

## **STANDARD TERMS AND CONDITIONS**

We are a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 2012/158248/07 ---- VAT number 4050264250

Placing an order based on this quotation is implicit acceptance of the standard terms and conditions. Green Furniture and Projects is not responsible for any verbal agreements, outside of this quotation, and which are not committed to writing and agreed to in writing by both parties. Orders must be placed via email. Prices quoted exclude delivery charges if not stated. Delivery can be quoted and arranged by request. Please confirm that we do deliver to your area.

Prices are all ex-factory, courier arrangements / charges for the customers own account. If the goods are delivered by air or sea, then delivery shall be deemed to have been given to the customer when such goods are handed to the airways or sea authorities as the case may be. All risk in and to the goods shall pass to the customer once the goods / consignment has been collected from our factory.

If you have not accepted the Quote or paid the Deposit within the 30 days, the Quote is automatically withdrawn and we do not have to notify you of this.

We reserves the right to either repair or exchange an item submitted for warranty purposes. In the event where the item cannot be repaired, it may be exchanged with a replacement item that is identical, or where the exact same model or product is no longer available, with an item of similar value, or alternatively with in-store credit or Refund.

### **General Conditions**

Goods are built to order unless specified otherwise. We will quote separately for special breakdowns or splits in packaging. The Company shall not be liable if it is unable to supply a particular item, however the Company shall ensure that an item is supplied to the Customer which shall be as similar as possible to the original item requested. Where additional work is required to adapt an order, this will incur an additional charge at a rate of R250.00 per hour or part thereof (excluding VAT).

### **Specifications and acceptance of goods.**

The client is responsible for checking the correct written specification or brief for the item to be manufactured. Where our client is a third party / intermediary or agent acting on behalf their client, then the third party , intermediary or agent is responsible for the correctness of the brief, for the approval of samples, and for the acceptance of the goods (quantity and quality). In order to ensure that quality is to clients expectations, Clients are welcome to make an appointment to visit Green Furniture and Projects to inspect goods whilst they are still in manufacture.

### **Right to sup contract**

Unless otherwise agreed the Company shall be entitled to sub-contract any part of the work.

### **Pricing and Payment Terms**

Payment shall be made by electronic or bank transfers directly into the Company's bank account. Orders will not be placed until money has cleared in the Company's bank account in full. Customers are to use their invoice number as a reference when making payment. All prices quoted are VAT incl. Payment may not be withheld on any invoices whatsoever. If the customer has requested part delivery, any goods part supplied must be settled in full prior to despatch. Any deposit made does not cover part supply. No COD delivery will be made unless the invoice is settled in full prior to the goods being released. Should payment be made via cheque, a 7-10 day clearance period will be applicable before goods are released. Where a 60% deposit is made for an order via cheque, a 7-10 day clearance period will be applicable before goods are put into production. If payment is made via EFT, a proof of payment must be fax/email to Green Furniture and Projects prior to goods being released and until money has cleared in the Company's bank account in full.

If GFP do not receive the funds for an order paid for via EFT within 7 days, the order will automatically be cancelled. A 60% deposit is required on all COD accounts inclusive of the VAT portion, with the balance to be paid in full prior to delivery. Where customers have been granted a 30 day credit facility, and fail to pay within the credit period, Green Furniture and Projects reserves the right to revert the account to a COD basis without notification. Accounts are due for payment on the last working day of the due month. A **2.5%** interest charge will be applied on overdue amounts. It is the responsibility of the customer to ensure that accounts are paid by due date. Early settlement discounts are not applicable. You may not pay, or attempt to pay, for Products through any fraudulent or unlawful means. When delivery of the goods is spread over a period, each separate delivery thereof shall be invoiced when despatched.

Each statement shall be treated as a separate account and payable.

### **Debt Collection**

Any goods manufactured and or delivered remain the property of Green Furniture and Projects until settled in full. The same applies where material is supplied to Green Furniture and Projects by the client for processing. Where goods have been delivered, and payment has not been received as per the quoted terms, Green Furniture and Projects reserves the right to hand over the debt for collection. Costs associated with debt collection will be to the account of the client.

### **Lead Times**

Where a specific deadline is required, it is the responsibility of the customer to communicate this upfront and in writing. The customer must receive written confirmation that this deadline can be achieved, and is accepted by Green Furniture and Projects. Verbal agreements on fixed deadlines are not acceptable. Manufacturing lead times commence from the date the official order is placed, due payment is made along receipt of papers. Clients must check lead times at the time of placing the order as lead times may change due to workload in the factory/availability of raw materials from suppliers. Where a customer requests a delivery date less than the standard lead time, our sales staff will advise on feasibility, however standard lead times will be the default 1 -8 weeks subject to and receipt of all documentation, and payment of deposit / full amount where applicable.

