



22 Ebner on Vaal Vanderbijlpark 1900 | info@vaaltriangleupholsterers.co.za | (016) 018 1229

VAAL TRIANGLE UPHOLSTERERS

Date: 04 November 2020

WEBSITE TERMS AND CONDITIONS OF USE

This website, related mobile-sites and software applications (hereinafter referred to as the 'Website') is owned and operated by Vaal Triangle Upholsterers (Pty) Ltd (hereinafter referred to as 'us', 'we', 'our', 'the Supplier'), a retailer of upholstered and re-upholstered indoor furniture and outdoor furniture, custom marine and automobile, and custom made manufactured furniture products.

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Vaal Triangle Upholsterers ("Provider") website located at the domain name www.vaaltriangleupholsterers.co.za ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice.

The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider. If you access and use this website, you accept and agree to be bound by and comply with the Terms and Conditions. If you do not agree to the Terms and Conditions contained herein, you are not authorised to access our website, use any of our website's services or place an order on our website

SEVERABILITY

If any of the provisions of our terms or condition are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

WAIVER

Any failure on our part to exercise or enforce any right or provision of any of our terms and conditions set out will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

ELECTRONIC COMMUNICATIONS

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-COMMERCE & PRIVACY

The Website (www.vaaltriangleupholsterers.co.za) provides upholstery services and sells newly manufactured and refurbished furniture online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website. The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties.

Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances. The Provider cannot be held responsible for security breaches occurring on the User's electronic *device (Personal Computer or other electronic device used to browse the Website)*, which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the User in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address as a result of any means or aspects whatsoever, not in its control, or due to any Force Majeure events or any other cause/s out of its control.

ONLINE PAYMENT – PayFast Payment Gateway

All online credit card payments are processed by the PayFast [Internet Payment Gateway](#). Card Holders may go to www.payfast.co.za to view PayFast's security policies.

UPDATE OF WEBSITE TERMS & CONDITIONS

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time without notice to the User. 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.

COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

Provider provides certain information at the Website. All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this website are owned by or licensed to us. All data and information communicated to or from the website including its database also belongs solely to us or our licensors. You agree to sign all documents as we may reasonably require in order to assign any rights that you may acquire in the content of our website. You agree also to waive any moral rights in such content.

You are permitted to view, print or store electronically a copy of any information on our website, including these Terms, solely for your personal, lawful, non-commercial use. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

All such proprietary works, and the compilation of the proprietary works, are copyright to the Provider, its affiliates or subsidiary, or any other third-party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

LIMITATION OF LIABILITY

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

PRIVACY: “CASUAL SURFING”

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

CHOICE OF LAW

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal, is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Gauteng South High Court in the event of any dispute.

If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Website Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

COHERENT TERMS & CONDITIONS

The disclaimers, policies and terms and conditions on this page (hereinafter referred to as 'Coherent' Terms' and/or 'Conditions') shall govern the order, sale and/or delivery of goods or services from Vaal Triangle Upholsterers as well including the use of this website by any customer or person (hereinafter referred to as 'you', 'your', 'user', 'customer'). The "Coherent Terms and Conditions" read in conjunction with the afore website usage terms, shall apply to all orders concluded by or with Vaal Triangle Upholsterers for the sale and/or supply of products in-store and on our online shop www.vaaltriangleupholsterers.co.za (the "Site").

When you submit an order to Vaal Triangle Upholsterers, give any delivery instruction or accept delivery of any products, this shall constitute your unqualified acceptance of all our Terms and Conditions. However, nothing in these Terms and Conditions affects your statutory rights.

PRODUCT INFORMATION, ERRORS, OMISSIONS & VARIATIONS

Selected products are advertised on the Vaal Triangle Upholsterers website

www.vaaltriangleupholsterers.co.za . Most of these products are displayed and available in the Vaal Triangle Upholsterers store. Details of our store appear on the Vaal Triangle Upholsterers website.

The availability of any of the products can be confirmed with Vaal Triangle Upholsterers via the office at telephone (016) 018-0229, or email at info@vaaltriangleupholsterers.co.za or via cell phone on 082 963 8371 (Rico) or 060 862 6313 (Dawie).

