

TERMS AND CONDITIONS

1. Any reference made to “**Wallcovering Inc.**” below will refer to registered Closed Corporation, namely: “**Double Stars Trading 182 CC t/a Wallcoverings Inc.**” situated at The Palms Décor and Lifestyle Centre, 2nd Floor, 145 Sir Lowry Road, Woodstock.
2. By placing an order with **Wallcoverings Inc.**, you acknowledge that you have read, understand and agree to the terms, conditions, notice periods and disclaimers contained in this agreement.
3. **Wallcoverings Inc.** reserves the right to institute changes and amendments to any of the terms in this agreement on condition that reasonable notice thereof is given to the Customer in writing.
4. Prices quoted are valid for 14 days only and subject to a prior site inspection. The price may be subject to increase due to circumstances beyond the reasonable control of **Wallcoverings Inc.** (i.e. increase to freight and railway charges, increase in taxes, sales or custom duty, fluctuation in the exchange rates or increase in the manufacturing charges or supplier expenses). The customer will be notified of such increase and/or a change in Airfreight expenses and final approval will be required in writing before commencing with the order.
5. **Wallcoverings Inc.** undertakes to, unless it states a specific limitation, have sufficient advertised material available as stipulated on the quotation. If **Wallcoverings Inc.** runs out of stock, it will attempt to obtain stock or will offer the customer a reasonable alternative. Although **Wallcoverings Inc.** takes care to ensure that all quotations are correct, it will not be bound to any price that contains an inadvertent and/or obvious error. If a mistake occurs in any advertisement, **Wallcoverings Inc.** undertakes to take all reasonable steps to inform the customer of the correct details.
6. The Quotation shall only be accepted if written confirmation has been received from the customer via personal delivery, telefax or e-mail. Please add signature, name, date and time of acceptance of quotation. Work will only commence on receipt of an official ORDER in writing and payment received in accordance with payment terms (therefore please see paragraph 8 in respect of cancellation penalties that may be charged).
7. Any variations/additional works required over and above the original quotation must be agreed upon in writing by both parties before execution of the work.
8. **Wallcoverings Inc.** requires a deposit equal to 50% of the full invoice value of the wallpaper purchased exceeding the value of R5,000.00.
 - Orders less than R5,000.00 require payment in full before prior to placement of order.

www.wallcoverings.co.za

Tel: 021 465 6547 | Fax: 021 465 1711 | info@wallcoverings.co.za
2nd Floor, The Palms Lifestyle Centre, 145 Sir Lowry Rd, Woodstock



Double Stars Trading 182 T/A Wallcoverings INC.
CC Reg No 2005/067655/23
Members: F.A. Bassett (British) G.L. Bassett (British)

- The outstanding balance is due on arrival of the wallpaper order. Installation charges will only be due once the installation has been completed.
- 9.1 Due to the nature of Wallpaper, no two batches are the same. This means that the actual product may vary from the sample in colour/construction (although this would not exceed 10% in accordance with industry standards). That means that goods returned due to the fact that it is different from the sample shown, must be returned in its original packaging without it being cut or handled within a period of 10 working days, otherwise no returns will be accepted.
- 9.2 The Customer is hereby informed that **natural organic products** (for example **grass cloth & mica**) have unique characteristics. The visibility of the joints as well as small irregularities, such as darker fibers or little knots here and there, are characteristic of these products. This may result in a greater degree of shading differences within the panels and between adjoining panels.
10. **Wallcoverings Inc.** may impose a cancellation fee in the event of cancellation before delivery/collection. The fee will depend on the nature of the order, the length of notice of cancellation before delivery, the reasonable potential to find alternative clients for the order and the reason for cancellation. No refunds on deposits will be allowed in the event of cancellation for Special-Order Goods/Items that have already been ordered / made.
11. In the event where an overbooking of our installation dates may occur, **Wallcoverings Inc.** undertakes to perform the service on another date within a reasonable time.
12. It is the Customer's responsibility to ensure that he/she is satisfied with the application of the wallpaper and to ensure that the work is of a quality that customers are generally entitled to expect.
13. The customer further undertakes not to claim **a refund or remedy** and accepts **full responsibility** should the application work be **damaged due to misuse, abuse or gross negligence** on his/her own part or as a result of any other third party whom may have performed work near the area or any party that may have acted on behalf of the customer/owner.
14. The customer is hereby informed that it is his/her responsibility to choose carefully as no refunds will be entertained based on the fact that the client has made the wrong decision. Due to the fact that wallpaper is imported and based on the customer's specific order, no refunds will be allowed or entertained, unless if the product is defective.
15. The customer further **accepts that should the wallpaper installed have a defect, or failure**, that he/she will within 7 business days **inform Wallcoverings Inc.** and promptly **claim his/her refund/remedy/repair**. Pertaining to the fact that **the supplier has provided adequate handling, risk and after care instructions in advance**, the customer accepts that failing to abide by these rules may vitiate his/her warranty claim.

www.wallcoverings.co.za

Tel: 021 465 6547 | Fax: 021 465 1711 | info@wallcoverings.co.za
2nd Floor, The Palms Lifestyle Centre, 145 Sir Lowry Rd, Woodstock



Double Stars Trading 182 T/A Wallcoverings INC.
CC Reg No 2005/067655/23
Members: F.A. Bassett (British) G.L. Bassett (British)

