

Standard Terms and Conditions of Business

Dated: 2025-11-26

1. Definitions

In these Terms and Conditions, unless otherwise stated:

- 1.1. **"Company"** means IRC Projects (Pty) Limited, Reg. No. 2017/023597/07.
- 1.2. **"Customer"** means the purchaser, client, or recipient of Goods and/or services.
- 1.3. **"Goods"** means any items supplied or manufactured by the Company.
- 1.4. **"Services"** means any installation, fabrication, or other work performed by the Company.
- 1.5. **"Quotation"** means a non-binding offer to supply Goods/services under specific terms.
- 1.6. **"PO" or "Purchase Order"** means a written request from the Customer to supply Goods or services.
- 1.7. **"Contract"** means the legally binding agreement formed upon acceptance of a quotation, PO, or written order confirmation.
- 1.8. **"E&OE"** means "Errors and Omissions Excepted".
- 1.9. **"Business Day" or "Working Day"** means any day other than a Saturday, Sunday, or South African public holiday, and excludes the Company's annual shutdown period from mid-December to the early January, during which no production, dispatch, or administrative processing occurs.

2. Quotations

- 2.1. All quotations are valid for 14 calendar days from the date of issue unless otherwise stated.
- 2.2. Prices exclude VAT, delivery, installation, and other applicable charges unless expressly included.
- 2.3. Lead times are estimates only and subject to material availability, supplier schedules, and production capacity.
- 2.4. The Company reserves the right to withdraw or revise a quotation before written acceptance by all parties to the transaction.
- 2.5. Acceptance of a quotation constitutes a binding contract subject to these Terms and Conditions.

3. Orders and Variations

- 3.1. All orders must be issued in writing and reference the relevant quotation number (if applicable).
- 3.2. The Company reserves the right to accept or decline any order.
- 3.3. Orders are deemed accepted upon written confirmation by the Company.
- 3.4. Any variation, amendment, or cancellation by the Customer after acceptance requires prior written consent from the Company and may incur cancellation or administration fees.
- 3.5. Any change in the Customer's requirements, design specifications, quantities, or scope of work after order confirmation shall constitute a variation. Such variations may:
- 3.6. Alter delivery or production timelines;

- 3.6.1. Affect scheduling of other projects, potentially delaying subsequent deliveries;
- 3.6.2. Result in additional costs for design revisions, re-work, material procurement, labour, transport, or overtime; and
- 3.6.3. Require issuance of a revised quotation or order confirmation reflecting the new terms and may result in an automatic suspension of production until written acceptance of such revised terms is confirmed by the Customer.
- 3.7. The Company shall not be held liable for any project delays, penalties, or consequential losses.

4. Pricing and Payment Terms

- 4.1. All prices are stated in South African Rand (ZAR) unless otherwise agreed.
- 4.2. Unless otherwise specified, payment terms are:
 - 4.2.1. 50% deposit upon acceptance of quotation;
 - 4.2.2. Balance on delivery, installation, or as otherwise agreed in writing.
- 4.3. Invoices are payable within 30 days of invoice date unless otherwise stated. Note individual arrangements.
- 4.4. Interest at 2% per month may be charged on overdue unpaid amounts.
- 4.5. Ownership of Goods remains vested in the Company until full payment is received.
- 4.6. The Customer may not withhold or set off payment against any claim or dispute.

5. Delivery and Risk

- 5.1. Delivery terms follow the Incoterms® 2020 rules where applicable.
- 5.2. Delivery dates are estimates and not guaranteed. The Company shall not be liable for delays caused by factors beyond its reasonable control.
- 5.3. Risk in the Goods passes to the Customer upon delivery or collection, whichever occurs first.
- 5.4. The Customer must visually inspect Goods upon delivery or collection for obvious damage or shortages and record any visible issues on the delivery note. A more detailed inspection must be completed within 48 hours, and any discrepancies, damage or defects must be reported in writing within that period.
- 5.5. The Customer's signature on the delivery note acknowledges physical receipt only and shall not constitute final acceptance of the Goods, which occurs only after the 48-hour inspection period.
- 5.6. Placement and installation of supplied Goods are not included in the quoted price or delivery scope unless expressly agreed in writing. Where such services are requested and accepted, they will be subject to separate pricing, scheduling, and risk provisions.
- 5.7. Delays in site readiness, access, approvals, or enabling works required from the Customer shall not shift risk back to Company or negate any charges incurred.

6. Returns and Credits

- 6.1. No Goods may be returned without the prior written consent of the Company.

- 6.2. Goods correctly supplied, conforming to the Customer's order, and free from defect shall not be returnable under any circumstances.
- 6.3. The Company is under no obligation to accept the return of correctly supplied Goods, whether due to changes in the Customer's project scope, specification, or internal scheduling.
- 6.4. If the Company, at its discretion, agrees to accept the return of Goods, such acceptance shall be subject to:
 - 6.4.1. Written authorisation by the Company;
 - 6.4.2. Return of the Goods in original condition; and
 - 6.4.3. Payment by the Customer of a handling fee as determined by the Company.
- 6.5. Where a return is authorised, the Customer shall bear all costs of transport, handling, and associated risks until the Goods are received and inspected by the Company.
- 6.6. The Company reserves the right to reject any returned Goods that have been damaged or altered in any way.

7. Warranty and Liability

- 7.1. The Company warrants that all Goods are free from defects in materials and workmanship under intended use.
- 7.2. Any implied warranty excludes defects caused by misuse, improper installation, neglect, alteration, or accident.
- 7.3. Warranty claims must be submitted in writing within 3 months of delivery unless otherwise expressly stated.
- 7.4. The Company's total liability shall not exceed the value of the Goods supplied under the relevant contract.
- 7.5. The Company shall not be liable for indirect, consequential, or special damages, including loss of profit, production, or contracts.

8. Cancellation and Termination

- 8.1. The Company may cancel or suspend an order if:
 - 8.1.1. The Customer breaches any term of the agreement; or
 - 8.1.2. The Customer becomes insolvent or fails to make due payment.
- 8.2. In the event of cancellation by the Customer, any deposit paid may be forfeited, and the Company may claim for costs incurred up to the date of cancellation.

9. Fraud Alert

- 9.1. The Company will never change its banking details via email. If you receive such a notice, verify the information telephonically using known contact details. The Company cannot be held liable for losses resulting from phishing or fraudulent communications.



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10. Force Majeure

- 10.1. The Company shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, industrial action, power failures, or supplier disruptions.

11. Confidentiality

- 11.1. All quotations, drawings, designs, and technical data remain the property of the Company and may not be disclosed to third parties without written consent.

12. Disputes and Governing Law

- 12.1. Any dispute arising under these Terms shall be raised in writing within 7 days of the disputed event.
- 12.2. These Terms are governed by and construed in accordance with the laws of the Republic of South Africa.
- 12.3. The parties submit to the exclusive jurisdiction of the appropriate courts of South Africa.

13. Consumer Protection Act (CPA) Compliance

- 13.1. The Company endeavours to ensure all terms are fair, transparent, and accessible, in accordance with the Consumer Protection Act, 2008. Customers are encouraged to familiarise themselves with their rights under the CPA.

14. General

- 14.1. These Terms constitute the entire agreement between the parties and supersede all prior communications.
- 14.2. No variation shall be valid unless in writing and signed by both parties.
- 14.3. If any clause is found invalid or unenforceable, the remainder shall continue in full force.
- 14.4. Headings are for convenience only and do not affect interpretation.