

## **TERMS AND CONDITIONS**

1. Van den Bergh's means Van den Bergh's Properties (Pty) Ltd.
2. All goods delivered to the customer remain the property of Van den Bergh's until they are paid in full.
3. The customer accepts responsibility for ensuring that the goods fit into the space for which they are purchased and that the Goods will fit through the entrance to any room or building to which they are delivered.
4. The fulfilment by Van den Bergh's whether at all or by any time of any Order placed by The Customer is subject to the availability of the Goods ordered or any component of The Goods.
5. The customer acknowledges that where the covering of The Goods is manufactured from game skin, such gameskin, while of the same type, may differ in marking and appearance from any display item. The customer acknowledges that all gameskin has markings and no gameskin will be returned based on it having markings.
6. Where goods have been damaged or their appearance altered by the effect of sunlight Van den Bergh's will be under no obligation to replace or repair such goods.
7. Van den Bergh's agrees to refill any cushions which are a component of The Goods free of charge once only per cushion or a period of 12 (twelve) months calculated from the date of delivery of The Goods to The Customer.
8. Van den Bergh's undertakes to repair or replace, at its election, any wooden frame being a component of The Goods or any part of such frame where such frame is defective and where such defect arises as a consequence of faulty manufacturing. This undertaking will be effective for a period of 10 (ten) years calculated from the date of delivery of The Goods to The Customer.
9. Where The Goods must be manufactured to order the Customer will pay 50% of the Contract Price upon signature of the Order by the Customer. The balance of the contract price is payable before delivery of the Goods.
10. Where The Goods are "floor stock or manufactured items" payment must be made by The Customer in full before delivery of the goods.
  - 10.1 All Goods purchased off the floor are purchased "as is".
11. Van den Bergh's will deliver The Goods, at the cost of The Customer in an agreed amount reflected on its Quotation or invoice, to an address situate within a 50 km radius of its manufacturing facility or distribution depot. If the Customer requires The Goods to be delivered to an address outside of that radius distance or such address is in fact located outside such distance then Van den Bergh's may agree to such delivery at the cost of The Customer in an amount which will be separately invoiced – Subject to the provisions of clause 13 below.
12. Van den Bergh's will not be obliged to deliver The Goods to a floor higher than the ground or first floor of any building structure.
13. In the event that Van den Bergh's and The Customer agree that delivery of The Goods is made to an address situated outside the border of The Republic of South Africa then such delivery will be on the basis of "C.I.F to Port" and the following items will be included in the delivery cost quoted by Van den Bergh's to The Customer:
  - 13.1 Specialised packing for shipment.
  - 13.2 Transportation to port.
  - 13.3 The cost of Export documentation.
  - 13.4 The cost of obtaining customs clearance destination.
  - 13.5 Delivery of The Goods at the agreed delivery address not higher than the first floor at such building.
  - 13.6 The complete unpacking of The Goods at the delivery address.
  - 13.7 The removal of any debris packing material.
  - 13.8 The payment of any cargo dues or, in Cape Town, cargo dues.
  - 13.9 The following costs will be excluded from the quoted costs:
    - 13.9.1 The hoisting of The Goods
    - 13.9.2 The cost of storing The Goods at the Port of destination.
    - 13.9.3 The assembling of The Goods where they are modular by design.
    - 13.9.4 Any other duties, taxes, charges, demurrage or any other costs required to be paid by any Party whether by Van den Bergh's or otherwise in respect of The Goods and/or their Delivery.
14. No amendment of the terms of this agreement will be binding on either party unless reduced to Writing and signed by The Customer and a director of Van den Bergh's. The Customer acknowledges that no other person is authorised by Van den Bergh's to agree to any amendment of this agreement other than such director.
15. Any dispute or claim arising from this agreement will be subject to the jurisdiction of The Magistrates Court notwithstanding that the amount or value of such claim or dispute may exceed the jurisdiction of the Magistrates Court provided that any party will not be precluded from electing to institute proceedings in the High Court of South Africa.
16. The customer chooses its domicilium citandi et executandi at the delivery address which appears on the face of this document.
17. In the event of any judgement being granted in favour of Van den Bergh's pursuant to any proceedings instituted by either party pursuant to this agreement then The Customer agrees that Van den Bergh's will be entitled to recover such costs on the scale as between attorney and own client.
18. This order is irrevocable and binding upon signature of the purchaser or payment of the deposit.
19. No cancellation will be entertained once manufacture has commenced.
20. No cancellation will be entertained once the goods have been reserved on our showroom for a period of 12 hours.
21. Storage charges will apply to all goods left in our care by the client, once the goods are manufactured and/ or ready for despatch.