While all reasonable effort is made to provide accurate information about products (including pricing, availability, features and descriptions, timber, fabric and leather products, corresponds as closely as possible to the sample shown on our website, slight differences may occur), we do not accept liability and shall not be held liable for any loss or claim as a result of such error or inaccuracy.

We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice, including after an order has been submitted in which case, where the correction is significant, we will take all reasonable effort to inform affected customers. However, we cannot be held responsible for any form of misprint or defect. Details of your order should be checked and confirmed by yourself when your order is placed and signed off (*We do not hold ourselves responsible for any incorrect orders placed*).

Should any of our products contain an obvious error regarding the price displayed for the product, Vaal Triangle Upholsterers will correct the error as soon as we have been notified of the error. Vaal Triangle Upholsterers will not be bound by the incorrect price.

Product descriptions are for marketing purposes only and are presented in a simple easy-to-understand format. Product descriptions on this website are by no means exhaustive to technical information sheets. Some terms may be used in a broad sense or for specific purposes only.

Colour Descriptions: Descriptions and depictions of colour may not be 100% accurate. Some colours, especially earthy tones are especially difficult to accurately describe and/or depict. Although our photographers and graphic designers do their best to portray items as accurate as possible, various factors may influence the colour displayed on the screen including monitor and screen calibration.

Materials: Where a product description describes a product to be manufactured from a specific material' this only refers to the most notable aspect of the product.

Any complaints regarding the standard and quality of the product or products bought by the User through the e-commerce facility should be directed to the Office Administrator at info@vaaltriangleupholsterers.co.za .

PRICE AND METHOD OF PAYMENT

The prices displayed on the Vaal Triangle Upholsterers website and in stores are quoted in South African Rands, which is valid and effective only in relation to supply in South Africa. All prices displayed in-store or on the Vaal Triangle Upholsterers website are inclusive of VAT. Prices advertised on the website shall exclude delivery charges unless otherwise specified.

In the event where a specific product may be sold out, and a customer places an order or enquiry before a price, specification or promotion could be updated, we will first inform the customer of any changes before processing the order. Should this not be accepted by the customer we reserve the right to cancel the order or any part thereof. While the vast majority of items listed on this website are in-stock, there may be occasions where items are temporarily out of stock, or where a waiting period applies due to a product having to be custom made.

Full payment of the price and delivery charges (where applicable) is required before products will be delivered or collected. The product remains the property of Vaal Triangle Upholsterers until payment is received in full. All major credit and debit cards as well as EFT payments are accepted.

In the case of EFT payments, proof of payment must be forwarded to info@vaaltriangleupholsterers.co.za . Please allow 3 business days for the receipt of EFT funds to be confirmed. Goods will only be released for collection or delivery once the receipt of funds has been confirmed.

When making an EFT payment, Vaal Triangle Upholsterers advises customers to be vigilant and confirm all relevant and necessary information before making payment. Should the payment be intercepted by fraudulent third parties, Vaal Triangle Upholsterers shall not be liable for any loss suffered by the customer.

Please be advised that Vaal Triangle Upholsterers will not proceed with the contract of sale if we cannot confirm receipt of funds as a result of fraudulent interception. Please retain your invoice as proof of purchase. Regrettably, no returns, exchanges or refunds will be considered without the original invoice. Prices on the website and in-store are subject to change without notification.

SPECIAL ORDERS

You will be provided with a quotation for all custom orders and back orders (collectively “special orders”). It is your responsibility to verify the correctness of all information on the quotation before Vaal Triangle Upholsterers places an order with its supplier or manufacturers. For special orders, a deposit of 100% (to be finally determined by Vaal Triangle Upholsterers depending on the circumstances) payable in advance is required. You may not cancel an order for special orders prior to delivery, unless Vaal Triangle Upholsterers allows this in their discretion. In the case that the special order is cancelled, you will forfeit any deposit or amount already paid for the special order. Lead time for special orders depends on the product, its availability and performance by Vaal Triangle Upholsterers’ suppliers. The anticipated lead time will be stated on the sales order. Vaal Triangle Upholsterers will inform you of any delays. It is acknowledged that products that are subject to special orders may differ from samples due to hand made processes and will be so accepted by the customer.

