



**Last updated: 27.08.2020**

## 1. Physical address

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6 East, Kramerville Corner, Sandton, 2196, South Africa.

## 2. Contact details

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- Telephone - +27 11 262 5213
- Email - [info@wallcoverings.co.za](mailto:info@wallcoverings.co.za)
- Website - [www.wallcoverings.co.za](http://www.wallcoverings.co.za)

## 3. Terms and conditions – General trading terms

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Any reference made to “WCI Wallpapers” below will refer to the registered Company, namely: “WCI Wallpapers JHB (Pty) Ltd” situated at 6 East, Kramerville Corner, Sandton, 2196, South Africa.

By placing an order with WCI Wallpapers, you acknowledge that you have read, understand and agree to the terms, conditions, notice periods and disclaimers contained in this agreement.

WCI Wallpapers 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.

1. Standard Payment terms unless otherwise specified:
  - 80% deposit on the full value of the invoice for orders exceeding R5000.
  - Orders less than R5000 require payment in full.
  - Installation/ labour included – Balance of material value payable before installation. Installation value payable immediately on completion of installation.
  - Collection or delivery only – Balance of full invoice payable prior to collection or delivery.
2. 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 WCI Wallpapers (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.
3. WCI Wallpapers undertakes to, unless it states a specific limitation, have sufficient advertised material available as stipulated on the quotation. If WCI Wallpapers runs out of stock, it will attempt to obtain stock or will offer the customer a reasonable alternative. Although WCI Wallpapers 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, WCI Wallpapers undertakes to take all reasonable steps to inform the customer of the correct details.

4. FORCE MAJEURE:

- Neither Party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult as to be commercially impracticable, by reason of an Act of God, labour trouble or disputes, strikes, unavailability of transportation, goods or services, epidemic, pandemic (including but not limited to the current Covid-19 pandemic), governmental restrictions or actions, lock-downs, delay in obtaining or inability to obtain products from our suppliers, breakage of machinery, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable and is beyond the reasonable control of the Supplier.
- In the event of non-performance or delay in performance attributable to any such causes mentioned above (or by implication can be read into the meaning thereof), the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the party so delayed shall use its best efforts to overcome the cause of delay. In the event that the performance of the supplier is delayed for more than 60 (sixty) days, the other Party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination, unless the Supplier party has already incurred costs, in which instance such part would be set off by the Supplier against the refund due to the purchaser who elected to cancel such agreement.

5. Delays in orders due to reasons beyond the reasonable control of WCI Wallpapers JHB (Pty) Ltd:

- Please note that although WCI Wallpapers JHB (Pty) Ltd always undertakes to do their best to comply with our quoted lead times, we cannot be held responsible for any unforeseen delays caused due to circumstances beyond our reasonable control. Such mentioned circumstances include (but are not limited to) delays resulting from Freight Forwarder Delays, Supplier delays, Load Shedding, the current health pandemic (COVID-19) and/or any similar pandemic identified in future that may have an effect on the LEAD process, both locally and abroad.

6. The Quotation shall only be accepted if written confirmation has been received from the customer via personal delivery 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. 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. 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, is characteristic of these products. This may result in a greater degree of shading differences within the panels and between adjoining panels.

