



## **Terms & Conditions**

Once you have become acquainted with DB JOINERY design features & window and door operations, consider how our products might become an integral part of your building projects.

### **Preliminary or budget pricing:**

Because the specifications process for truly custom products is extensive and often time consuming, DB JOINERY has incorporated a condensed specification process that provides fast and accurate cost estimates to allow our clients determine the general character of the proposed projects before investing a significant amount of time and energy in the specification process. This preliminary pricing includes default specifications unless otherwise indicated and is subject to change based upon subsequent design and specification changes.

Preliminary pricing is based upon the following information:

1. Window or Door Operations.
2. Unit Shape.
3. Unit width, Height & Thickness.
4. The Number of Panels and/or lights in each sashes or door.
5. Wood species.
6. Panel or Glass Type.
7. Wall Thickness or Jamb Width.
8. Associated Trim or Architectural Woodwork.

DB JOINERY'S Customer Service Representative can provide preliminary pricing over the phone and will follow-up with either a faxed or mailed written verification.

Default detail sections and hardware cut sheets are available for preliminary consideration as well.

If the estimate is reasonable to you and you wish to use our services, contact our customer service department and DB JOINERY will prepare a formal proposal for your approval. The formal proposal (PROSPECT) will include itemized pricing on a per unit basis, terms, warranty information, and a listing of specific details including rough openings, jamb dimensions, sash/door sizes and other details information. Acceptance of DB JOINERY'S proposal will initiate DB JOINERY'S comprehensive shop drawing services.

Generally, a 50% deposit is required with your proposal acceptance in order to initiate the shop drawings for your approval. Shop drawings are included in our pricing. Design changes requiring minor adjustments are usually provided free of charge. However, additional design fee may be charge

for more extensive changes requiring additional or revised drawings. Product revisions may affect product pricing as well.

Your approval of shop drawings should include a 50 % production deposit to initiate creation deposit to initiate creation of cut lists, material orders and schedule production time. Upon our receipt of your shop drawing approval, DB JOINERY will schedule production and submit to you an estimated completion date. Large projects will require **an additional progress payments midway between the production sequence and the schedule delivery. The final balance will be due upon completion, all goods related to this order belong to DB Joinery until full and final settlement has been paid into our account . Should payment be done by means of internet banking/ EFT or cheque, DB Joinery reserves the right to withhold delivery of all goods until such payment reflects in our account. Proof of payment must be faxed to the following numbers 011 964 – 3996 or 086 694 3399.or emailed to info@dbjoinery.co.za**

DB JOINERY 's PROSPEC term's page and referenced POLICY document include Specific warranty claims and terms information.

#### ACCEPTANCE PROCEDURES

**The DB JOINERY proposal document is the principal contract recognized by DB JOINERY. There are no verbal agreements.**

The DB JOINERY proposal document, as a contract, does not take effect until an authorized proposal is returned to accept by DB JOINERY at its office with the appropriate deposit.

DB JOINERY reserves the right to cancel any agreement within 30 days of the receipt of an accepted proposal and deposit will be returned to the customer. DB JOINERY will accept cancellation of a proposal by the customer within 30 days of its acceptance by DB JOINERY and will return the deposit less accrued expenses (labor & materials) within 60 days of cancellation. Should accrued expenses exceed the deposit the customer agrees to pay the difference to DB JOINERY. Cancellations received after 30 days from acceptance by DB JOINERY render all payments and deposits to DB JOINERY nonrefundable and the customer will be responsible for any additional accrued over the deposit and progress payments.

DB JOINERY will not accept a proposal document unless all details and specifications are approved and accepted by DB JOINERY.

#### **BEFORE YOU SIGN OUR CONTRACT...**

Please be certain that you understand the details and specifications designated in the proposal? All current policy positions are included with each submitted proposal.

We do our best to include all necessary information. If a detail or specification is not included in the proposal the work may not be executed.

Do not hesitate to call us for clarification of details and specifications. We are here to assist you. If you believe you have a question ... call us.

## **PRODUCT WARRANTY.**

The express warranties set forth herein are in lieu of all other warranties, express or implied, including without limitation any warranties of merchantability of fitness for a particular purpose and all such other warranties, to the extent permitted by law, are hereby disclaimed and excluded by DB JOINERY. Any limited warranties which are not excluded hereby due to operation of law are limited in duration to the duration of the express warranty provided herein for the product warranted.

### **MILLWORK**

DB JOINERY'S millwork is warranted to be free from defects in materials and /or workmanship. Natural variations in color or texture of woods are not defects. All millwork should be inspected upon arrival and before installation and /or finishing.

It is the customer's responsibility to properly care for and protect new woodwork against **moisture or excessive dryness, and to see that tops and bottom edges and all surfaces are thoroughly painted or varnished.**

**For a period of 12 months from the date of manufacture DB JOINERY agrees to repair or replace without charge, any items which may be defective. DB JOINERY, however, cannot under any circumstances be responsible for installation, repainting, refinishing, or other similar activities necessary to complete the replacement. It will be the customer's responsibility to complete the replacement.**

DB JOINERY will furnish either replacement millwork, free of charge, F.O.B. the original point of delivery or send a representative to make on – site repairs at DB JOINERY'S option.

