

PRISM CONTAINERS (PTY) LTD

Enhanced Terms and Conditions of Sale and Service

Effective Date: 15 February 2026

1. Application of Terms

These Terms and Conditions govern all quotations, sales, manufacture, supply, and services provided by Prism Containers (Pty) Ltd ('Prism Containers'). Acceptance of a quotation, payment of a deposit, or signature on any project documentation constitutes acceptance of these Terms.

2. Consumer Protection Act (CPA) Compliance

In accordance with the Consumer Protection Act 68 of 2008 (CPA), Prism Containers undertakes to supply goods that are of good quality, in good working order, free of defects, and reasonably suitable for the intended purpose disclosed by the Client. Where the CPA applies, the Client is entitled to statutory warranties and protections. Nothing in these Terms limits any rights afforded to consumers under the CPA.

3. Quotations and Pricing

Quotations are valid for 14 days unless otherwise stated. Prices may vary due to material cost fluctuations, exchange rates, or specification changes. A quotation becomes binding only once accepted in writing and the required deposit has cleared.

4. Payment Terms

A non-refundable deposit (typically 50%) is required before production commences. Progress payments may apply. Final payment must be received prior to delivery or release. Interest may be charged on overdue amounts in line with the National Credit Act.

5. Manufacturing & Lead Times

Lead times are estimates and may be affected by supply chain disruption, force majeure, weather, regulatory delays, or supplier failure. Prism Containers shall not be liable for delays beyond reasonable control.

6. Delivery and Risk

Risk passes to the Client upon delivery to site or collection. The Client is responsible for ensuring adequate site access, crane placement, municipal approvals, and compliant foundations.

7. Construction Defect Liability

Prism Containers provides a 12-month structural defect warranty from date of delivery. Structural defects are defined as faults materially affecting the structural integrity of the container framework. Minor cosmetic issues, normal wear and tear, environmental corrosion, improper maintenance, misuse, third-party modifications, foundation failure, or natural disasters are excluded. The Client must notify Prism Containers in writing within 7 days of discovering any defect. Prism Containers reserves the right to inspect and remedy defects at its discretion. Liability is limited to repair or replacement of defective components only.

8. Indemnity

The Client indemnifies and holds harmless Prism Containers, its directors, employees, contractors, and agents against any claims, losses, damages, liabilities, penalties, or legal costs arising from: (a) improper site preparation; (b) misuse, modification, or unauthorised alteration of the structure; (c) failure to obtain regulatory approvals; (d) third-party claims arising after delivery; or (e) use of the structure for unlawful or unintended purposes. This indemnity survives termination of the contract.

9. Limitation of Liability

To the maximum extent permitted by law, Prism Containers shall not be liable for indirect, incidental, special, or consequential damages including loss of profit or business interruption. Total liability shall not exceed the total contract value paid.

10. Cancellation

Deposits are non-refundable once materials are ordered or manufacturing has commenced. Cancellation fees may apply based on progress achieved.

11. Compliance with Laws

The Client is responsible for ensuring zoning compliance, planning permission, and adherence to municipal regulations. Prism Containers does not guarantee planning approval.

12. Force Majeure

Prism Containers shall not be liable for failure or delay caused by events beyond reasonable control including natural disasters, strikes, pandemics, supplier failure, or governmental restrictions.

13. Dispute Resolution

Disputes shall first be resolved amicably. Failing resolution, disputes shall be governed by the laws of the Republic of South Africa and subject to the jurisdiction of the High Court of South Africa.

14. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

15. Contact

For legal enquiries contact: info@prismcontainers.co.za