DELIVERIES AND COLLECTIONS

All deliveries and collections done within a:

- 40km radius from the Vaal Triangle Upholsterers store is **FREE**.
- 41km to 80km radius of the Vaal Triangle Upholsterers store is charged to the Customer at R600.00 (six-hundred-rand) return trip.
- 81km to 150km radius of the Vaal Triangle Upholsterers store is charged is charged to the Customer at R800.00 (eight-hundred-rand) return trip.
- 151km and above radius from the Vaal Triangle Upholsterers store is subject to a quote being prepared for the customer's approval and acceptance.

You will be charged for the cost of delivery which will be reflected on the appropriate invoice in accordance with the prevailing Vaal Triangle Upholsterers policy and at/or during checkout when purchases are made online. All risk in the Product shall pass to the customer upon delivery or collection.

Delivery is only guaranteed to be delivered to the delivery address supplied by the customer. Verification of the identity of the person receiving goods cannot be done. Individuals accepting the goods at the delivery address on the date of delivery shall be considered authorised by the customer to receive delivery on their behalf, and shall also be responsible to perform the duties of checking for damages. It shall be the customer's responsibility to properly inspect delivered goods. If packaging shows visible damages, it is advised to make a clear note of such damages on the waybill when signing for the goods.

Any discrepancies, damages or shortages on any delivery must be reported to us within 48 hours and directed to the Office Administrator at info@vaaltriangleupholsterers.co.za .

CONDITION OF DISPLAYED PRODUCTS

If the subject matter of the sale is the particular product that is on display in the Vaal Triangle Upholsterers showroom or on the website as viewed by the customer, it should be noted that the product is sold to the customer in the specific condition in which it is, based on the customer's acceptance of the relevant product in that condition.

WARRANTY

All furniture products carry a one (1) year warranty from the date of sale which transaction date shall be deemed the passage of ownership to the Customer at the time.

It is entirely Vaal Triangle Upholsterers' discretion to offer the necessary remedy, being either repair, replace or store credit, should your product breach the denoted warranty period. In addition, Vaal Triangle Upholsterers will charge necessary collection and delivery costs in certain circumstances. Vaal Triangle Upholsterers' warranty provides for the free repair or replacement of any faulty component within the denoted warranty period.

Our warranty affirms that:

- The product is reasonably suitable for the purpose that it was generally intended for;
- The product is of good quality, free of defects and in good working order and;
- The product will be durable and usable for a reasonable period of time.

Vaal Triangle Upholsterers will only be liable to honour a warranty if:

- The defect existed at the time of delivery or collection and manifested during the warranty period
- The defect did not arise due to normal wear and tear or misuse/abuse by the customer
- The product concerned is used for the purpose intended and in a domestic environment (Unless the latter requirement is waived by Vaal Triangle Upholsterers in writing); i.e. commercial use is not warranted
- The customer provides the original invoice.

COOLING OFF PERIOD

Section 44 of the Electronic Communications and Transactions Act may apply to your electronic transactions. If your transaction qualifies as an electronic transaction and you qualify as a consumer under the ECT Act, you may be entitled to cancel some electronic transactions within seven days without reason or penalty.

This means that you have to return new, unused goods, and we will refund the purchase price. The only cost levied against you will be the direct cost of returning the goods.

FURNITURE RETURNS

In addition to a product being returnable in terms of the Returns Policy below, if the customer is not happy with their furniture purchase or has made an error with their furniture purchase and wishes to exchange or return their furniture purchase, the customer may do so within 10 business days of purchase. Goods must be returned in their original condition along with the original invoice. The customer may choose either a store credit or exchange, but Vaal Triangle Upholsterers unfortunately do not provide refunds in such instances.

Should the customer wish to return their product, the customer will be charged a 20% handling fee for the return of the furniture product in terms of this section (*this fee may increase dependent on circumstances*). The customer will be given a store credit for the value of the furniture product less the handling fee. If the customer has chosen an exchange, they may not choose a product that exceeds the purchase price of the original product less the handling fee, collection fee and use charge if applicable, unless the customer pays the difference in the purchase price.

