ROYAL CONCRETE

Terms and Conditions

1. Definitions

    1.1. “Agreement”: These Terms and Conditions, the quotation, and any annexures.

    1.2. “Client/Contractor”: The person/company to whom the quotation is addressed, as indicated in the “Attention” field, and who signs this agreement.

    1.3. “PR Engineer”: A Professional Registered Engineer appointed by the Client/Contractor to oversee the project.

    1.4. “Royal Concrete”: ZMY Concrete Products CC T/A Royal Concrete, registration number: 2008/248435/23.

    1.5. “Goods”: Concrete, polystyrene, reinforcement materials, and related products supplied by Royal Concrete.

    1.6. “Force Majeure”: Events beyond Royal Concrete’s control, including strikes, pandemics, power outages, or material shortages.

    1.7. “SABS-approved”: Materials compliant with South African Bureau of Standards.

2. Scope of Supply & Exclusions

    2.1. Excluded Services:

        2.1.1. Installation, concrete placement, steel reinforcement for beams/balconies, and formwork are expressly excluded and remain the Client/Contractor’s responsibility.

        2.1.2. Any reinforcement, structural adjustments, or design changes requested post-quotation by the PR Engineer are excluded.

    2.2. Third-Party Liability: Royal Concrete bears no liability for work performed by the Client/Contractor, builders, sub-contractors, or other suppliers.

3. Payment Terms

3.1. Deposit:

3.1.1. A 50% non-refundable deposit payable immediately upon acceptance of the quotation.

3.2. Final Payment:

3.2.1. The remaining 50% balance shall be due 48 hours prior to delivery.

3.2.2. Failure to pay voids delivery obligations.

3.3. Quotations less than R30,000 shall be payable upfront in full.

3.4. Title Retention:

3.4.1. Ownership of Goods transfers to the Client/Contractor only upon full payment.

4. Delivery & Risk

4.1. Delivery Period:

4.1.1. Goods delivered within 10 business days of cleared deposit, subject to stock availability and Force Majeure.

4.1.2. Delays caused by the Client/Contractor incur storage fees of R500/day.

4.2. Risk Transfer:

4.2.1. Risk of loss/damage passes to the Client/Contractor upon delivery;

4.2.2. Royal concrete shall bear no liability for any damages which result from the goods having been placed in or around the property at the client/contractor’s instruction.

4.2.3. Royal Concrete shall bear no liability for damages which occur to the property belonging to the client, wherein the client/contractor had instructed the delivery driver to transport the goods within the confines of the property.

4.3. Rejection of Goods:

4.3.1. Client/Contractor must inspect Goods on delivery. No claims accepted after 24 hours.

5. Quotation Validity & Adjustments

5.1. Validity:

5.1.1. Quotations lapse after 30 days.

5.2. Price adjustments apply for:

5.2.1. Changes in material costs, currency fluctuations, or regulatory levies.

5.2.2. Design/specification amendments post-quotation.

5.3. Variations:

5.3.1. Royal Concrete reserves the right to revise pricing if site inspections reveal discrepancies in measurements, design, or Client/Contractor-provided data.

6. Intellectual Property & Drawings

6.1. Ownership:

6.1.1. All slab drawings, load tables, and designs (“Drawings”) remain Royal Concrete’s exclusive property.

6.2. Restrictions:

6.2.1. Drawings may not be shared, copied, or used by third-party suppliers.

6.2.2. Unauthorised use voids all warranties and constitutes breach.

6.2.3. Reverse engineering of Drawings is prohibited.

6.3. Alterations:

6.3.1. Modifications to Drawings without Royal Concrete’s written approval render them null and void.

6.3.2. Client/Contractor indemnifies Royal Concrete against costs/liabilities arising from unauthorised changes.

7. Materials & Quality Assurance

7.1. Material Compliance:

7.1.1. Goods comply with SABS standards unless otherwise stated.

7.1.2. Client/Contractor must verify material suitability with the PR Engineer.

7.2. Non-Refundable Materials:

7.2.1. Surplus materials (e.g., concrete, polystyrene) supplied by Royal Concrete remain its property and are non-refundable.