10. WCI Wallpapers may impose a cancellation fee of 20% of the value of the order 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, costs involved prior to the cancellation (E.g. Sampling, Delivery costs, Travel) 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, WCI Wallpapers 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. After hanging 3 drops of the roll of wallpaper, the wallpaper installation should be inspected, and if there are any concerns they should be raised with the wallpaper supplier before continuing the installation. The decision to continue is the responsibility of the installer. WCI Wallpapers JHB (Pty) Ltd will not entertain any claims if the installation is carried out in full, without following the correct protocol as outlined above.
14. 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.
15. 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.
16. The customer further accepts that should the wallpaper installed have a defect, or failure, that he/she will within 7 business days inform WCI Wallpapers 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.
17. 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 WCI Wallpapers). The customer is further informed that these warranties do not apply to ordinary wear and tear.
18. WCI Wallpapers 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 WCI Wallpapers 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 WCI Wallpapers' 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 WCI Wallpapers in writing. WCI Wallpapers 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 authorisation.
19. It is the Customers responsibility to inform WCI Wallpapers within 10 business days of any defect that may pertain to the installation work that was performed.
  20. The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of WCI Wallpapers 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 WCI Wallpapers has in and to the goods.
  21. 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 WCI Wallpapers' 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 WCI Wallpapers will charge an additional call out fee of R650 per hour plus travelling costs at a rate of R6,00/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).
  22. WCI Wallpapers 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 WCI Wallpapers(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 WCI Wallpapers 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).
  23. WCI Wallpapers hereby informs the customer of their responsibility to kindly remove any valuables from the area where any staff of WCI Wallpapers will be applying the wallpaper in order to ensure that his/her property is safe. WCI Wallpapers cannot be held responsible for any loss incurred if this procedure / requirement is not properly adhered to by the customer / representative.
  24. 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.
  25. Ordered batch colours may vary and that is why it remains of utmost importance to order sufficient material for the area of application.
  26. 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.
27. In instances where the customer has elected or instructed WCI Wallpapers to proceed with any installation, where such installation is contrary to the recommendations/advice of any representative of WCI Wallpapers, WCI Wallpapers will not accept liability if the end product/installation does not meet the client's approval.
28. The Customer agrees that no indulgence whatsoever by WCI Wallpapers shall constitute a waiver by WCI Wallpapers 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.
29. 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.
30. All discounts shall be forfeited if payment in full is not made on the due date.
31. The Customer hereby agrees to the jurisdiction of the Magistrates Court for any action that may arise from this agreement.
32. The Conditions as provided by the Joint Building Contracts Committee (JBCC) will apply to this contract.
33. Wall Surface Preparation:
- 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.
  - WCI Wallpapers accepts absolutely no liability with regards to issues (eg: delamination, staining of the wallpaper etc) relating to the incorrect wall surface preparation despite providing adequate information below on how to prepare a wall surface for wallpaper installation. Information about the wall surface needs to be brought to the attention of WCI Wallpapers JHB (Pty) Ltd in advance prior to installation.
  - 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;
  - 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;
  - 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;
  - 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.

- 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.

34. If a Client provides their own wallpaper, it hereby indemnifies WCI Wallpapers for any loss or damage that may occur based on the inferior characteristics of said wallpaper.

35. If WCI Wallpapers 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.

36. Custom Wallpaper

- Sample - Please always note that approval of artwork/ sample via email or any electronic format is final. WCI Wallpapers JHB (Pty) Ltd does not accept any liability for any items that were overlooked, grammatical errors or spelling mistakes after the event of approval the artwork or sample. No comebacks will be entertained following approval.
- WCI Wallpapers JHB (Pty) Ltd will always require a sample to be created of the final artwork. While the sample is an accurate representation of the final product, it WILL NOT be 100% identical due to circumstances such as ink, media, and temperature, time of day and scale of design. As an industry standard, we allow for 5-10% variances and tolerances in colour between signed off sample and the final product. We do not work to zero tolerances. In any case the client does not request a sample; WCI Wallpapers JHB (Pty) Ltd will not be responsible for any disputes that may arise with regards to discrepancies.
- Royalties and Artwork – Please note ALL artwork created by WCI Wallpapers JHB (Pty) Ltd remains the intellectual property of WCI Wallpapers JHB (Pty) Ltd and cannot be distributed, replicated or duplicate without written consent.
- Please note our pricing for custom wallpaper does not include artwork unless specified. An additional artwork fee may be included if required. Any artwork provided to WCI Wallpapers JHB (Pty) Ltd, indemnifies and hold harmless of WCI Wallpapers JHB (Pty) Ltd from liability for any claim which may be made against WCI Wallpapers JHB (Pty) Ltd by any person whatsoever or any loss or damage whatsoever which WCI Wallpapers JHB (Pty) Ltd may suffer arising out of any copyright infringements, defect in design, detailing, calculations, manufacturing and erection of the work to the extent undertaken by WCI Wallpapers JHB (Pty) Ltd.
- In the case where we are offering an alternative design to the specification, we can recreate a similar design but not exact due to copyright infringements. The design will be sent to the designer or architect for approval, in which a sample will be created and require approval by the professional team. Our lead times stipulated are always from approval of sample and mockup. If what we offer as a proposed concept is ours, the artwork remains the property of WCI Wallpapers JHB (Pty) Ltd.

37. Use of Website

- Purchase of Products : Due to the majority age being 18 years of age in South Africa, WCI Wallpapers JHB (Pty) Ltd, only accepts purchase orders from customers that have already reached majority age. Please read these Terms carefully prior to indicating your acceptance thereof.

