

## **CLEAREDGE PROJECTS (PTY) LTD TERMS & CONDITIONS**

### **INTRODUCTION**

At Clearedge, we believe that successful projects are built on clear communication and realistic expectations.

These Terms & Conditions are intended to clearly define the responsibilities of both Clearedge and the Client, how projects are managed, and what is included in our scope of supply.

Our goal is not to create unnecessary legal complexity, but rather to ensure that projects run smoothly, fairly, and with a clear understanding of each party's responsibilities.

Should anything be unclear, we encourage Clients to discuss it with us before placing an order.

### **1 PRICES**

1.1 Unless otherwise stated, all prices are exclusive of VAT.

1.2 Quotations for projects within South Africa are issued in South African Rand (ZAR).

1.3 Quotations for projects outside South Africa are issued in United States Dollars (USD).

1.4 Unless specifically included as a line item, all prices are Ex Works from Clearedge's manufacturing facility in Durban, KwaZulu-Natal.

1.5 Any increase in the cost of imported equipment, freight, duties, taxes, exchange rates, or other factors beyond Clearedge's control after the date of quotation may require a revision to the quoted price.

### **2. VALIDITY OF QUOTATIONS**

2.1 Quotations remain valid for 30 days from the date of issue unless otherwise stated.

2.2 Quotations older than 30 days must be confirmed with Clearedge before an order is placed.

### **3. PAYMENT TERMS**

3.1 Unless otherwise stated in the quotation, payment terms are:

- 70% Deposit
- 25% Upon Delivery
- 5% Upon Commissioning

3.2 A deposit of 70% is required before manufacturing, procurement, design work, or mobilisation can commence.

3.3 Where Clearedge is responsible for installation:

- 75% is payable upon delivery of equipment to site
- 10% is payable upon completion of installation and commissioning



3.4 Where the Client is responsible for collection, transport, shipping, or installation:

- The remaining balance is payable before collection of the equipment.

3.5 Our business is designing, manufacturing and installing water and wastewater treatment systems. We are not a financing institution and therefore rely on payments being made according to the agreed payment schedule.

3.6 Payment is due irrespective of when the Client receives payment from its own customer, contractor, employer, or any other third party.

3.7 Delays in payment by a third party do not entitle the Client to delay payment to Clearedge.

3.8 Unless otherwise agreed in writing, all payments are strictly due in accordance with the payment terms stated in the quotation or invoice.

3.9 Clearedge reserves the right to suspend manufacturing, installation, commissioning, servicing, technical support, or warranty work should accounts fall into arrears.

#### **4. DELIVERY, OWNERSHIP AND RISK**

4.1 All goods supplied remain the property of Clearedge until paid for in full.

4.2 Risk of loss, theft, damage, or destruction passes to the Client upon delivery, collection, or unloading on site.

4.3 If the Client fails to accept delivery when delivery is offered, risk passes to the Client from that date.

4.4 The Client must inspect all goods upon delivery and notify Clearedge of any shortages, damage, or discrepancies within seven days.

4.5 Failure to notify Clearedge within seven days will constitute acceptance of the goods.

#### **5. CLIENT RESPONSIBILITIES**

5.1 The Client is responsible for providing:

- Safe access to the site
- A safe working environment.
- Suitable security for equipment and personnel
- Electrical power supply as specified
- Water supply where required
- Civil works unless specifically included
- Excavation and backfilling unless specifically included
- Suitable operators for the system
- Approved chemicals required for operation
- Environmental permits and approvals where required
- Adequate cellular or internet coverage where remote monitoring is required

5.2 The Client shall provide Clearedge with all applicable site standards, engineering specifications, electrical standards, health and safety requirements, quality requirements, permit requirements, and documentation requirements before commencement of the project.



5.3 The Client shall protect the treatment plant from chemicals, fuels, solvents, oils, fats, grease, stormwater ingress, or any substance not considered during the design process and which may negatively affect the performance of the system.

