

WOOD MARVELS TERMS AND CONDITIONS OF SUPPLY

1. THE SUPPLIER AND THE SERVICES:

1.1 The "Supplier" is Wood Marvels (Pty) Ltd, trading as Wood Marvels. The Supplier carries on the business of custom made furniture comprising, inter alia, the sale of bedside tables, headboards, cubed units, cupboards, bookcases, storage units. (the "Products").

1.2 All orders for, and the supply of, the Products are subject to these terms and conditions.

2. CONDITIONS AND PROCEDURE FOR THE SUPPLY OF THE PRODUCTS

2.1 All orders for Products shall be placed via the Supplier's online store at www.woodmarvels.co.za.

2.2 All orders must contain full particulars of the order including the personal particulars of the client, the delivery address, the delivery date as well as any special requests.

2.3 The Supplier will not be liable, whatsoever, where incorrect or insufficient information is supplied.

2.4 The Products shall at all times be subject to availability from the suppliers or manufacturers thereof.

2.5 The Supplier shall not be obligated to accept any order or any special conditions attached thereto. The Supplier shall, in its own discretion, consider orders, together with any special requests, and shall confirm such order by issuing the client with a written invoice. The Supplier shall notify the client should it be unable to fulfil an order.

2.6 Upon issue of an invoice, the relevant order shall be deemed to be confirmed and a binding contract of supply shall arise between the parties, whereafter the client shall be liable to the Supplier for payment of the price of the Product/s.

2.7 The Supplier shall not be obligated to commence the preparation of any Products, or to deliver any Products, until the purchase price has been settled in full, by way of cleared funds.

2.8 The Supplier shall not be liable for any delays in delivery of the Products caused by the late payment, by the client, of any amount contemplated in these terms.

3. THE PRICE AND PAYMENT

3.1 The price of the Products shall be the price listed on the Supplier's website, www.woodmarvels.co.za, to the exclusion of all other listed prices. The Product

prices may be amended by the Supplier, from time to time, in its absolute discretion and without notice.

3.2 Prices shall exclude Value Added Tax, unless otherwise specified.

3.3 The price of the Products ordered shall be paid upon presentation of an invoice and shall be paid free of any deductions or setoff of any amount.

3.4 Payment must be made by electronic funds transfer into the banking account nominated by the Supplier on the relevant invoice or alternatively by the payment gateway on www.woodmarvels.co.za

4. DELIVERY

4.1 The Supplier shall use its best endeavours to ensure delivery of the Products by the delivery date contained in an order, or, if no date is specified, within a reasonable time where time is not of the essence.

4.2 The Supplier shall not be responsible, or liable to the client, for any delays in delivery in circumstances beyond its reasonable control and not caused by its own negligence.

4.3 Delivery shall be effected at the delivery address, as supplied by the client in an order form. Delivery shall be effected during business hours or as otherwise agreement between the parties in writing.

4.4 The Supplier shall be deemed to have effected delivery of the Products by leaving the Products with a responsible person at the delivery address.

4.5 The delivery shall be accompanied with a delivery note setting out the description and quantity of the Products, which shall be signed by the recipient.

4.6 The client shall be deemed to have received the Products in good order should no defects or variances be brought to the Supplier's attention within 24 (twenty four) hours of delivery.

4.7 Deliveries within 35km of Sunningdale, Cape Town, shall be subject to a standard delivery fee of R250 (Two Hundred and Fifty Rand). Deliveries outside of the 35km radius shall be subject to prevailing standard courier fees.

4.8 Should the Supplier, or his appointed carrier, be unable to effect delivery at the delivery address, through no fault of its own, then client shall be liable to the Supplier for the delivery fee and the Supplier shall be absolved of all liability for failing to deliver the Products. The client shall be liable to the Supplier for a further delivery fee in respect of any further attempts to deliver the Products. The Supplier shall not be required to effect any further deliveries until the client has paid the subsequent re-delivery fees.

5. POSSESSION, RISK AND OWNERSHIP

5.1 Possession and risk of all Products shall pass to the client upon delivery, after which the Supplier shall not be liable to the client in respect of the Products including the damage or destruction thereof, otherwise than as contained in these terms.

