

## **Chair Crazy**

### **WARRANTY:**

Subject to the limitations set forth below, Chair Crazy (Pty) Ltd (hereinafter referred to as "Chair Crazy") warrants that it shall within 6 months after delivery of any of their products, repair or replace failed, unsafe or defective products or refund the customer the price paid by the customer at the election of the customer. The aforesaid warranty is subject thereto that:

- a. the goods supplied by Chair Crazy have not been altered after leaving the company's control;
- b. has not been exposed to abuse or exposed to any use other than what the product was manufactured for (including but not limited to excessive exposure to sunlight or extreme freezing weather; also, our products are not to be cleaned with abrasive cleaning products such as Handy Andy);
- c. the customer has followed the instructions (see installation and risk instructions) as provided by Chair Crazy; and
- d. the goods have been inspected by Chair Crazy in order to evaluate/determine the reason of the products malfunction (before the customer will be entitled to its replacement, repair or refund).
- e. Any claim for defective goods must be submitted to the company in writing. Chair Crazy will not be liable in terms of this warranty under circumstances where such unsafe 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 written authorisation.

### **LIMITATIONS:**

Chair Crazy undertakes to, unless it states a specific limitation, have sufficient advertised stock available as stipulated on the quotation. If the Supplier runs out of stock, it will attempt to obtain stock or will offer the customer a reasonable alternative. Although Chair Crazy 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, Chair Crazy undertakes to take all reasonable steps to inform the customer of the correct details.

### **OTHER CONDITIONS:**

#### **Sole Terms:**

These terms and conditions constitute the full understanding and the entire agreement between the parties in regard to the subject matter here or unless hereafter made in writing and signed by the party to be bound.

**Risk of Loss:**

Our invoice to you will stipulate separately the cost of the product(s), freight and any other charges. However, all risk of loss or damage to the product will pass to you, once we have made delivery to the carrier for shipment to you and you are therefore advised to obtain sufficient insurance in this regard.

**Goods Damaged in Transit:**

1. Despite the fact that the risk of loss/damage in transit has passed once we have made delivery to the carrier for shipment to you, Chair Crazy undertakes to review all claims for loss on concealed damage on condition that any/all such claim(s) must be made in writing.
2. Any such claim for damages must be reported to Chair Crazy as soon as you become aware thereof in order to facilitate such a claim.
3. In the event of a claim for any concealed defects, please refer to Chair Crazy's Warrantee Term (stipulated above in the first paragraph of the terms).

**TERMS & CONDITIONS:**

1. Chair Crazy refers to the registered Company, namely "**Chair Crazy (Pty) Ltd**" with registration number 2008/002237/07 situated at No.5 6<sup>th</sup> Street, Montague Gardens and the Showroom Fairweather House 176 Sir Lowry Rd Woodstock.

**a. Definitions:** - In these "Conditions of Sale" "**Customer/s**" refers to the person/s, firm or company from whom the order was received or its legal assigns or successors.

**b. The "products and/or goods"** means those items specified in the order accepted by Chair Crazy.

2. These "Conditions of Sale" apply to all sales by Chair Crazy to its Customers unless they are specifically varied in writing by Chair Crazy and agreed to by both parties in writing.

3. **TERMS OF PAYMENT** - 50% deposit is required on placement of order with the remaining 50% to be paid prior to delivery. Payment is by credit card or direct deposit into our account in advance of delivery, unless previously approved and purchase order number is quoted. All payments must be made in full unless expressly arranged with the approval, in writing, of Chair Crazy.

4. **Quotes are valid for 7 days** from quote date. If you have an urgent requirement outside the specified lead times, please be sure to discuss this further and we will endeavour to accommodate your needs.

5. *Although Chair Crazy (Pty) Ltd takes care to ensure all quotations are correct, it will not be bound to any price that contains inadvertent and/or obvious error. If a mistake occurs in any advertisement, Chair Crazy (Pty) Ltd undertakes to take all reasonable steps to inform the customer of the correct details.*

6. **PURCHASE ORDERS** - Purchase orders placed by any person, or firm or company through its employees, whether in writing or verbally, are deemed to incorporate these terms and conditions.

7. **CUSTOMER CUSTOM ORDERS** - Orders accepted by Chair Crazy. for products *pecially manufactured to Customer specifications* or any products modified to Customer specifications require a deposit of 50% of the value of the goods including the residual 50% is due prior to delivery and NO refunds will be allowed in the event of cancellation (unless if the product is “defective”).

