

TERMS AND CONDITIONS OF BUSINESS

1. INTRODUCTION AND DEFINITIONS

Acceptance by....trading as Doors R Us (hereinafter called The Supplier) of instructions from a person or organisation (hereinafter called The Customer) to provide goods or services shall be deemed to form a Contract (hereinafter called The Contract) between The Customer and The Supplier. The Contract to be effective from the date of receipt by The Supplier of instructions to proceed (The Order). Instructions are normally received or confirmed in writing, but for the purposes of forming The Contract, may be given and/or accepted verbally.

The contract will be in accordance with the following Terms and Conditions of Business, excepting only such additions or variations as shall be specifically stated or accepted in writing by The Supplier, no verbal or retrospective or inferred additions or variations shall apply in any circumstances whatsoever, the acceptance of a purchase from a Client does not constitute of The Customer's Conditions of Purchase unless so confirmed in writing by The Supplier. Notwithstanding that any provision of the Contract where proven to be wholly or partially invalid or unenforceable, the provisions shall be valid and enforceable for any other purpose and the remaining provisions of The Contract shall continue in full force and effect.

2. TERMS AND CONDITIONS OF BUSINESS

2.1 Orders, Deposit and variations

- (a) Acceptance of The Order by The Supplier is subject to receipt of a deposit calculated 50% of the price of The Contract plus applicable taxes.
- (b) The effective date of The Order is the date of the day after the receipt of the deposit by The Supplier.
- (c) Variations from the original order are subject to acceptance in writing by The Supplier.
- (d) Products will be made or services provided strictly as specified by The Customer.
- (e) All orders for products must include the specific product dimensions required.
- (f) The consequence of any deficiency in specification or requirements is the responsibility of The Customer.

2.2 Prices and Order Related Information

- (a) All prices quoted exclude taxes (VAT) etc
- (b) Catalogue or other prices not quoted for a specific Contract are not binding on The Supplier.
- (c) Prices quoted for a specific Contact are firm for 30 days from date of quotation.
- (d) Prices are subject to change without prior notice.

2.3 Non standard product sizes

There is no surcharge for non standard product sizes.

2.4 Delivery arrangements

Delivery arrangements will be shown as a separate item on Quotations.

- (a) Routine Delivery
No charge is made for delivery in accordance with The Supplier's routine delivery schedule.
- (b) Special delivery
If special delivery arrangements are required by The Customer, the arrangements and any appropriate charge will be specified in advance.

2.5 Acceptance by The Customer

- (a) The signature of The Customer or his Representative on the Invoice or Delivery note or any other appropriate document shall constitute proof of receipt and acceptance of the goods and/or services as satisfactory.
- (b) If the Customer does not accept goods on delivery The Supplier will retain such goods and replace them. If The Customer does not accept services provided, appropriate actions will be taken forthwith as mutually agreed in the circumstances.
- (c) Any complaint by The Customer after receipt will be dealt with under Warranty.

2.6 Taxes (VAT etc)

Taxes chargeable will be added to prices, delivery and any other charges as appropriate.

2.7 Final Payment

- (a) The final payment (50%) is due on delivery of the goods or services.
- (b) If the final payment is not received on or before the time the goods are delivered, they will not be offloaded and The Customer will be charged for transporting the goods back to The Supplier's premises and return. The goods will not be returned until payment in full including the extra delivery charge is received by The Supplier.
- (c) If full payment has not been received by The Supplier by the 15th day following the date on which they were delivered, interest will be payable to The Supplier at 1% of the outstanding balance (including VAT) on the 15th day and 1% of the new balance (including interest) at 2 weekly intervals thereafter until the total due (including interest) is received by The Supplier.
- (d) The Customer shall also be responsible for reimbursing The Supplier for all costs incurred by The Supplier in collecting the Final Payment.

2.8 Payment Method and Currency

- (a) Payment shall be in South African Rand (ZAR)
- (b) Payments shall be in cash or bankers draft or by transfer into The Supplier's bank account. Payments not in cash must be supported by a transaction receipt.

2.9 Ownership of goods

Ownership of goods to which The Contract applies remains with The Supplier until The Supplier is in receipt of payment in full for The Contract. Part payments does not confer any rights of ownership on The Customer.