38. General Terms and Conditions for web use.

- These Terms and Conditions apply to the use of this website. By using this website, you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them. They represent our entire Agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law.

#### 39. Use of Site

- The purpose of your use of this website is merely to browse the content and to make legitimate purchase. This website shall not be used for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. In the light the customer is cautioned that any 'deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

#### 40. Use of our Website outside South Africa

- Customers who do not reside in South Africa are welcome to use our website in accordance with these Terms and Conditions to make online purchases provided that the delivery address is in South Africa.
- All export transactions must be carried out by contacting us at [info@wallcoverings.co.za](mailto:info@wallcoverings.co.za) or +27 (0) 21 465 6547 where we will assist you with your requirements.

#### 41. Disclaimer of Warranty

- The contents of this site are provided "as is" and accordingly due to the fact that electronic photos/pictures often vary from the actual product, we cannot guarantee that the end product will look exactly the same as the end product.
- Also due to the fact that we have not been able to assess the customer's walls or surface area where the product is going to be applied, we cannot guarantee the fitness of our product with regards to serving a particular purpose that the customer might have for the product.
- Wallpaper products are viewed as a special order "goods" which are often ordered based on the customer's specific needs. In this case we do not except any returns given the special request for the goods. In this regards it often happens that we order or cut a specific batch for a client and when you order a future batch, we might not have more in stock or the batch might vary slightly in colour and accordingly we urge you to purchase slightly more that the area that you wish to cover in order to compensate for this limitation.

42. The owner of this site, the authors of the content and in general anybody connected to this website in any way, from now on collectively called the "Suppliers", cannot assume responsibility for obvious or inadvertent errors or omissions pertaining to the contents displayed on the website, however we undertake to update any errors as soon as we become aware thereof.

43. The Suppliers further cautions that no representation is made with regards to the reliability, suitability, accuracy, correctness or completeness of the contents displayed on this site. The Suppliers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use the purchased goods or the incorrect use thereof, abuse, or misuse of the contents of the site, even if the Suppliers have been informed of the possibilities of such damages, the customer needs to use their discretion and when in doubt contact our offices to avoid any damage(s) in that regard.

44. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.
45. Our Rights - We reserve the right to:
- Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
  - We will use our reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our reasonable control.
46. Cookie/Tracking Technology
- This website uses cookies which are stored on your browser. You can usually modify your browser settings to prevent this happening. However, by disabling cookies, or certain types of cookie, you may hinder your user experience on this and other websites, or prevent them from working entirely.
  - Some cookies on this website may do the following:
    - Enable you to move around the website and use its features, such as accessing secure areas of the website. Without these cookies, services like the shopping cart for example, cannot be provided. Cookies further assist with improving the users experience and enables some of the functionality characteristics provided by this website.
    - Collect information about how visitors use the website, for instance which pages visitors go to most often, and if they get error messages from web pages. Allow the website to remember choices you make (such as your name or area you are in) and provide enhanced, more personal features.
    - The information these cookies collect may be anonymized and they cannot track your browsing activity on other websites. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works.
    - Please note that some cookies may be stored by third party service providers who perform some of these functions (or other services) for us. Cookies are used on this website for the following third party services: Google Analytics, Facebook share button, Twitter share button, Pinterest share button and Google+ share button. Some of these services may be used to track your behaviour on other websites and we have no control over this.
    - By continuing to use this website without adjusting your browser's cookie settings, you agree that we can place these cookies on your device.
    - As is true with most websites, our server will automatically log data regarding each visit such as your IP address, browser type, referring/exit pages, and operating system. We may use this information to monitor server errors, server administration or to monitor visitor behaviour. It is not possible for this to be disabled on a per-user basis so you must leave this website (and the internet entirely) if you do not agree to this happening.

#### 47. Privacy Policy

- We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.
- All the information gathered in online format on this website is used to personally identify users that subscribe to this service. The information will not be used for any other purpose than that which is stated in the Terms & Conditions in respect of use for this service. None of the information will be sold or made available to any other third parties without your consent.
- The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.
- We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.
- By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site or inform us of what part of the website is unacceptable to you by contacting us on the number provided above. Your continued use of the website following the posting of changes to these terms will mean that you have accepted those changes.

