

TERMS AND CONDITIONS

1. **DETAILS**
The customer and where applicable the agent or employee of the customer hereby warrants that the details completed on the face hereof are true and correct in each and every respect.
2. **DISCOUNTS**
The price appearing on the invoice is strictly nett and not subject to any discounts unless otherwise agreed to in writing.
3. **PRICE**
 - (a) With the exclusion of C.O.D. Sales, the price appearing on the invoice shall be paid by the customer, without any deduction or set-off within 30 days of the date appearing on the face hereof.
 - (b) The customer, where he is insured, hereby acknowledges liability for payment of the sum owing appearing on the face hereof to the supplier on demand. Should the supplier deal directly with any insurance company, broker or any other party with regard to the sum aforesaid, such dealings shall not in any manner whatsoever constitute a waiver of the supplier's right to claim payment of the sum aforesaid from the customer as set out in 3(a) above. The customer hereby indemnifies the supplier against non receipt of payment from the insurance company, insurance broker or any other party for any cause however arising.
4. **DELIVERY**
The signature of the customer and/or employee or agent of the customer which appears on the face hereof will constitute conclusive evidence of the work done and material supplied in connection therewith having been completed to the customer's satisfaction.
5. **AVAILABILITY OF MATERIALS**
Notwithstanding any other provision herein to the contrary, the supplier's obligation to deliver the requested goods shall be subject to the availability to the supplier of any materials and supplies required in order that the requested work may be carried out.
6. **EXCLUSIONS**
 - (a) The supplier's liability to the customer or the customer's agent or employee for any damages sustained by the customer or the customer's agent or employee from any cause whatever, including and damage arising out of the supplier's breach of contract or negligence or that of its servants, agents or sub-contractors, shall be limited to the replacement of goods which at the date of delivery thereof are subject to a patent defect arising from defective materials or workmanship.
 - (b) The supplier shall in no circumstances whatsoever be liable for any loss indirect or consequential sustained by the parties mentioned in (a) above, whether or not caused by the negligence of the supplier, its agents or employees and shall not be liable for any loss or damage whatsoever, except as provided for in (a) above.
 - (c) Insofar as any of the supplier's obligations are carried out by any of its servants, agents, sub-contractors, associates or subsidiaries, the provisions of (a) and (b) are stipulated for their benefits as well as the supplier's and each of them shall be exempted accordingly.
 - (d) The customer shall not have any claim of any nature whatever against the supplier for any failure by the supplier to carry out any of its obligations hereunder as a result of causes beyond the supplier's control including but without being limited to a strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, riot, political or civil disturbances, the elements, any act of any state or government, any delay in securing any permit, consent or approval required by the supplier for the supply of goods under the contract, or any other authority or any cause whatever beyond the supplier's absolute and direct control.
 - (e) The supplier shall not be liable, in any circumstances whatsoever, in terms of the "PG Group Warranty" and the supplier's liability in general where the vehicle's bodywork or window aperture and/or window winder mechanisms are damaged by reason of accident, malicious damage, rust or any cause whatsoever which adversely affects the fitment of automotive glass.
7. **NO WAIVER**
No extension of time or any other relaxation granted to the supplier shall operate as or be deemed to be a waiver by the supplier of any of its rights hereunder or a novation of any of the terms and conditions hereunder.
8. **DOMICILLIUM**
The customer nominates his address as reflected on the face hereof as his domicilium citandi et executandi for service upon him of all notices and processes whether in connection with any claim for any sum due to the supplier or otherwise.
9. **NEGOTIABLE INSTRUMENTS**
Any promissory note, bill of exchange, or other negotiable instrument received by the supplier from the customer or the employee or agent of the customer shall not be in novation of the debt for which it is given and the supplier waives presentment, notice of dishonour and protest where applicable.
10. **OWNERSHIP AND SET-OFF**
Notwithstanding the delivery of any goods to the customer, ownership shall not pass until the supplier has received payment in full of all and any indebtedness of the customer to the supplier. In the event of the supplier or any holding or subsidiary or fellow subsidiary company of the supplier becoming indebted to the customer, the supplier may set-off such indebtedness against any monies which may be or become owing by the customer to the supplier.
11. **INTERPRETATION**
The headings in these conditions are for convenience only and are not to be taken into account for the purpose of interpretation hereof. Words importing any one gender include the other two genders and words in the singular include the plural.

THE PG GROUP WARRANTY

PG Group (Pty) Ltd (Reg. No. 1973/001729/07) in terms of its warranty (the full terms of which are available on request) covers any poor workmanship relating to the installation thereof for 12 (twelve) months from date of installation, as evidenced by a valid PGG invoice. The automotive glass products shall be replaced at any service center throughout the Republic of South Africa. LLumar films are warranted for a period of 3 (three) years from the date of installation when properly installed in accordance with the manufacturers instructions on suitable interior glass (automotive and plate glass) surface by a duly authorized and trained LLumar dealer. LLumar film products will maintain its properties with out crazing, cracking, peeling, blistering, bubbling delaminating from the glass.

