

# Aqua-Net Terms & Conditions

Please read the following provisions, terms and conditions carefully.

Please take special note of all of the provisions, terms and conditions that have been bolded.

PLEASE NOTE:

1. Any reference to the "supplier" means Netking Proprietary Limited and its related and inter-related persons, employees, directors, contractors and representatives.
2. That the "Important Information" which may be found at <http://www.aquanet.co.za> forms part of these terms and conditions.
3. Dogs may chew nets to drink water or to swim.
4. Do not leave your net off the pool for more than 24 hours.
5. All goods are supplied subject to conditions of sale.
6. All goods remain our property until FULLY paid for. Notwithstanding the aforementioned all risk in the goods will pass to the customer upon delivery/collection.
7. The lower the water level is below the net, the safer the net will be. The ideal distance between the net and the water should be at least 150mm.
8. Exclusion of liability: In addition to 2 below and without limitation the supplier shall not be liable for any claims or damages whatsoever, resulting from loose, poor or faulty paving conditions.
9. Solar Blanket: Please read the "Instruction for use" leaflet and return the warranty card to the supplier in order to register your warrantee.

**FURTHER TERMS AND CONDITIONS RELATING TO THE SALE AND INSTALLATION OF THE GOODS**

1. **GUARANTEE**
  - a. **REGARDING NETS**

The supplier undertakes that for a period of THREE (3) years from the date when the net has been installed, it will remedy any defects apparent in the net or the manner of their installation, subject always to clause 3.b below.

- b. **REGARDING ALL OTHER PRODUCTS (excluding Nets)**

The supplier does not provide any guarantees or warranties other than those which it is obliged to provide in law. Please take note that such goods may however be subject to

guarantees and warranties as provided by their respective manufacturers. Please refer to all leaflets accompanying such goods in this regard.

#### c. EXCLUSION OF GUARANTEE AND WARRANTIES

Any guarantee or warranty provided by the supplier (excluding any guarantee or warranty by which the supplier is obliged to provide by law which will be subject to such laws) is subject to:

- i. the goods concerned having been stored and used in a proper manner;
- ii. the customer has notified the supplier of the nature of the defect within 7 (seven) days of becoming aware of any defect;
- iii. The goods have been returned to the supplier, carriage paid and adequately packed; In the instance that the goods are returned as defective but are found on inspection to be in good order such goods will be returned to the customer subject to a handling charge.

Goods returned, which are out of guarantee or which were damaged due to incorrect usage, will be scrapped by the supplier unless the otherwise instructed by the customer.

#### 2. SAFETY

Some of the pool covers provided by the supplier are not intended to and do not provide any protection from accidents and are accordingly are not safe for children and animals. The supplier accepts no liability whatsoever with respect to the use of these covers.

Other covers supplied by the supplier provide a degree of safety provided that they are used in a safe and proper manner. Children and animals should not be left unattended in any pool area and the supplier accepts no liability whatsoever for any death, injury, damage or loss howsoever occurring, with respect to the use of any of its covers.

Please read our "Important Information" which may be found at <http://www.aquanet.co.za> forms part of these terms and conditions.

#### 3. EXCLUSION OF LIABILITY

##### a. DELAY IN COMPLETING THE SUPPLY AND INSTALLATION OF THE GOODS:

Whilst the supplier will use its best endeavors to supply and install the goods by the installation date detailed on the quotation or otherwise confirmed in writing, the supplier shall not be liable for any delay in completing the supply and installation of the goods if such delay is due to no fault on the part of the supplier, and the customer hereby undertakes to grant the supplier an extension of time for completing the supply and installation of the goods as is reasonable in the circumstances prevailing at the time when the delay occurs.

##### b. DEFECT AND WEAR AND TEAR:

The supplier shall not be liable for any damage to or deterioration in the goods due to misuse, abuse or fair wear and tear, including, without limitation, abrasion or sun damage.

