, other work scheduled at the same time.
- 7.3. The Customer is to inform any relevant parties that may be affected by the work performed by Rooftek.

**8. ALTERATIONS OR VARIATIONS**

- 8.1. No trusses may be cut or altered on site without the written consent of Rooftek. (This does not apply to overhang cuts or the Horns of jack trusses or the trimming of Jack Truss Rafters). Any alterations to the Roof Trusses not agreed to in writing by Rooftek may result in all guarantees for the roof structure becoming null and void. Installation of Roof Trusses is to be in strict accordance with the roof layout submitted as well as the bracing and connection details supplied.
- 8.2. Any additional material required by the Customer that has not been included in the original Quotation shall be at an additional cost to the Customer. Rooftek shall be entitled to suspend any such work and at their own discretion until payment in full has been received.
- 8.3. Our structural guarantee becomes null and void in the event of:
  - 8.3.1. Installation not carried out according to out installation details
  - 8.3.2. Site modifications done to trusses without our written consent
  - 8.3.3. The structure not inspected by a structural engineer or approved competent person on completion
- 8.4. Any variations to these terms and conditions will be deemed to have been received by the Customer in the event that Rooftek has forwarded such terms and conditions to the address for service nominated by the Customer.

**9. GEYSER SUPPORT**

- 9.1. Geyser Platform Detail to be fixed according to ITC Standard Detail. No materials for geyser platform have been included in this quotation, unless specified

**10. A-19 REQUIREMENTS**

- 10.1. Regulation "A 19" of the National Building Regulations calls for the appointment by the owner of a reasonable/ competent person for the design and inspection of the structural system. The granting of an Occupancy Certificate is dependent on the submission of a rational Design / Loading Certificate by the person appointed under regulation "A-19"
- 10.2. All costs involved in the issuing of the A-19 Certificate shall be for the Customers account and shall be payable directly to the appointed person, unless specifically included in the Quotation.

**11. NOTICE OF SERVICE ADDRESS**

- 11.1. The parties choose as their domicilia citandi et executandi (service address) for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses mentioned on the cover page of this Agreement
- 11.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
- 11.3. Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that party to another physical address in South Africa or its telefax number, provided that the change shall become effective vis-à-vis that addressee on the 14th days from the deemed receipt of the notice by the addressee.
- 11.4. Any notice to a party:
  - 11.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 5th business day after posting (unless the contrary is proved);
  - 11.4.2. delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
  - 11.4.3. sent by telefax to its chosen telefax number, shall be deemed to have been received on the first business day following dispatch thereof (unless the contrary is proved).
- 11.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it even if it was not sent to or delivered at its chosen domicilium citandi et executandi.

**12. CANCELLATIONS**

- 12.1. Rooftek reserves the right to withdraw from any contracted work prior to the commencement of such works and any deposit received by Rooftek from the Customer shall be refunded.
- 12.2. In the event that the Customer wishes to cancel and / or amend the quotation, the Customer must provide Rooftek with 14 days written notice thereof. Notwithstanding the aforementioned the Customer shall be liable for all costs incurred by Rooftek in the event that Rooftek commenced with any work as set out on the quotation as accepted by the Customer.

**13. WHOLE AGREEMENT, NO AMENDMENT**

- 13.1. This agreement constitutes the whole agreement between the parties relating to its subject matter.
- 13.2. No amendment or consensual cancellation of this agreement or any provision or term of this agreement or of any agreement or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect of which it was made or given.
- 13.3. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party from exercising its rights strictly in accordance with this agreement.
- 13.4. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in this agreement, whether it induced the contract and/or whether it was negligent or not.

**14. SEVERABILITY**

- 14.1. Should any clause or sub-clause be void for vagueness or for any other reason whatsoever, then that clause or sub-clause shall be capable of being severed from the remainder of this agreement which shall remain of full force and effect and shall be binding on all the parties hereto

**15. GOVERNING LAW AND JURISDICTION**

- 15.1. The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of South Africa and each of the Parties agrees to submit to the jurisdiction of the Magistrate Court.

**16. WRRANTY OF AUTHORITY**

- 16.1. The persons signing the quotation / order expressly warrant their authority to do so.