### **WARP TOLERANCE**

The term **Warp** shall not be considered a defect unless it exceeds **6mm** in the plane of the doors itself. Warp is any distortion in the door itself and does not refer to the frame in which it is hung. The term warp includes bow, cup and twist of the material used. Please note that the tolerance set in this clause is based on a standard size door of approximate **2032mm**. Doors exceeding a height of **2032mm** shall not be judged under the term and tolerance as set in this clause.

### **HARDWARE**

While others manufacture all window and door hardware, it is DB JOINERY'S policy to provide a warranty against defect or error in workmanship for hardware recommended and purchased by DB JOINERY. Replacement for defective hardware will be supplied free of charge within one year after sale.

Hardware recommended or purchased by the customer is not included.

DB JOINERY cannot, under any circumstances, be responsible for installation, repainting, refinishing, or other similar activities necessary to complete the replacement.

It will be the customer's responsibility to complete the replacement.

DB JOINERY will furnish either replacement hardware, free of charge, F.O.B. the original point of delivery or send a representative to make on-site repairs at DB JOINERY'S option.

## **EXTENDED WARRANTIES**

**Time period extensions to the warranties set forth herein are available ONLY when specified in the DB JOINERY Proposal Document and usually include additional costs.**

The remedies set forth above are the sole and exclusive remedies provided hereunder and DB JOINERY shall not be liable for any further loss, damages or expenses, including incidental or consequential damages, directly or indirectly arising from the use of its products.

## **COMPLETION DATES**

### **DB JOINERY maintains a comprehensive overview of all manufacturing schedules**

The completion of a project can be affected by availability of materials not manufactured by DB JOINERY, changes in detail and specifications after a project is scheduled and other acts beyond our control. Therefore delays can and do occur.

It is our intention to provide only the highest quality product. We will not allow a product to leave our control unit until it meets quality control criteria.

Upon our initial contract with a prospective customer DB JOINERY will report the current backlog. This backlog is determined by calculating the amount of time necessary to complete work currently scheduled. Please do not assume that this reported backlog will apply to your project. There are many proposals that have been submitted to customers at any given time and are pending acceptance. The current backlog is, therefore, subject to change on a daily basis. We offer the information to provide the customer and ourselves the opportunity to forego lengthy discussions and negotiations that may be precluded due to obviously unacceptable scheduling.

Estimate completion dates are determined only when we receive and accept a signed proposal with approved shop drawings and the appropriate deposit. The estimated completion date is a non-binding date.

Generally, we are able to complete work on schedule and have an excellent record in doing so.

Should your situation demand a guaranteed deadline we will negotiate that deadline and include stringent contractual provisions. These provisions are available upon request and usually will involve substantial added costs. Guaranteed completion dates are specified in detail only within the DB JOINERY'S contract documents.

Requirements include but are not limited to the determination that;

- **All design services, shop drawings and any other services deemed necessary by the customer and /or DB JOINERY for the determination of an details and specifications necessary to a project be described and performed under the jurisdiction of a separate an preceding proposal from that which contracts DB JOINERY to actually perform the manufacturing of that project.**
- **DB JOINERY will provide shop drawings only as specified in the proposal.**
- **Details and specifications and the inclusion of those details and specifications in the proposal document contracting DB JOINERY to perform the manufacturing of the product specified must be accepted by DB JOINERY.**
- **Changes in detail or specifications of a project after acceptance by DB JOINERY will render the completion date for that project null and void.**
- **Work not specified in the proposal is not included.**
- **A guaranteed completion date may include specific contingencies for extra overtime costs and extra cost for arranging for alternate sources of supply of materials not produced by DB JOINERY.**

## DELIVERY

All charges are included in the Estimated Delivery section of the DB JOINERY proposal unless otherwise specified. Delivery cost is ESTIMATED and subject to change for various reasons including, but not limited to, Schedule Acceleration or postponement, rerouting, segmentation into multiple deliveries or consolidation of segmented deliveries. Cancellation or postponement of scheduled deliveries must be received in writing by our office no less than five working days before delivery date to avoid additional delivery charges.

## STORAGE FEES

Products held by DB JOINERY over 15 days from notification of completion will incur storage and service charges payable with balance due.

## CLAIMS

Claims for shortages, errors or damages on units delivered by common carrier. The common carrier is responsible for the unit commencing at the time the unit is accepted by the common carrier for shipment. DB JOINERY guarantees that all units are in good condition when they leave the shop. All shipments are insured for the valuation amount shown on the delivery notes.

Claims for shortages, errors, or damages on unit delivered by DB JOINERY'S truck must be noted on the invoice at the time of delivery. To make a claim on unit's deliver by DB JOINERY trucks, contact the contractor who installed the unit or DB JOINERY within five days after delivery.

DB JOINERY reserves the tight to inspect in the field, any unit claimed as defective.

## COLLECTION PROCEDURES

DB JOINERY reserves the right to require that any or all payments be made by certified check. Should any amount require collection services the customer agrees to pay for any and all attorney fees, collection fees and court costs. The customer agrees to pay a finance charge of 1 –14 % per month (15% annually) on the outstanding balance beginning 30 days from the statement date of any account. The customer and receipt of payment will provide lien Waivers only upon request by DB JOINERY.

Payment schedule is specified in the proposal document only. Payments are not contingent upon performance by third parties unless specifically stated.