#### 48. Online Registration

- Users are not required to register with us before placing their order online. However, your failure to register with us, will mean that your details cannot be stored as we will have no account to reliably associate you with. Should you thus elect to register with us, you will be required to provide personal information such as a valid email address as well as a postal and delivery address, which will be stored on our secured server. Upon registration you will receive a one-time login link which will require you to confirm your email address. Registration and/or use of our online shopping website constitutes your acceptance and agreement to be bound by the Terms and Conditions of our website.
- We only deliver within the borders of South Africa and cannot accept a delivery address that does not fall within it. Information that you provide is stored on our servers for your future shopping experience with us. You have the right, at any time, to change or update your personal information with us. To amend any registration particulars please click on "my account" and edit your details.
- WCI Wallpapers JHB (Pty) Ltd accepts no liability for any damages suffered or losses incurred from the use or misuse of your password. You will be required to enter your user email address and password each time you visit our online shopping site and accordingly we urge you to keep it safe as we cannot accept liability for your omission to comply with this requirement.

#### 49. Methods of Payments

- Payment can be made to our bank account by EFT, Bank Deposits or Credit Card. We may extend payment options in future at our discretion. Only once the correct payment as per our payment terms has reflected in our bank account will we process the order.
- EFT Banking Details:
  - o Bank: Standard Bank
  - o Branch No: 02-0909
  - o SWIFT Address: SBZA ZA JJ
  - o Branch Name: Thibault Square

- Account Number: 070 189 641
- Name of Account: WCI Wallpapers JHB (Pty) Ltd
- Credit Card
  - We accept Visa and Mastercard Credit Card payments
- You may send your proof of payment to: [info@wallcoverings.co.za](mailto:info@wallcoverings.co.za)
- For more information about how to order, special order requirements and other payment options, please contact us on +27 (0) 11 262 5213 or email: [info@wallcoverings.co.za](mailto:info@wallcoverings.co.za)

#### 50. Lead Times

- Lead time is always dependent on stock availability. Should the product not be in stock WCI Wallpapers JHB (Pty) Ltd will contact you via email and provide a revised delivery date.
- Our standard lead times to our offices are 7-15 working days from payment dependent on the wallpaper chosen or the quantity required. Please enquire about your lead time at the time of ordering. All payments HAVE TO reflect in our bank account before we will proceed with the order.
- Depending on the product purchased, the lead times may vary. The products lead time is available for each product and will be conveyed at time of order.
- In the event of any delay, we will contact you to advise what the changes are and provide a new estimated time of arrival.

#### 51. Prices and Information

- All information displayed on this website (verbal or written) is for guidance only and is provided in good faith and without warranty due to the special order nature of the goods, and although every effort has been made to ensure all the product details, descriptions & prices are correct they are for guidance purposes only and not binding and in this regard we urge you to contact the offices to confirm the correctness thereof.
- Online Image Colour - Please note that the colour of the online images may vary from the actual items. Every effort is made to ensure that the colour and design of the product appear as accurately as possible, however the actual colours you will see can vary dependent upon your computer equipment and as such we cannot guarantee that the goods on delivery will reflect the colour on your computer.
- For Custom wallpapers, we will only print the final product, once the customer has authorised by signature that they are satisfied with the sample of the final product to be produced.

#### 52. Delivery and Collection Methods

- Delivery lead times are provided to you at time of order. We have outsourced all delivery arrangements. Accordingly, we cannot, to the extent permitted by law, be liable for any damage suffered or loss incurred by reason of any acts or omissions of the deliverer, its directors, employees, sub-contractors, agents, representatives and/or affiliates. We do not give waybill numbers to our clients and accordingly all delivery arrangements are between the customer and the courier company. Any following up on a delivery must accordingly also be done directly with the courier company.
- Risk shall pass on delivery from us to the courier company. If there is any short delivery or damage to goods in transit, please provide WCI Wallpapers JHB (Pty) Ltd with full particulars thereof within 24hours of delivery so that we can assist you in taking matter further with the courier company.
- We cannot be financially liable for delay in delivering the Products; however we undertake to inform the customer of any undue delay that may be incurred due to circumstances beyond our reasonable control.

