

# MCA Ltd. Legal Terms

**Note - please check with your local building office for any products you wish to have installed, we do not provide the permit process - for permit application please retain a local contractor and advise MCA.**

## **Terms and Conditions**

These Conditions of Sale form part of a contract between you (the "Customer") and us ("Mr. Cover All Ltd."). These terms and conditions are to prevail unless specifically altered in writing between the Customer and Mr. Cover All Ltd. The contract between the Customer and Mr. Cover All Ltd. is formed by these Conditions of Sale, the Quotation and any other written matter signed and accepted at the time of signing of the Quotation (the "Contract"). Any reasonable unforeseen costs incurred are at client's expense.

**A quotation is valid for 10 days, quotations are MCA's best guess, reasonable unforeseen costs can be added to client's final invoice.**

**Standard payment terms are as follows:**

**Service & Documentation fee on all payments is 2.4% Cash, Cheque and Cash Transfer payments excluded from Service & Documentation fee.**

## **The Company's Quotation**

Any Quotation submitted by the Company is based on the Customer's enquiry documents, any qualifications thereto by the Company, the Company's product and service specifications and the Company's Conditions of Sale. It is the Customer's responsibility to check, that the Company has in its Quotation interpreted the Customer's enquiry correctly.

## **Availability of Labour And Goods**

Any quotation by the Company is subject to goods and/or labour being available at the time the work is required to be executed. The Company cannot be held liable for any shortages and delays in delivery through happenings beyond its control, e.g. Manufacturer's late deliveries, strikes, war, loss, damage, transport delays, etc.

## **Installation**

Installation dates provided by Mr. Cover All Ltd. are given in good faith but without obligation. Mr. Cover All Ltd. will endeavor to meet installation dates but will not be liable for any loss or damage or other prejudice suffered by the customer, howsoever arising, as a result in any delay in installation. Whenever Mr. Cover All Ltd. is instructed to handle, move, reinstall, or modify a Customer's own product, it accepts no responsibility whatsoever for breakage or damage while working on these materials. This work is done entirely at the Customer's own risk and Mr. Cover All Ltd. expressly excludes all liabilities for replacing any damaged materials which the Customer accepts.

## **Unimpeded Working Time and Notice to Commence**

The Company typically requires one to two weeks' notice from the Customer to commence work on site. Unless otherwise stated, any Quotation by the Company is given on the understanding that the work can be completed in one continuous operation and any additional stages may be at extra cost to the Customer.

## **General Product Specification**

No guarantee is given that any of the product is visually perfect.

## **Warranty (Available online)**

Warranty does not include coverage for damage caused by unsuitable or incorrect use, alteration or repair, defective or negligent treatment, or natural wear and tear. Warranty replacement covers material only. Labour will be charged at current rates. Any claim arising from a defect in materials or workmanship must be made in writing to Mr. Cover All Ltd. within 14 days of the defect becoming apparent. Failure to report defects will result in added cost at the discretion of the Company.

Sincerely,

**Mr. Cover All Contracting Ltd.**

CLIENTS SIGNS: \_\_\_\_\_ DATE: \_\_\_\_\_