5.4 The Client shall ensure that all information provided to Clearedge relating to flows, water quality, wastewater characteristics, site conditions, and operating requirements is accurate.

## **6. INSTALLATION AND SITE REQUIREMENTS**

6.1 The Client shall provide a safe and secure working site.

6.2 The Client shall provide Clearedge with all site-specific requirements, standards, specifications, procedures, drawings, quality requirements, health and safety requirements, environmental requirements, electrical standards, documentation requirements, permit requirements, and any other project-specific requirements before work commences.

6.3 Unless such requirements are provided to Clearedge in writing prior to commencement of work, Clearedge shall be entitled to perform the work in accordance with its standard installation practices, standard materials, standard workmanship, and applicable South African regulations and industry practices.

6.4 Clearedge shall not be responsible for additional costs, delays, modifications, rework, replacement of materials, or changes required as a result of site-specific standards, specifications, or requirements that were not disclosed prior to commencement of the work.

6.5 Should additional requirements be introduced after work has commenced, such requirements shall be treated as a variation to the original scope and may result in additional costs and extensions to the project schedule.

6.6 Where the Client requires compliance with a particular standard, specification, approved vendor list, installation methodology, documentation system, quality management system, health and safety system, or engineering standard, it remains the Client's responsibility to provide such requirements to Clearedge before work commences.

6.7 Clearedge allows up to four hours for site induction and safety orientation.

6.8 Extended inductions, medical examinations, specialist training, permit applications, or client-specific compliance requirements may be charged separately.

6.9 Power and water must be available on site before installation commences.

6.10 If site conditions prevent work from proceeding efficiently, Clearedge reserves the right to charge standing time and associated costs.

6.11 A standing time rate of R6 250 per day applies where delays occur due to circumstances beyond Clearedge's control.

### **Examples include:**

- Site not ready
- Power not available



- Water not available
- Restricted access
- Incomplete civil works
- Client delays
- Permit delays

## **7. EXCLUSIONS**

Unless specifically stated otherwise in the quotation, any item listed below is excluded from Clearedge's scope of supply and may be quoted separately if required.

- Pipe reticulation to and from the plant
- Electrical reticulation beyond the plant isolator
- Detailed engineering drawings and P&IDs
- Structural engineering
- Architectural drawings
- Environmental approvals
- Operator labour
- Operational chemicals
- Accommodation and travel beyond allowances included in the quotation
- Fat traps unless specifically included

## **8. VARIATIONS AND ADDITIONAL WORK**

8.1 Any work requested by the Client that falls outside the original quotation shall be treated as a variation.

8.2 Variations may include:

- Additional pipework
- Additional electrical work
- Additional excavation
- Changes to equipment
- Changes to process requirements
- Additional site visits
- Additional training
- Changes to project scope

8.3 Variations will be quoted separately and must be approved before work proceeds.

8.4 Clearedge reserves the right to suspend variation work until written approval has been received.

## **9. DESIGN BASIS AND ASSUMPTIONS**

9.1 Clearedge's quotations, designs, equipment selection, and performance guarantees are based on the information available at the time of quotation.

9.2 Water treatment systems are designed using information relating to raw water quality, required treated water quality, flow rates, and operating conditions.

9.3 Wastewater treatment systems are designed using information relating to flow rates, COD, BOD, FOG, ammonia, and other relevant parameters.

9.4 Clearedge relies on the information supplied by the Client and/or laboratory analyses available at the time of design.



9.5 If actual water quality, wastewater strength, flows, or operating conditions differ materially from the information used for design, additional equipment, modifications, chemicals, or operational costs may be required.

