

## Terms & Conditions - Dilano Design (Pty) Ltd

### Products & Services:

Art Glass / Mirrors / Stainless Steel / Glass Splashbacks / Glass Balustrades / Frameless Internal Doors & Showers / Sandblasting / Carving

### 1. Pricing & Quotations

- 1.1 Prices are based on the final measured sizes, materials, and specifications.
- 1.2 Any unforeseen extras not specified in the quotation will be billed separately.
- 1.3 Quotations are valid for **7 days only**.
- 1.4 Prices exclude scaffolding, hoists, or other access equipment unless otherwise stated.

### 2. Orders & Deposits

- 2.1 Acceptance of the quotation, by payment of the deposit, confirms the order and acceptance of these Terms & Conditions.
- 2.2 Standard payment terms:

- **85% deposit** on acceptance of quotation.
  - **15% balance payable before installation.**
- 2.3 Additional work after acceptance of the original quote requires a **50% deposit** before commencement.
  - 2.4 Custom-made products are **non-refundable** once production has begun.

### 3. Ownership & Non-Payment

- 3.1 All goods remain the property of **Dilano Design (Pty) Ltd** until fully paid.
- 3.2 The company reserves the right to suspend work, request full payment before completion, or remove installed materials for non-payment after 7 days' written notice.
- 3.3 In the event of removal, the client indemnifies **Dilano Design (Pty) Ltd** from any damage caused during removal and is liable for all associated costs.

### 4. Site Conditions & Measurements

- 4.1 All surfaces must be **100% level and plumb** before installation.
- 4.2 Final measurements will only be taken once related works (tiling, countertops, extractor installations, etc.) are completed.
- 4.3 Any delays caused by the client or their contractors may result in revised completion dates and additional charges.
- 4.4 Requests to complete separate sections of the work on different dates may incur additional costs unless agreed in writing.

### 5. Installation & Liability

- 5.1 Shower installations, while sealed with gaskets and silicone, are **not guaranteed watertight**. Minor water penetration may occur through hinges or under door edges.
- 5.2 The company will not be held liable for:
  - Breakages reported after handover.
  - Damage to plumbing, wiring, conduits, gas pipes, waterproofing, or poor substrate work during drilling or installation.
- 5.3 It is the client's responsibility to point out any risk areas before work commences.

### 6. Maintenance & Care

- 6.1 All products, including glass and stainless steel, require regular cleaning and maintenance.
- 6.2 The company will not be responsible for staining, corrosion, or deterioration due to neglect or improper cleaning.
- 6.3 Cleaning and care guidelines are available on request.

## **7. Drawings & Approvals**

- 7.1 Detailed shop drawings will be provided for approval before manufacturing.
- 7.2 Manufacturing will only commence once signed approval is received.
- 7.3 Any changes requested after approval will incur additional costs.

## **8. Project Delays**

- 8.1 If the client delays the project, a progress claim will be issued for work completed to date and must be paid on a pro-rata basis.
- 8.2 Storage fees may apply for goods held for more than **3 weeks** after completion without collection or installation.

## **9. Handover & Snagging**

- 9.1 The client must inspect all work within **72 hours** of completion and report any defects or snags.
- 9.2 If no report is received, the work will be deemed accepted.
- 9.3 Any rectifications after this period will be at the company's discretion and may incur charges.

## **10. Cancellations**

- 10.1 Cancellations after deposit payment will be subject to deduction of costs incurred to date.
- 10.2 Custom-made products cannot be cancelled or refunded once production has begun.

## **11. Risk & Warranty**

- 11.1 All risk in the goods passes to the client upon delivery or installation.
- 11.2 Glass products are not covered for breakage once installed, except where caused by proven manufacturing defects.
- 11.3 No warranty is given for defects resulting from misuse, impact, or poor maintenance.

## **12. Legal & Jurisdiction**

- 12.1 All legal costs incurred in recovering outstanding amounts will be for the client's account, on an attorney-and-own-client scale.
- 12.2 This document constitutes the sole binding agreement between the parties and supersedes any prior communications or agreements.