16. The Customer is hereby informed that the warranty period that pertains to the repair/replacement any defective or damaged wallpaper installed is 3 months (in respect of repair work) or 6 months (in respect of new wallpaper installed by **Wallcoverings Inc.**). The customer is further informed that these warranties do not apply to ordinary wear and tear.
17. **Wallcoverings Inc.** shall within six months after implementation of new wallpaper, repair or replace failed, unsafe or defective goods or refund the customer the price paid at the election of the customer. The aforesaid warranty is subject thereto that:
- the wallpaper supplied by **Wallcoverings Inc.** have not been altered contrary to any instruction of the company after leaving the company's control;
 - has not been exposed to abuse or exposed to any use other than what the product was manufactured for;
 - the customer has followed the instructions (see installation, risk and after care instructions) as provided by the company; and
 - the goods have been inspected by **Wallcoverings Inc.'s authorized representative** in order to evaluate/determine the reason of the imperfection in the material (before the customer will be entitled to its replacement, repair or refund).
 - Any claim for defective wallpaper must be submitted to **Wallcoverings Inc.** in writing. **Wallcoverings Inc.** will not be liable in terms of this warranty under circumstances where such product characteristic, failure, defect or hazard did not exist in the goods at the time that it was supplied by them. No goods may be sent back without authorization.
18. It is the Customers responsibility to inform **Wallcoverings Inc.** within 10 business days of any defect that may pertain to the installation work that was performed.
19. The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of **Wallcoverings Inc.** The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights that **Wallcoverings Inc.** has in and to the goods.
20. The Customer is hereby informed that there is a risk involved in applying wallpaper in respect of incorrect measurements (i.e. it is the customer's responsibility to provide the correct measurements, or make use of **Wallcoverings Inc.'s measurements**) as this may lead to shortages or over supply (**any additional rolls of material ordered remains the property of the customer and cannot be returned due to fact that it is a special order product**). Please note that **Wallcoverings Inc.** will charge an additional call out fee of R450 per hour plus travelling costs at a rate of R3,00/km in respect of any call out that was necessitated due to the customer's fault (including failure to provide **uninterrupted access, provision of adequate lighting, power points and free use** of water at the customer's premises).
21. **Wallcoverings Inc.** cannot be held liable for any harm/damage suffered by the customer if such damage was caused due to reasons beyond the reasonable control of **Wallcoverings Inc. (such risks may include but are not limited to any/all claims for harm/damage** caused to the customer/his or her property due to reasons beyond the reasonable control or unintentional act of any person, whether in the employ or in his/her representative capacity

www.wallcoverings.co.za

Tel: 021 465 6547 | Fax: 021 465 1711 | info@wallcoverings.co.za
2nd Floor, The Palms Lifestyle Centre, 145 Sir Lowry Rd, Woodstock



Double Stars Trading 182 T/A Wallcoverings INC.
CC Reg No 2005/067655/23
Members: F.A. Bassett (British) G.L. Bassett (British)

- of **Wallcoverings Inc.** Services. This will include loss or damage caused as a result of fire or theft, or any economic loss pertaining to the harm/damage caused).
22. **Wallcoverings Inc.** hereby informs the customer of their responsibility to kindly remove any valuables from the area where any staff of **Wallcoverings Inc.** will be applying the wallpaper in order to ensure that his/her property is safe. **Wallcoverings Inc.** cannot be held responsible for any loss incurred if this procedure / requirement is not properly adhered to by the customer / representative.
23. It is standard and acceptable practice in the Wallpaper Industry to allow Pattern Matching tolerances up to 5%. As the pattern goes down, it is normal to expect a certain amount of pattern drift, particularly with larger pattern repeats and larger walls to which the wall paper is applied.
24. Ordered batch colours may vary and that is why it remains of utmost importance to order sufficient material for the area of application.
25. The following factors may affect the end result of the application of wallpaper:
- Uneven or unsatisfactory wall surfaces (i.e. may require skimming of walls);
 - Wallpaper is cut into corners of skirting's, cornices and will therefore follow its existing lines (this means that skew or uneven skirting's or cornices will be cut accordingly);
 - Dampness of the area/wall where the wallpaper is to be applied (may cause the wallpaper to come loose); and
 - Exposure to ultra violet sun rays will affect the colour of the paper over time.
26. In instances where the customer has elected or instructed Wallcoverings Inc. to proceed with any installation, where such installation is contrary to the recommendations/advice of any representative of Wallcoverings Inc., Wallcoverings Inc. will not accept liability if the end product/installation does not meet the client's approval.
27. The Customer agrees that no indulgence whatsoever by **Wallcoverings Inc.** shall constitute a waiver by **Wallcoverings Inc.** in respect of any of its rights herein. Under no circumstances will the Supplier be prevented from exercising any of its rights in terms of this Agreement.
28. The customer's failure to pay, the full outstanding amount on the agreed dates, will attract interest at the prime interest rate (2% per month) or such higher rate as may be prescribed by the National Credit Act from time to time.
29. All discounts shall be forfeited if payment in full is not made on the due date.
30. The Customer hereby agrees to the jurisdiction of the Magistrates Court for any action that may arise from this agreement.
31. The Conditions as provided by the Joint Building Contracts Committee (JBCC) will apply to this contract.

www.wallcoverings.co.za

Tel: 021 465 6547 | Fax: 021 465 1711 | info@wallcoverings.co.za
2nd Floor, The Palms Lifestyle Centre, 145 Sir Lowry Rd, Woodstock



Double Stars Trading 182 T/A Wallcoverings INC.
CC Reg No 2005/067655/23
Members: F.A. Bassett (British) G.L. Bassett (British)