



## Urban Digital Concepts (Pty) Ltd

**Address:** Unit 202, Pine Park, Forest Drive, Pinelands, 7405

**Tel:** 021 465 6547

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### TERMS AND CONDITIONS

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1. Any reference made to “**Urban Digital Concepts**” below will refer to the registered Company, namely: “**Urban Digital Concepts (Pty) Ltd**” situated at Unit 202, Pine Park, Forest Drive, Pinelands, 7405.
2. By placing an order with **Urban Digital Concepts**, you acknowledge that you have read, understand and agree to the terms, conditions, notice periods and disclaimers contained in this agreement.
3. **Urban Digital Concepts** 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 7 days only and subject to a prior site inspection. The price may be subject to increase due to circumstances beyond the reasonable control of **Urban Digital Concepts** (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. **Urban Digital Concepts** undertakes to, unless it states a specific limitation, have sufficient advertised material available as stipulated on the quotation. If **Urban Digital Concepts** runs out of stock, it will attempt to obtain stock or will offer the customer a reasonable alternative. Although **Urban Digital Concepts** 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, **Urban Digital Concepts** 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).

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Urban Digital Concepts (PTY) LTD Reg No: 2015/231508/07, VAT Reg No: 4700271184

Directors: G.L. Bassett, F.A. Bassett, A.Schreuder

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. **Urban Digital Concepts** 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.
  - 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. **Urban Digital Concepts** 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, **Urban Digital Concepts** 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.

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15. The customer further **accepts that should the wallpaper installed have a defect, or failure**, that he/she will within 7 business days **inform Urban Digital Concepts** 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.
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 **Urban Digital Concepts**). The customer is further informed that these warranties do not apply to ordinary wear and tear.
17. **Urban Digital Concepts** 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 **Urban Digital Concepts** 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 **Urban Digital Concepts' authorised 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 **Urban Digital Concepts** in writing. **Urban Digital Concepts** 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 **Urban Digital Concepts** 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 **Urban Digital Concepts** 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 **Urban Digital Concepts** 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 **Urban Digital Concepts' 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 **Urban Digital Concepts** 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).

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21. **Urban Digital Concepts** 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 **Urban Digital Concepts**(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 of **Urban Digital Concepts** 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. **Urban Digital Concepts** hereby informs the customer of their responsibility to kindly remove any valuables from the area where any staff of **Urban Digital Concepts** will be applying the wallpaper in order to ensure that his/her property is safe. **Urban Digital Concepts** 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:
  - a. Uneven or unsatisfactory wall surfaces (i.e. may require skimming of walls);
  - b. 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);
  - c. Dampness of the area/wall where the wallpaper is to be applied (may cause the wallpaper to come loose); and
  - d. 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 **Urban Digital Concepts** to proceed with any installation, where such installation is contrary to the recommendations/advice of any representative of **Urban Digital Concepts**, **Urban Digital Concepts** 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 **Urban Digital Concepts** shall constitute a waiver by **Urban Digital Concepts** 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.

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31. The Conditions as provided by the Joint Building Contracts Committee (JBCC) will apply to this contract.

32. **Wall Surface Preparation:**

- a. The client is hereby informed that it is necessary to allow sufficient time (at least 48 hours) after walls have been painted, skimmed or primed, before application of wallpaper;
  - b. Eco based formulation of water based primers are not recommended as a suitable surface for adhesion of wallpaper as delamination may result. In the event that the client has already applied an eco-based formulation of water based primer, it is highly recommended that an oil based primer be applied prior to wallpaper installation;
  - c. Poly-skimmed surfaces and areas where the **wall sub-straight** (surface) has been filled with a polyfiller type of compound (acrylic filler), must be either primed first with an oil based primer or alternatively covered with a bonding liquid in order to prevent the wall sub-straight in these areas from crumbling or breaking down and as a consequence causing delamination of the wallpaper and the surface structure attaching itself to the wallpaper and thereby rendering it unsuitable for adequate adhesion;
  - d. Expansion joints: There is a risk of delamination over the expansion joints and the client should take note of the fact that if wallpaper is applied over such joint, the form of the expansion joint may be visible to a greater or lesser degree depending on the severity on the severity of the expansion of the joint.
  - e. GENERAL NOTICE: It is the client's responsibility to inform the **authorised responsible person for the application of the wallpaper** – of the condition of the wall surface (refer to points 1.1 – 1.3 above) prior to the application of the wallpaper to the designated surface.
  - f. Due to the fact that it is almost impossible for WCI to determine if the above requirements (points 1.1 -1.5) have been complied with, WCI cannot accept liability for any damage or loss that the customer may suffer due to non-compliance in such regard (i.e. if the final product fails to meet the required standard) due to the fact that such damage is viewed as damage/loss caused due to circumstances beyond the reasonable control of WCI.
33. Client that provide their own wallpaper hereby indemnifies WCI for any loss or damage that may occur based on the inferior characteristics of said wallpaper.
34. If WCI or their contractors are prevented from attending to a scheduled appointment due to the client's fault, all expenses that WCI may have occurred as a result of the client's fault (including a call out fee of R600 and other transport expenses at current AA Rates and employee's wages for the period) will be invoiced to the client's account.

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