8. **CUSTOMER SUPPLIED PRODUCT** - Chair Crazy. does not accept any liability for the quality or accuracy of any Customer Supplied Product, drawings or specifications.

9. **CANCELLATION OF ORDERS** - Where Chair Crazy agrees at the Customer's request to cancel an order prior to delivering the goods to the Customer, Chair Crazy reserves the right to charge a cancellation fee for all costs incurred prior to the cancellation. The fee that may be up to 25% of the full price of the order, 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 of Special–Order Goods/Items that have already been ordered/produced, unless if agreed by mutual consent”.

10. **PRICES** - Unless otherwise expressly stated by Chair Crazy. in writing, all goods will be charged at prices ruling on the date the purchase order is accepted and are subject to Value Added Tax.

11. **QUANTITIES** - All quotes and pricing have been based on quantities specified on the quote. Changes to quantities will be subject to further negotiation.

12. **CHARGES** - In addition to the purchase price, all delivery charges, VAT, extra packaging charges and Government taxes, if any, shall be payable by the Customer.

13. **TOLERANCE** - Unless expressly agreed to the contrary, it is normal to expect a slight deviation between the product displayed on the website and the final manufactured item (i.e. there may be a slight variance in the colour and texture of the end product).

14. **SPECIFICATIONS** - Chair Crazy. reserves the right to commercially match colours and/or substrate without notice. Chair Crazy. reserve the right to alter the specifications for future orders and cannot guarantee to match any previous orders.

15. **DELIVERY LEAD TIME** - Delivery lead time quoted is calculated in working days excluding Public Holidays. Delivery lead times stated are from receipt of deposit with accepted written order and are also subject to third party supplier lead times and deliveries. Due to the possibility of unforeseen delays with Shipping that may occur due to circumstances beyond our reasonable control, delivery dates for Imported Products may differ from the actual agreed dates on the quotation.

16. **DELIVERY** - Deliveries may be suspended by Chair Crazy. in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civil disturbance, war or legislation. The inability of Chair Crazy. to procure goods due to any of the foregoing causes or any other occurrences preventing or retarding performance of the contract of delivery of goods - no responsibility shall be attached to Chair Crazy. for any delay, default, loss or damage due to any of the above causes, or to any cause beyond the control of Chair Crazy. The customer will be notified of such undue delay as soon as it becomes practical for Chair Crazy to do so in writing.

17. **RISK** - The responsibility for loss or damage of goods shall pass to the Customer upon delivery to the Customer, the Customers agent or to a destination nominated by the Customer or to a carrier nominated by the Customer.

18. **WARRANTY CLAIMS** - Warranty claims must quote invoice number and date of purchase and are subject to approval by Chair Crazy. The Customer is responsible for risk to the goods whilst being returned and the cost of freight for said goods. Please refer to Chair Crazy. warranty for further details regarding warranty claims.

19. **PROPERTY** - Property of the goods shall remain with Chair Crazy. until such time as full payment is received. If payment is not received, or if Chair Crazy. believes that the Customer may fail to pay for the goods when payment is due Chair Crazy, may institute legal action in respect of the attachment of the said goods.

20. **INTEREST** - If the Customer fails to make payment on the due date or defers delivery of products specially manufactured to Customer specifications or any products modified to Customer specifications Chair Crazy. reserves the right to charge interest on amounts outstanding at the rate of 4% above the minimum lending rate of the commercial banks as varied from time to time.

21. **INDEMNITY** – The Customer is hereby informed that there may be a risk involved in making use of our purchased products (i.e. due to the nature of mass production it may contain defects and therefore the customer is urged to take the necessary care when making use of the product for the first time). Chair Crazy 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 Chair Crazy (this will included damage as a result of any unintentional act of any person, whether in the employ or in his/her representative capacity of Chair Crazy, including loss or damage caused as a result of fire or theft, or any economic loss pertaining to such harm/damage that may have been caused.

22. **RIGHT TO INSTITUTE LEGAL ACTION** - Unless the contrary has been agreed to in writing by the Managing Director, or authorised Manager, of Chair Crazy the above terms and conditions shall apply and therefore Chair Crazy reserves the right (as owners of the goods until it has been paid for in full) to cancel the contract and to approach a court of law for an appropriate order in the event of breach by the Customer of any material term(s) in the contract, on condition that the customer has been notified of such breach and has failed to remedy such breach within 20 business days after receiving such notification