9.6 Such costs shall be for the Client's account.

## **10. PROCESS PERFORMANCE**

10.1 Clearedge designs systems to achieve the treatment objectives stated in the quotation.

10.2 Process performance guarantees apply only where:

- The system is operated according to the O&M Manual
- The design flow rate is not exceeded
- Influent characteristics remain within design limits
- Approved chemicals are used
- Routine maintenance is performed
- Equipment is operated correctly

10.3 Clearedge cannot guarantee performance where operating conditions differ from the original design assumptions.

10.4 Environmental compliance remains dependent upon correct operation, maintenance, monitoring, and adherence to design limits.

10.5 Compliance with discharge or drinking water standards can only be assessed using recognised sampling methods, appropriate testing protocols, and representative laboratory results.

10.6 A single sample result may not necessarily be representative of overall system performance.

## **11. ELECTRICAL SUPPLY AND CONTROL SYSTEMS**

11.1 Unless specifically stated otherwise, surge protection and lightning protection are not included in Clearedge's standard scope of supply.

11.2 The Client is responsible for ensuring that the electrical supply complies with applicable standards and is suitable for the equipment supplied.

11.3 Clearedge shall not be responsible for damage or operational issues caused by:

- Power surges
- Lightning strikes
- Phase failure
- Phase reversal
- Voltage fluctuations
- Poor generator performance
- Inadequate earthing
- Electrical work performed by others

## **12. COMMISSIONING AND HANDOVER**

12.1 Commissioning is the process of testing equipment, verifying operation, and demonstrating the correct functioning of the system.



12.2 The Client shall ensure that all services required for commissioning are available prior to the agreed commissioning date.

12.3 Commissioning shall be considered complete when:

- The system has been demonstrated to operate according to its design intent; or
- The Client begins using the system; or
- Seven days have passed since commissioning was completed and no written notice of a material defect has been received.

Whichever occurs first.

12.4 Once commissioning has been completed, responsibility for the day-to-day operation of the system passes to the Client.

12.5 Operator training is intended to familiarise personnel with the operation of the system.

12.6 Responsibility for the ongoing operation of the system remains with the Client.

### **13. EXISTING EQUIPMENT AND THIRD-PARTY INSTALLATIONS**

13.1 Where Clearedge works on, modifies, retrieves, repairs, or connects to equipment that was not originally supplied or installed by Clearedge, the condition of such equipment remains outside Clearedge's control.

13.2 Clearedge will exercise reasonable care when working on existing equipment but cannot accept responsibility for failures resulting from age, wear, corrosion, deterioration, improper installation, or pre-existing defects.

#### **Borehole Pump Retrieval**

13.3 Clearedge will exercise reasonable care when retrieving borehole pumps. However, borehole installations are often subject to corrosion, wear, and deterioration that may not be visible from the surface.

13.4 The Client acknowledges that there is always a risk of the supporting rope, cable, rising main, fittings, or associated components failing during retrieval.

13.5 Should a failure occur during retrieval, Clearedge shall not be responsible for the costs associated with recovering the pump, replacing damaged components, or repairing the borehole installation unless the damage is caused by gross negligence on the part of Clearedge.

13.6 Where Clearedge installs a borehole pump, a stainless-steel support cable will be supplied as standard unless otherwise agreed.

13.7 Clearedge recommends that borehole pumps be retrieved and serviced annually, including inspection of the power cable, support cable, rope, fittings, and associated equipment.



## **14. WARRANTY**

14.1 Equipment supplied by Clearedge is covered by the manufacturer's warranty where applicable.

14.2 Unless otherwise stated, pumps carry a one-year manufacturer's warranty.

14.3 Manufacturer warranties do not cover damage caused by:

- Dry running
- Blockages
- Overloading
- Power surges
- Lightning strikes
- Incorrect installation by others
- Incorrect operation
- Poor maintenance
- Normal wear and tear

14.4 Clearedge stands behind the treatment process for the operational life of the system, provided the system continues to be operated, maintained, and loaded within the original design parameters.