Terms and Conditions on LLumar film brand products: Claims and indemnity

1. The Customer acknowledges that PG Glass shall not be liable under any circumstances for any incidental, special, consequential loss or punitive damages suffered by the customer which directly or indirectly arise *inter alia* (including but not limited to) cracking of glass (automotive/plate glass), loss or damage on any property left in or upon vehicle or house during the tinting process.
2. **Exclusions**
 - a) The Suppliers liability to the customer or customers' agent or employee from whatever cause, including and damage arising from the Supplier's gross negligence or that of its servants, agents or sub-contractor, shall be limited to the goods or products which at the date of delivery thereof are subject to a patent defect arising defective material or workmanship.
 - b) The Supplier shall in no circumstances whatsoever be liable for any loss indirect or consequential sustained by the customer mentioned in item 1 & 2 (a) above, whether or not caused by the negligence of the Supplier, agents or employees shall not be liable for any loss or damage whatsoever, except as provided for in a) above.
 - c) the customer shall not have any claim of any nature whatever against her supplier for any failure by the supplier to carry out any of its obligations hereunder as result of causes beyond the suppliers control including but without being limited to strike and lock-out, shortage of labour or materials, delays in transport accidents of any kind, riot, political or civil disturbances, the elements, any act of any states or government, any delay in securing any permit, consent or approval required by the supplier for the supply of goods under the contract, or any cause whatsoever beyond the supplier's absolute and direct control.

PG GLASS LIFETIME GUARANTEE

Shatterprufe Replacements: If you are dissatisfied with the workmanship of the replacement windscreen - we will repair/replace the Shatterprufe windscreen - FREE OF CHARGE!
Glassmedic Chip Repair: If you are dissatisfied with the workmanship of the Glassmedic Chip Repair, we will deduct the cost of the repair from the new Shatterprufe replacement windscreen.

1. The original invoice serves as the guarantee. For the guarantee to be valid, the vehicle owner must produce the original invoice corresponding to the work to be done.
2. Shatterprufe replacements guarantee covers: leaks, delamination, wind noise. This guarantee excludes: rust, UV damage and wear & tear.
3. Glassmedic Chip Repairs:(a) In the case of Glassmedic Chip Repairs, every effort is taken to ensure that a chip being repaired does not "run" during the process. This, however, does occur infrequently (+/-5%). PG Glass cannot be held responsible in this case. (b) If the customer is dissatisfied with the workmanship, a credit will be given towards the purchase of a new Shatterprufe windscreen. (c) If the original repair was covered by insurance credit will be given to the insurance company and the customer will be liable for the excess, in any.
4. Tampering with the windscreen in any manner will render the guarantee null and void.

IMPORTANT CUSTOMER INFORMATION

WINDSCREEN REPLACEMENTS - STANDING TIMES:

Your windscreen requires time to bond to the body of the car. Driving your vehicle too soon may result in: 1. wind noise, 2. water leaks, 3. impaired safety. We recommend that you vehicle not be moved for a period of: 1 hour for single airbag; 2 hours for double airbag; 30min for no airbag.

AIR BAGS - WINDSCREEN REPLACEMENT STANDING TIME:

To ensure safe drive way time after fitment we recommend that the vehicle stand for: 1 hour for single airbag; 2 hours for double airbags; 30 min for no air bags.
REASON: Driving your vehicle before the expiry of this waiting period will result in the safety of your vehicle being impaired as the deployment of the airbag will push the windscreen out rather than acting as a cushion to the occupants of the vehicle. Safety of our customers and quality of our workmanship are vitally important to PG GLASS. We apologise for any inconvenience caused.

WORKS ORDER (PG GLASS USE ONLY)		IF APPLICABLE																																										
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1. YOUR VEHICLE WILL BE INSPECTED FOR DAMAGE AND SAME WILL BE VERIFIED WITH THE CUSTOMER OR REPRESENTATIVE.
2. ALL VALUABLES HAVE BEEN REMOVED FROM THE MOTOR VEHICLE. (Including e-tag)
3. ALL WORKMANSHIP IS UNCONDITIONALLY GUARANTEED BY PG GLASS FOR 12 MONTHS.
4. VEHICLES MAY NOT BE RELEASED UNTIL FULL PAYMENT IS MADE OR PRIOR ARRANGEMENTS AGREED WITH MANAGER.
5. PRICE IS SUBJECT TO STRIPPING (E.G. BEADING, DOORGLASS, ELECTRIC MOTORS, CELLPHONE ANTENNA'S, ALARMS AND SATELLITE TRACKING DEVICES) AND ANY ANCILLARY EQUIPMENT FITTED.
6. PG GLASS WILL NOT BE LIABLE FOR ANY ADDITIONAL DAMAGE TO LOCKING MECHANISMS AND ELECTRONIC REGULATORS DAMAGED DUE TO BREAK-INS (RE-AUTHORISATION REQUIRED)
7. CUSTOMERS OWN GLASS IS FITTED AT CUSTOMERS OWN RISK.

SPECIAL INSTRUCTIONS: _____

CUSTOMER/DRIVER SIGNATURE _____

I ACKNOWLEDGE THE ABOVE TO BE TRUE AND CORRECT