Before store credit or exchange is processed, the product will be assessed for wear and tear. Should there be evidence of use, we will impose a charge for use. This charge will be in line with the extent of use. It is acknowledged that exchanges are subject to product availability at the time of the request for exchange.

Physically altered, partially disassembled or damaged product may not be returned or exchanged in terms of this section. Vaal Triangle Upholsterers will inspect the condition of products presented for exchange or returned accordingly.

RETURNS POLICY

Vaal Triangle Upholsterers will process your return request in the following circumstances:

- If your purchase falls under the ECT (Electronic Communications and Transactions) Act, you may return an undamaged, non-defective product in the event that you change your mind about the product within 7 (seven) business days of delivery of products, which return shall incur a collection charge, equivalent to the initial delivery fee.
- You may return a product if you have not had the opportunity to inspect the product and upon inspection the goods do not meet the type or quality reasonably expected from the agreement, within 10 (ten) business days of delivery free of charge. Vaal Triangle Upholsterers may charge an additional fee for wear and tear.
- You may return a product which breaches the warranty within 6 (six) months after delivery, free of charge.
- Products returned must be adequately packaged in the original packaging and be in as-new condition. Where original packaging was discarded, it shall be the customer's responsibility to ensure the item is packaged adequately to avoid damage in transit.

RETURNS PROCEDURE

- Should you wish to return a product, you are invited to contact us on (016) 018-0229 or send us an email to info@vaaltriangleupholsterers.co.za and one of our Team members will be in touch with you.
- As you agreed to inspect the product for defects or damage before accepting delivery, you are encouraged to submit photographic proof and you must provide full reasons for alleging that the product is defective, including stating how the product was utilised during the period that it was in your possession.
- Should we be of the opinion that your product is returnable we will contact you to arrange collection or advise you if you may drop off the product at our store.

- Once the return has reached our store, the product will be inspected before the return is processed.
- If you have proven that the warranty has been breached, you may choose a refund, store credit, repair or an exchange if possible.
- If you have returned the product within 7 (seven) days in terms of the ECT Act or within 10 (ten) days if you have not had the opportunity to inspect the product you may receive a refund less any applicable collection or wear and tear fee.
- Should you wish to elect a refund, the refund be processed only once you've provided our admin department with confirmation of bank details by way of bank confirmation letter and your bank details have been verified.
- All refunds will be processed every Friday, allowing 2 – 4 business days for the funds to reflect once the credit has been processed.

Vaal Triangle Upholsterers will evaluate the defect and honour warranties if:

- The defect existed at the time of delivery or collection and manifested during the warranty period;
- The defect did not arise due to normal wear and tear or misuse/abuse by the customer;
- The customer duly complied with the care instructions and maintenance.

DISCOUNTS, PROMOTIONS AND SALES (Including Black Friday)

All discount offers exclude "Promo" or "Sale" items, unless otherwise specified. All pricing can be confirmed at Vaal Triangle Upholsterers store. All special offers are subject to stock being available.

All sales and promotions are valid while stocks last and subject to availability of allocated stock. Sales and promotions shall only be valid for the period as advertised. Payments must be made immediately via Credit Card or EFT to secure the stock. Processing an order on the website does not automatically reserve stock.

Stock can only be reserved when payment has been received. Unless otherwise stated, all prices exclude delivery fees. Delivery fees will however be added as per normal upon checkout. Delivery of orders shall be handled by Vaal Triangle Upholsterers and due to the logistical constraints specifically for Black Friday deals may take up to 3 (three) weeks from date of purchase.

AMENDMENTS TO THESE TERMS AND CONDITIONS

Vaal Triangle Upholsterers may, in its sole discretion, change any of these Terms and Conditions at any time without notice to you. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way, use the website.

GENERAL

Any agreement made with Vaal Triangle Upholsterers to buy a product or a connected service and any disputes arising out of or relating to the afore mentioned Terms and Conditions, use of our website, or our products or services offered on our website will be resolved in accordance with the laws of the Republic of South Africa without regard to its conflict of law rules.

Any disputes, actions or proceedings relating to the terms or your access to or use of our website must be brought before the courts of the South Africa in the city of Johannesburg and you irrevocably consent to the exclusive jurisdiction and venue of such courts our actions as they relate to the collection, use and disclosure of Personal Information.