### 53. Cancellation and Returns

- All orders are special order items and are placed at time of payment received.
- Unfortunately, we do not accept any returns due to the “special order” nature of the purchased item. Please make sure at time of ordering that the wallpaper product code and quantity is correct.
- WCI Wallpapers JHB (Pty) Ltd cannot be held liable for any mistakes at time of ordering. While we can order more of the product, we may apply a special-order fee to bring in the additional wallpaper (which may also vary slightly in colour).
- In the unfortunate event of a fault please return the product to WCI Wallpapers JHB (Pty) Ltd with the labels. Please do note that it is the customer’s responsibility to check all wallpaper products for faults before and during hanging. Carefully examine the first 2 or 3 lengths on the wall, to ensure there are no faults. If at this stage you are in any doubt as to whether the paper is faulty please stop work immediately and contact us. If the product is defective in any way or has a fault, a full replacement or refund will be made at no charge. However, if more than 3 drops are hung and the installation is carried out, no refund or replacement wallpaper claims will be entertained nor for any labour costs pertaining to the installation.
- When returning goods in any of the above circumstances please contact us at: [info@wallcoverings.co.za](mailto:info@wallcoverings.co.za) or +27 (0) 11 262 5213.

### 54. Flawed Products, Returns and Refunds

- The person receiving the purchased item(s) will be required to sign a Proof of Delivery (POD)/Delivery note indicating that each item has been received in good condition and in this regard we urge you not to take the necessary time to investigate the purchased product. WCI Wallpapers JHB (Pty) Ltd cannot be held liable for any damages that were not indicated on the POD/Delivery note at time of delivery. Should the product/s be flawed on delivery (it is the customer’s responsibility to notify WCI Wallpapers JHB (Pty) Ltd on the POD/Delivery note), we will endeavor to replace the item in question. All valid claims are subject to assessment by our staff and decisions made are at the discretion of WCI Wallpapers JHB (Pty) Ltd management. If we are unable to replace the flawed item within 30 days a full refund will be applicable. We do not accept returned goods under any other circumstances. Please refer to cancellation and returns policies mentioned above.
- When returning goods in any of the above circumstances please contact us at [info@wallcoverings.co.za](mailto:info@wallcoverings.co.za) or +27 (0) 11 262 5213.

### 55. Product availability

- Lead time is dependent on stock availability. Should the manufacturer have stock available, our standard lead time (depending on product chosen) is 7-15 working days to our showrooms in Cape Town and Johannesburg. All payments need to be cleared by our bank prior to orders being placed.
- Although every effort is made to effect shipment of your order timeously, we cannot accept liability for any delay/unavailability cause due to unforeseen circumstances or circumstances above our reasonable control.

### 56. Sale of Products

- All Products sold are considered by WCI Wallpapers JHB (Pty) Ltd as being of a quality suitable for the purpose and specification for which it is intended. However, in the unlikely event of the customer having purchased a ‘defective item’, it is the customer’s responsibility to report it to WCI Wallpapers JHB (Pty) Ltd immediately or as soon as it is discovered. All technical information in response to the customer’s enquiry is given by WCI Wallpapers JHB (Pty) Ltd in good faith. It will ultimately be the customer’s responsibility to ascertain whether he/she is satisfied with regards to the suitability of the particular product and this will inevitably depend on the particular site conditions that will be unknown

to WCI Wallpapers JHB (Pty) Ltd) due to the nature of an online purchase. To the extent that damages are suffered by the customer due to the customer's unhappiness pertaining to the purchased product, the liability of WCI Wallpapers JHB (Pty) Ltd is limited to such an extent that it will not exceed the value of the purchased product(s) supplied. In particular, loss of profits and consequential, financial and other such losses are excluded.

#### 57. Delivery Terms and Conditions

- Door to door courier in South Africa - 3-4 working days
- Please ensure your correct physical address is provided from the outset as title and risk will pass to you once the order has left our premises.

#### 58. Undeliverable packages

- Should any purchased package be returned to due to the unavailability of the client, the costs thereof will be for the customer's expense. The Supplier/Courier company will make every effort to contact the customer prior to making arrangements for re-delivery.

#### 59. Order processing

- Order processing will not begin until we receive the monies which need to be cleared in our bank account. Thereafter your order will be placed and a lead time advised.

#### 60. Monitoring

- We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and undertake to take any action that we may deem appropriate (which may include, but is not limited to, issuing of warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

#### 61. Law

- The Terms and Conditions mentioned above will be exclusively governed by and construed in accordance with the laws of South African Courts, which will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

#### 62. Updating of these Terms and Conditions

- We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

#### 63. Consent

- I understand that all the designs and trademarks are registered to the various suppliers of WCI Wallpapers JHB (Pty) Ltd and hereby accept the terms and conditions mentioned above. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by WCI Wallpapers JHB (Pty) Ltd in respect of instituting any civil action or any other legal action deemed necessary at the time.