



FLOORWORX AFRICA (PTY) LTD

CONDITIONS OF SALE

1. All goods will be invoiced at prices ruling at the time of despatch of the goods and orders are accepted on this basis only. All prices are subject to alteration without notice.
2. Should any amount not be paid by the Customer on due date then the whole amount in respect of all purchases by the Customer shall become due, owing and payable irrespective of the dates when the goods were purchased and the Customer shall be liable to pay interest in respect of amounts unpaid as at the due date compound rate of 3% above the prime overdraft lending rate of the Company's Bank on all overdue amounts from due date until date of payment, calculated and payable monthly in advance and should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum, and the total shall form the principal debt, which shall then bear interest in the manner as set out above.
3. Although the Company will make every endeavour to ensure compliance with the Purchaser's requirements, it will not be responsible for non-delivery or delay in the delivery howsoever caused. In the event of non-delivery or loss or damage in transit, the Purchaser must immediately notify, in writing, both the Carrier and the Company.
4. In all cases where the supply of goods is delayed because of circumstances which the Company cannot reasonably and practically control in the normal course of its business, the Company shall be entitled to a reasonable extension of time within which to effect delivery. Late delivery or non-delivery of the goods shall not give rise to any claim for damages for consequential loss of any other expense, nor shall such delay or non-delay invalidate the order.
5. Due to variations in the manufacture and especially of raw materials, including pigments, actual production may not always conform exactly with colour illustrations, or to samples, or may not be of consistent shade. The Company will not accept responsibility for such variations where the material has been installed, or cut.
6. All goods that are locally manufactured by the Company and sold are warranted for a period of fifteen years to be free from defect in material and workmanship. All other products sold by the Company will express their own warranty standard which will be stipulated in technical documentation. All other warranties, express or implied, including any implied warranty that the goods will be fit for a particular purpose are hereby expressly excluded.

The Company's liability for any breach of warranty shall be full discharged by it supplying, free of charge, sufficient material to replace that found to be defective, or refunding at its option, part of the purchase price which relate to the defective goods, having regard to the use of already or previously obtained from them. The Company's decision as to whether or not the goods are defective shall be binding.

7. Claims arising out of this warranty will be recognised only if written notice is given to the Company within 30 days of any defects or unsuitably becoming apparent, in any event within twelve months after delivery of the defective or unsuitable goods.
8. The Purchaser shall be liable for all costs incurred by the Company in respect of orders placed by the Purchaser for imported goods or for goods manufactured to the Purchaser's specification, notwithstanding the fact that the Purchaser may claim force majeure.

Updated: May 2020



9. A 10% deposit will be required by account holders before any imported order is placed by the Company. A 50% deposit will be required by Cash Sale customers before any imported order is placed by the Company.
10. Save as is provided in official Company or product literature, the Company does not warrant or represent that any additional advice given by it in connection with goods is correct unless it is given in writing under the signature of a Director of the Company.
11. Notwithstanding anything to the contrary herein contained, and save herein provided, neither the Company nor any of its suppliers, subsidiary or parent company, officials, employees or agents, shall be liable for any loss, expense, damage, injury to death, whether direct, indirect, consequential or otherwise, suffered by the Purchaser arising from any cause whatsoever, whether such loss, expense, damage, injury or death, results from breach of contract, delict, negligence or any other cause, without limitation, and whether or not an order placed by the Purchaser is cancelled. If the Purchaser disposes of, or leases, any of the goods to a third party, or otherwise permits a third party to use the goods, the Purchaser shall include in its agreement with such third party a provision in terms of which the third party grants similar protection to the Company, its suppliers, subsidiary, or parent Company, officials, employees or agents.
12. Delivery is free by road to any city in the Republic of South Africa. An additional charge shall be raised where crates are necessary for small quantities or for other reasons. If goods have been despatched, cancellation of the order will not be accepted.
13. Goods may not be returned for credit, except under conditions agreed in writing by a Director or Senior Manager of the Company. Only goods in a sealable condition will be accepted.
14. The Purchaser consents in terms of Section 45(1) of the Magistrate Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court for the district which at the time of the proceedings has jurisdiction in terms of Section 28(1) of the Act, even if the amount in issue exceeds the jurisdiction of that court.

SALES & DISTRIBUTION OUTLETS:-

National Customer Care Centre (RSA only)	Tel: 0860 346 679	Fax: (011) 406-4262
Johannesburg	(011) 406-4024	
Bloemfontein	(051) 430-0348	
Cape Town	(021) 980-9000	
Durban	(031) 275-1900	
East London	(043) 701-5800	
Export Dept.	(011) 406-4024	