

## GENERAL TERMS AND CONDITIONS

1. Any reference made to “Durban Wallpaper & Linda Lee Smith” situated at 6 Pencarrow Park, Pencarrow Crescent, Armstrong Avenue, La Lucia Ridge Office Estate
2. By placing an order with Durban Wallpaper, you acknowledge that you have read, understand and agree to the terms, conditions, notice periods and disclaimers contained in this agreement.
3. Durban Wallpaper 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 Durban Wallpaper (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. Durban Wallpaper undertakes to, unless it states a specific limitation, have sufficient advertised material available as stipulated on the quotation. If Durban Wallpaper runs out of stock, it will attempt to obtain stock or will offer the customer a reasonable alternative. Although Durban Wallpaper 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, Durban Wallpaper 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. Durban Wallpaper requires a deposit equal to 80% of the full invoice value of the wallpaper purchased. Orders less than R5,000.00 require payment in full before prior to placement of order and any fully imported wallpaper is payable upfront. 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, pebble, crush) have unique characteristics. The visibility of the joints as well as small irregularities, such as darker fibres 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. Durban Wallpaper 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, Durban Wallpaper 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 Durban Wallpaper 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 Durban Wallpaper. The customer is further informed that these warranties do not apply to ordinary wear and tear.
17. Durban Wallpaper 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 Durban Wallpaper 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 Durban Wallpaper’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 Durban Wallpaper in writing. Durban Wallpaper 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 Durban Wallpaper 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 Durban Wallpaper. 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 Durban Wallpaper 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 Durban Wallpaper’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 Durban Wallpaper will charge an additional call out fee of R450 per hour plus travelling costs at a rate of R4.50/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. Durban Wallpaper 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 Durban Wallpaper (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 Durban Wallpaper 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. Durban Wallpaper hereby informs the customer of their responsibility to kindly remove any valuables from the area where any staff of Durban Wallpaper will be applying the wallpaper in order to ensure that his/her property is safe. Durban Wallpaper 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);
  - 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 Durban Wallpaper to proceed with any installation, where such installation is contrary to the recommendations/advice of any representative of Durban Wallpaper, Durban Wallpaper 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 Durban Wallpaper shall constitute a waiver by Durban Wallpaper 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.