14.5 The Process Warranty remains valid only if:

- The system is operated in accordance with the O&M Manual
- Design flows are not exceeded
- Influent characteristics remain within the design basis
- Required chemicals are used
- Routine maintenance is performed
- Maintenance records are kept
- Clearedge is informed promptly of operational issues

14.6 Clearedge provides a limited two-year workmanship warranty on equipment manufactured and installed by Clearedge.

14.7 The warranty does not cover:

- Damage caused by misuse
- Damage caused by third parties
- Unauthorised modifications
- Vandalism
- Theft
- Flooding
- Fire
- Lightning
- Power quality issues
- Acts of nature

## **15. WARRANTY CLAIMS**

15.1 Warranty claims must be submitted in writing.

15.2 Where a treatment performance issue is alleged, the Client shall provide:



- A laboratory analysis of the treated water or effluent.
- A laboratory analysis of the incoming water or wastewater from the same period.
- Relevant flow meter readings where available.
- Maintenance records.
- Details of any operational changes.

15.3 Clearedge will review the information and respond within a reasonable period.

15.4 If the issue is found to be the result of a design or workmanship defect, Clearedge will remedy the issue at its own cost.

15.5 If the issue is caused by factors outside Clearedge's control, Clearedge will provide recommendations and, where requested, a quotation for remedial work.

## **16. LIMITATION OF LIABILITY**

16.1 Clearedge shall exercise reasonable skill, care, and diligence in the design, manufacture, installation, and servicing of its systems.

16.2 Clearedge's total liability arising from any claim relating to goods or services supplied shall be limited to the value of the relevant contract or quotation.

16.3 Clearedge shall not be liable for indirect or consequential losses including:

- Loss of profit
- Loss of production
- Business interruption
- Loss of revenue
- Environmental penalties
- Third-party claims
- Reputational damage

16.4 The Client acknowledges that the performance of treatment systems depends on many factors beyond Clearedge's control, including influent quality, operation, maintenance, utilities, and site conditions.

## **17. FORCE MAJEURE**

17.1 Neither party shall be liable for delays or failure to perform obligations caused by events beyond their reasonable control.

17.2 Such events may include:

- Flooding
- Fire
- Severe weather
- War
- Civil unrest
- Industrial action
- Pandemics
- Government restrictions
- Port delays
- Transport disruptions
- Material shortages
- Utility failures



17.3 In such circumstances, project schedules may be adjusted accordingly.

## **18. INTELLECTUAL PROPERTY**

18.1 All designs, calculations, drawings, specifications, process designs, manuals, technical information, software configurations, and intellectual property developed by Clearedge remain the property of Clearedge unless otherwise agreed in writing.

18.2 Such information may not be copied, reproduced, distributed, or used by third parties without written permission from Clearedge.

## **19. PRIVACY AND PROTECTION OF INFORMATION**

19.1 Information provided to Clearedge will be used only for legitimate business purposes relating to enquiries, quotations, projects, maintenance, and support.

19.2 Clearedge will not knowingly share personal information with third parties without consent unless required by law.

19.3 Clearedge will take reasonable steps to protect information entrusted to it.

## **20. DISPUTE RESOLUTION**

20.1 If a dispute arises, both parties agree to first attempt to resolve the matter through direct discussion and negotiation.

20.2 If the dispute cannot be resolved, the parties may agree to mediation before pursuing legal action.

20.3 These Terms & Conditions shall be governed by the laws of the Republic of South Africa.

## **21. BANKING DETAILS**

**Bank:** Investec Bank Limited

**Account Name:** Clearedge Projects (Pty) Ltd

**Account Number:** 10012605811

**Branch Code:** 580105

**Account Type:** Current Account

21.1 Electronic communications can be intercepted or altered by third parties. Clients are encouraged to verify banking details telephonically before making payment.

21.2 Clearedge shall not be responsible for losses arising from payments made to fraudulent bank accounts where banking details have not been verified.

21.3 Please use the relevant quotation or invoice number as the payment reference.

## **END OF TERMS & CONDITIONS**