2.10 Special Quality Factors

There are unavoidable variations in appearance of materials within each general description which are outside the control of The Supplier. The Supplier will endeavour to keep the variations to a minimum but The Supplier will not be responsible to The Customer for any damages or loss arising from variations appearance. Appearance variations within the specified general description shall not be of the essence of The Contract. It is The Customers responsibility to explain the likelihood of appearance to affected third parties. The following points apply:

(a) Wrap Doors

Foil Suppliers can not guarantee colour match from batch to batch. The Supplier can not therefore undertake to match colours.

3. Forecasts by The Suppliers and Indemnity arrangements

The time taken to complete The Contract and the measure of its success depend in part on factors outside the control of The Supplier. These include the information available to The Supplier, delivery of material by third parties etc. Any forecast or estimate made by The Supplier of the time required for The Contract and the results is given in good faith, having regard to the information available. Any time estimates and any confirmations or variations of them shall not be deemed in any circumstances to be undertakings, warranties or contractual conditions.

Time estimates shall not be of the essence of The Contract unless otherwise specifically agreed in writing. In the event of time being of the essence, The Supplier shall not be liable for breach if the breach is in any way due wholly or in part to factors beyond The Suppliers control.

If the Contract requires activities to be performed outside of The Suppliers premises The Customer shall indemnify The Supplier against all damages, penalties, costs and expenses to which The Supplier may become liable as a result, including indemnifying The Supplier against the consequences of any defect in or unsuitability of any article, plant or equipment provided by The Customer or any breach of Health and Safety Regulations made, or Code of Practice approved pursuant to Statute.

Notwithstanding all of the above, in any event, The Supplier's total liability under The Contract shall be limited to an amount equal charges due or received by The Supplier in respect of The Contract.

3.1 Warranties

- (a) Wrap doors and products made of supawood are warranted by The Supplier for materials and craftsmanship for five years.
- (b) The products are for in – house use in normal household conditions only. No warranty is given if they are otherwise located, for example in a carport or lapa or in excessively hot and humid conditions.
- (c) On acceptance of warranty claim, The supplier will replace the item(s) free of charge in exchange for the original item(s). The replacement(s) will be the nearest match to the original(s). The Supplier will use his best endeavours, but will not be responsible if the replacement(s) does not fully match the original(s)

3.2 Exceptional Expense and Arrangements on Behalf of the Customer

The supplier will be pleased to arrange supply of equipment or services and other services such as software and training. Time will not be spent on expenditure incurred without the authority of The Customer, which may be verbal. Time spent on such arrangements by The Supplier will be charged as consultancy time at rate agreed upon before work commences.

3.3 Overseas Assignments, Travel Documents and Work Permits

It is the responsibility of The Customer to provide proper travel documents/authorization and work permits where necessary for The Supplier's personnel to work on overseas assignments.

3.4 Confidentiality and Intellectual Property

The Supplier will not divulge to the third parties matters confidential to The Customer without The Customer's consent. The Customer will not divulge to the third parties matters confidential to The Supplier without The Suppliers consent.

The copyright in all drawings, reports, software and other similar items provided by The Supplier, or arising in connection with the work involved in The Contract shall become vested in The Supplier, as shall the property in any designs, processed, patents, petty patents, registered designs, know - how, and any intellectual property of a similar nature protectable by registration or not. The Customer shall, subject to payment of The Supplier's final invoice, have a license to use such drawings, reports, software or other similar documents or other items related to the work involved in the Contract. The customer will not divulge the contents of, or give copies of the reports or other documents to third parties or use them for other work, without the prior written consent of The Supplier.

3.5 Cessation Assignments Delegation and Transfer

- (a) The Customer shall not assign, cede or transfer any rights or obligations in terms of The Contract to any party or person without the written consent of The Supplier.
- (b) No failure or delay in part of The Supplier in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise there - of or of the exercise of any other right, privilege or power.

3.6 Arbitration

All disputes, differences or questions at any time arising between The Customer and The Supplier in relation to or in connection with these conditions and all Contracts between The Customer and The Supplier shall be referred to the arbitration of a person to e mutually agreed upon or, failing agreement, of some person appointed by the President for the time being for the Law Society. Arbitration shall be in accordance with the appropriate Statutes.

3.7 Place of Business for Contracts and Competency of Court

The conditions are covered in all respect by South African Law and The Supplier and the customer submit to the jurisdiction of the South Africa Courts.