##### c. ACCIDENT, INJURY, LOSS OF LIFE OR DAMAGE

The customer shall indemnify the supplier and hold the supplier harmless and the supplier shall not be liable for any claims whatsoever arising from any accident, loss of life, or damage resulting directly or indirectly from supply and installation of the goods sold and purchased under the agreement.

#### 4. EXCLUSION OF IMPLIED WARRANTIES IN TERMS OF THE CONSUMER PROTECTION ACT, 2008 ("CPA")

- a. In terms of section 55 of the CPA unless you are informed otherwise you are entitled to goods that:
  - i. are reasonably suitable for the purposes for which they are generally intended;
  - ii. are of good quality, in good working order and free of any defects;
  - iii. will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and
  - iv. comply with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993), or any other public regulation.
  
- b. With regards to 4.a above we hereby inform you that:
  - i. our goods are only suitable for the purposes as set out in our "Important Information" document;
  - ii. our goods will be useable and durable for the period of time as set out in our "Important Information" document, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and
  - iii. our goods only comply with such standards as contained in our "Important Information" document.

#### 5. INSTALLATIONS

The supplier shall not be responsible for any civil work that may be required in and around the pool to enable it to install any of its goods supplied by it. The customer shall ensure that coping stones, brick work or any other structures around the pool will be able to accommodate securing points required to secure the pool cover.

The customer shall be liable for the supplier's costs of any repeat visits that may become necessary as a result of the supplier's inability to access the customer's property at any time arranged with the customer for the delivery and/or installation of any of its goods.

#### 6. RIGHT OF ACCESS AND USE OF WATER AND ELECTRICITY

The customer hereby grants the supplier the right of access to and egress from the site where the installation of the goods is to be effected and undertakes to provide free of charge

such electricity and water supplies as are necessary to enable the supplier to complete the installation of the goods.

## 7. EXTRAS AND VARIATIONS

If the customer shall require any variation and/or additions to the goods and the installation thereof, such variations and/or additions and price and terms of payment thereof shall be of no legal force or effect unless reduced to writing and signed of both parties.

## 8. MAINTENANCE

All goods supplied by us must be inspected on an annual basis in order to ensure that they will perform in the manner in which they are intended to perform. The supplier will be entitled to charge its prevailing call out fee for each such inspection.

## 9. PAYMENT

Payment of the price is to be effected on or before the date specified on the applicable invoice issued by the supplier or if a date is not specified within 7 (Seven) days from the date of the supplier's invoice .

The price shall be paid at the suppliers premises or where ever directed by the supplier from the time to time, free of exchange and without deductions for any reasons whatsoever.

The supplier will be entitled to require the customer to provide a deposit of up to 50% on acceptance by the customer of the quotation and the balance of the purchase price will be due on collection/delivery of the goods.

The customer acknowledges that any deposit provided by the customer to the supplier will be NON-REFUNDABLE in the instance that the customer cancels any order with the supplier after such time as the supplier has customized any goods for the customer or the cancellation is within 7 (seven) days of the installation date. The customer hereby agrees that the cancellation charge is reasonable given the nature of the goods and the industry in which the supplier operates.

## 10. JURISDICTION IN DISPUTES

For the purposes of all or any proceedings herein, the consumer hereby consents to the jurisdiction of the Magistrates Court otherwise having jurisdiction under Section 28 of the Magistrates Court Act of 1994 as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such Court in which event this clause shall be Magistrate's Court Act of 1994 as amended.

Notwithstanding the foregoing the supplier shall have the right at its sole option and discretion to institute proceedings in any other competent Court which otherwise have jurisdiction

Upon mutual consent the parties may submit the matter to arbitration where after the matter shall be determined before an arbitrator appointed by the Chairman of the Johannesburg Bar Council, for the time being, whose decision shall be final and binding upon the parties.

Accepted (Initial): \_\_\_\_\_