### **Validity**

All prices quoted are valid for a period of 30 days from date of quote unless otherwise stated. Purchase order along with deposit (where applicable) must be received within the valid quote period.

## Delivery / Return

**Prices advertised on this website shall exclude delivery unless otherwise specified, or where the customer qualifies for free delivery under certain conditions. GFP will only Deliver once you have paid the balance of the Price, the Delivery fee and any interest (if applicable). Delivery of Goods is an additional service provided by GFP and will be charged for at rates provided to you by GFP.**

Under some circumstances may goods be returned to Green Furniture and Projects after delivery with prior written agreement? Where goods are returned by agreement, a 20% handling fee will be applied. Once goods have been delivered, the responsibility for care of the product will be with the customer. Where the customer collects or arranges a courier, the responsibility for care will be with the customer from the time of collection. The customer is responsible for the care in the loading and transport of the goods. It is the responsibility of the customer to check goods and quantities at the time of delivery. No claims for damaged goods will be entered into if the goods have been handled by a third party, or have been subjected to further processing. Green Furniture and Projects cannot be held responsible for damages to property when Delivery's/Pickups are made. GFP delivers only to addresses within the Republic of South Africa. Orders paid for by EFT will take 48 to 72 hours longer to deliver as we need to confirm receipt of funds into the relevant Bank Accounts. Transport charges for products returned for refund or exchange shall be for the account of the customer. Return transport charges may in some cases be higher than the original delivery fees billed, especially where the customer is located in outlying areas and smaller towns, or where an original delivery fee has been discounted or subsidised in any way (Shear load). Products that were given as free gifts as part of a promotion, received in a competition or giveaway or where the product was bought as a shop-soiled or demo product shall not be covered by any warranty.

## Delays

Although every endeavour is made to manufacture to lead times, the lead time is the best estimate of an approximate delivery date. Green Furniture and Projects will not incur any liability to the Customer for failure to deliver on a particular date. GFP will do all that it reasonably can to meet the stipulated dates and time for Delivery. Notwithstanding this, GFP shall not be liable for failure to perform or delay in performance hereunder resulting from any cause beyond GFP's control, fire, labour difficulties, transportation difficulties, interruptions in power supply (including but not limited to what may be termed "load shedding" or "black-outs") and delays in usual sources of supply, major changes in economic conditions, breakdown of machinery or any cause beyond GFP's control, or whether caused by negligence or otherwise. We will use reasonable endeavours to continue to perform in terms of these Terms as soon as performance becomes possible. GFP may contact you to agree on alternative dates for Delivery, but we will not require you to accept Delivery at an unreasonable time.

## Cancellation/Deposit

All goods are built to order and custom manufactured and in instances custom branded. We do not manufacture for stock. Please note that no manufactured goods may be cancelled after the deposit has been received and /or the order has been placed in the factory. The customer will remain liable for the full value of the job as per the purchase order. If for any reason the Customer needs to cancel an order, the Customer can do so by contacting the Company via [www.green-furniture.co.za](http://www.green-furniture.co.za). The Customer will be charged the cost amount for the order or part thereof. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses.

"Special - order goods" means that a supplier expressly or implicitly was required or expected to procure, create or alter specifically to satisfy the consumers' requirements. Goods purchased by way of special arrangement or custom order will only be replaced if defective. Customers are encouraged to ensure that measurements and specifications of custom made products are 100% correct when ordering, as custom made orders cannot be refunded or exchanged if incorrect sizes were provided.

### **Samples**

It is the responsibility of the customer to ensure that specifications in the quotation are to their satisfaction. Samples are made only on request and will incur a charge. At the discretion of management, all samples will be charged for at a minimum rate of R300.00 per sample above normal rate. Money will be refunded upon the return of each sample in good condition. Where a sample is supplied, it is the responsibility of the customer to ensure the correct approval of the sample.

### **Colours**

We have made every effort to display as accurately as possible the colours of the Products that appear on the Site. As the actual colours you see will depend on your computer's monitor we cannot guarantee, however, that your monitor's display of any colour will be accurate. Due to the use of recycled materials, colour matching cannot be guaranteed on any Orders & Subsequent orders.

### **Domicilium**

The address for service for all purposes relating to these terms of use including the giving of any notice, the payment of any sum, the serving of any process. The Company shall be entitled from time to time, by giving notice to the Customer to vary its physical address for service to any other physical address within the Republic of South Africa, and to vary its facsimile address for service to any other facsimile number.

The Customer waives any rights that the Customer may have or obtain against the Company arising directly or indirectly from any loss or damage of whatsoever nature which the Customer may suffer as a result of the fact that the Company acts on the Customer's instructions/orders or instructions/orders purported to emanate from the Customer and the Customer indemnifies the Company against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by the Customer, arising as a result of the fact that the Company has acted on the Customer's instructions/orders or instructions/orders which purported to emanate from the Customer.