5.2 Ownership of the design and concept of the Products are subject to copyright of the Supplier.

6. LEAD TIMES

6.1 Delivery of the Products are subject to the following standard lead times, unless otherwise agreed between the parties:

6.1.1 10-14 business days from date of order and payment received

6.1.2 The client must take notice of the lead time and the Supplier shall not be responsible for any delays caused by the client.

7. SPECIFICATION OF THE PRODUCTS

7.1 The Products may be displayed and described by the Supplier on its website, catalogues and brochures, (online and in print format), as well as via various other mediums from time to time.

7.2 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any Product illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not have any contractual force unless otherwise set out herein.

7.3 The Supplier reserves the right to amend the catalogue from time to time, without notice and for whatever reason.

8. WARRANTIES

8.1 The Supplier provides no warranties or guarantees, implied or otherwise, to the client, other than those listed in these terms and conditions.

8.2 The Supplier warrants that the Products (i) will materially confirm to the illustrations thereof, subject to the terms hereof, (ii) shall be of the quality usually expected from such Products, and (iii) will be supplied free of damage or any other material defect.

8.3 The Supplier does not warrant that the Products will be fit for the client's purpose.

9. RETURNS POLICY

9.1 The client shall inspect Products on delivery and give written notice to the Supplier, within 24 (twenty four) hours, of any Products which the client alleges are

defective due to non-compliance with the warranties set out above. The notice shall specify the following information:

9.1.1 the relevant invoice number;

9.1.2 a description of each Product alleged to be defective including its product code/size etc.

9.1.3 the precise position and nature of the alleged defect.

9.2 If the client alleges that any Products are defective, as contemplated above, it shall, if so requested by the Supplier, return the relevant Products (unaltered) to the Supplier for inspection within 10 (ten) days. In relation to any such defective Products, the Supplier shall, within 10 (ten) days of Supplier accepting

that the Products do not comply with the warranties set out above:

9.2.1 supply replacement Products which comply with such warranty; or

9.2.2 notify the client that it is unable to supply replacement Products, in which case the Supplier shall grant to the client a credit equal to the price that Supplier sold the Products to the client.

9.3 The client shall not be entitled to return a Product and the Supplier shall not be obliged to replace any Products or pass a credit in cases where the client changes their mind and/or no longer requires the Products for whatever reason..

10. LIMITATION OF LIABILITY

10.1 The Suppliers shall not be liable for any damage or loss of whatever nature arising out of the supply of the Products, including loss of profit and consequential loss.

10.2 Notwithstanding the above, the Supplier's total liability arising under or in connection with the supply of the Products, whether arising in contract, delict (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the price payable in respect of the relevant Product giving rise to the liability.

10.3 The client will indemnify and hold the Supplier harmless against any claim made by a third party against the Supplier in respect of the use of the Products.

11. NON-USE OF INTELLECTUAL PROPERTY

11.1 The client acknowledges that ownership of the design and concept, ("Intellectual Property"), to the extent that it is not public, are subject to copyright and ownership remains with the Supplier. The client will not be permitted to use, reproduce or sell that Intellectual Property or any part of it.

12. PROPER LAW AND JURISDICTION

12.1 The supply of all products are subject to the Law of the Republic of South Africa. The client consents to the jurisdiction of the Magistrate's Court in respect of any action arising and notwithstanding the amount of that claim.

13. ARBITRATION

13.1 Where a dispute arises between the parties for which no remedy is contained in these terms, such dispute may, by agreement between the parties, be resolved by way of arbitration to be held at the Supplier's offices, by an Arbitrator appointed by mutual agreement or, failing which, appointed by the President of the Cape Law Society and whose decision shall be final and binding on the parties.

14. BREACH

14.1 If a party commits a material breach of these terms and does not rectify the breach within 7 days of being called to do so, the other party may cancel the relevant order and, inter alia, claim damages.

15. FORCE MAJURE

15.1 The Supplier shall be entitled to rescind from an order (without liability) and to return any deposit paid by the client in the event that the Supplier's performance of the order is hindered or prevented by strikes or other trade disputes, riots, war (declared or undeclared), acts of civil insurrection, fire, flood, accident or other cause beyond the control of the Supplier preventing it from performing the order.

16. NO AMENDMENT, WAIVER

16.1 No amendment or consensual cancellation of any provision or term of these terms, or any document arising out of the standard terms, shall be valid unless agreed and reduced to writing between the parties.