7.3. Concrete Mixing:

7.3.1. Royal Concrete disclaims liability for defects arising from on-site hand-mixed concrete.

7.3.2. Client/Contractor must use ready-mix concrete from a supplier endorsed on the slab drawing notes.

8. Inspections & Propping

8.1. Mandatory Inspections:

8.1.1. Client/Contractor must notify Royal Concrete or the PR Engineer in writing for pre-casting inspections.

8.1.2. Failure to request inspections voids all warranties and liability.

8.2. Propping Requirements:

8.2.1. Every lintel must be propped 6 concrete blocks (1.2 meters) apart using steel props and 38mm shutter boards.

8.2.2. Use of gum poles or non-compliant propping voids warranties.

9. Client/Contractor Obligations

9.1. The Client/Contractor warrants and undertakes to:

9.1.1. Appoint a PR Engineer and/or Architect:

9.1.1.1. To oversee the project, review Drawings, conduct final inspections, and issue certifications.

9.1.2. Compliance:

9.1.2.1. Use only SABS-approved materials verified by the PR Engineer.

9.1.2.2. Ensure contractors are registered with the NHBRC/NCR and hold valid certifications.

9.2. Plan Approvals:

9.2.1. Submit building plans to council and obtain approval. Royal Concrete assumes no liability for illegal construction.

9.3. Indemnity:

9.3.1. Indemnify Royal Concrete against claims arising from the Client/Contractor's negligence, third-party acts, or non-compliance with these terms.

10. Liability Limitations

10.1. Exclusions: Royal Concrete is not liable for:

10.1.1. Defects in foundations, brickwork, columns, staircases, beams, or in-situ concrete not designed by Royal Concrete.

10.1.2. Consequential, indirect, or punitive damages (e.g., delays, lost profits).

10.1.3. Material deficiencies from third-party suppliers or on-site mixing.

10.2. Cap on Liability: Royal Concrete's maximum liability is limited to the invoice value of the Goods.

11. Multi-Supplier Projects

11.1. Rib-and-Block Slabs:

11.1.1. If Royal Concrete supplies slabs above another supplier's work, the PR Engineer assumes full responsibility for structural integrity.

11.1.2. Subsequent suppliers must review Royal Concrete's Drawings with their PR Engineer.

11.2. Compatibility: Client/Contractor must ensure compatibility of materials/systems from multiple suppliers.

12. Polystyrene Supply

12.1. Non-Structural Use: Supplied polystyrene is non-structural and of standard density as quoted.

12.2. PR Engineer Confirmation: Client/Contractor's PR Engineer must confirm suitability for the project.

13. Dispute Resolution & Governing Law

13.1. Mediation: Disputes must be referred to mediation in [City, South Africa] before litigation.

13.2. Jurisdiction: Governed by South African law. Parties submit to the jurisdiction of the [High Court Division].

13.3. Legal Costs: The unsuccessful party bears all legal costs on an attorney-client scale.

14. General

14.1. Entire Agreement: Supersedes all prior agreements. Amendments require written consent.

14.2. Force Majeure: Royal Concrete is not liable for delays/cancellations due to Force Majeure.

14.3. Severability: If any clause is invalid, the remainder remains enforceable.

14.4. Survival: Clauses on liability, indemnity, and intellectual property survive termination.

15. Architectural Drawings and Engineer Certification

15.1. If the Client does not provide an architect's drawing, Royal Concrete's scope of work will be strictly limited to the supply of rib and block materials and, where applicable, the provision of a slab drawing.

15.2. Client Responsibilities:

15.2.1. The Client must appoint a Professional Registered (PR) Engineer and an Architect to oversee and certify the structural integrity of the project.

15.2.2. The Client's appointed PR Engineer is solely responsible for:

15.2.2.1. Reviewing the slab drawing provided by Royal Concrete.

15.2.2.2. Inspecting the installation of materials on-site.

15.2.2.3. Issuing the final certification of compliance with engineering and regulatory requirements.

15.3. Royal Concrete's Limitation of Liability:

15.3.1. Royal Concrete does not assume any responsibility for the structural soundness, design approval, or compliance with building regulations.

15.3.2. Any defects or failures due to lack of PR Engineer oversight, improper installation, or inadequate architectural planning will be the sole responsibility of the Client.

15.4. By proceeding with Royal Concrete's materials or drawings without an appointed PR Engineer, the Client acknowledges and accepts full liability for any resulting defects, damages, or non-compliance.

16. ACCEPTANCE

16.1. By signing, the Client/Contractor acknowledges the following:

16.1.1. They have a full understanding of these terms.

16.1.2. That Royal Concrete's liability is strictly limited as set out herein.

16.1.3. They have a responsibility to appoint a PR Engineer and comply with all laws and regulations.

Client Name: _____

Signature: _____

Date: _____

Royal Concrete

Representative Name: _____

Signature: _____

Date: _____