

# four walls

FURNITURE. DECOR. DESIGN

## TERMS AND CONDITIONS

The following terms and conditions regulate inter alia the terms of delivery and merchandise refunds/exchanges between you, the Customer, and us, Love Maison (Pty) Ltd ta **four walls**.

### 1. Applicable Law

Any dispute that may arise between you and Love Maison (Pty) Ltd ta four walls will be subject to prevailing South African Laws and in line with CPA guidelines.

### 2. Ownership

2.1 Until full payment has been made, ownership of all merchandise vests with Love Maison (Pty) Ltd ta four walls.

2.2 Customers who elect to collect goods from our premises, unconditionally agree and accept that the risk of loss and title for such items passes to you at the time of collection by you or your appointed agent.

2.3 The risk of loss and title passes to you the customer upon delivery as evidenced by the signature of the person taking delivery on our delivery note.

### 3. Delivery Commitment

Where Love Maison (Pty) Ltd ta four walls are responsible for deliveries to you the customer, we will best endeavor to deliver the merchandise on the date and time as agreed upon finalization of the order, however, due to circumstances beyond our control there may be unexpected changes to the agreed delivery date and time.

### 4. Lead Times

Lead times for deliveries are between 4 to 6 weeks, provided that these lead times are not affected by any public holidays locally or internationally. This is also providing that the lead time is not affected by strikes, mass actions or natural disasters locally or internationally. The lead times above specifically exclude made-to-order items as those items may require fabric orders which are as per the respective design house's turnaround time, and or special drawings that need to approved by the customer.

### 5. Deliveries/Collections

5.1 No deliveries/collections will take place until payment for the merchandise is made in full and cleared by our bank.

5.2 Deliveries by us will take place within designated areas, and during office hours on working days, or by agreement with the branch manager.

5.3 Love Maison (Pty) Ltd ta four walls will only make deliveries where the merchandise can fit in lifts, staircases or through doors and merchandise will not be hoisted onto balconies.

5.4 The onus is on the customer to inform us of weight/tonnage restrictions applicable to the place of delivery. Any damages resulting from non-disclosure in this regard will be for the customer's account.

5.5 Please ensure that the place of delivery is accessible for deliveries and that you have cleared the space for the merchandise prior to delivery, together with removing breakables that could be in the way of the delivery.

5.6 Should the delivery crew be required to move any furniture to make space for the delivery of the merchandise, Love Maison (Pty) Ltd ta four walls will not be held responsible for any resulting damages to the new or existing furniture or interiors whatsoever.

5.7 Any additional costs due to failed deliveries, access problems and/or failure to adhere to the appointment time will be for your own account.

## **6. Proof of delivery and damage to delivered merchandise**

A signed proof of delivery by you, the customer, or a representative, without annotations, is proof that you have received the merchandise in good order and condition, ie un-damaged. If there is any damage to the merchandise, this must be annotated/ recorded on the proof of delivery upon delivery and reported by you, the customer, in writing to the store manager within 24 hours. Refer to clause 9 below regarding exchanges/refunds.

## **7. Collections**

The person collecting the merchandise must produce an original order confirmation, as well as the original proof of payment (receipt), for the merchandise to be released. Upon release of the merchandise, if no damage is recorded on the collection document, this document will serve as proof that the merchandise was received in good order and condition. Should the customer fail to take delivery within 30 days from the agreed delivery date, we reserve the right to cancel this agreement and impose the cancellation charge as set out in clause 8.

## **8. Special Orders (CMT) / Orders**

All Special orders require full payment and no order will be processed until the payment has been made. If the order is cancelled within 5 days of having paid, the greater of 10% of the deposit or the actual cost incurred by Love Maison (Pty) Ltd ta four walls will be forfeited as a handling fee.

Special orders already delivered will not be refunded or exchanged.

## **9. Refunds and Exchange Policy**

### **9.1 Damaged Goods**

Merchandise that is delivered damaged will only be refunded or exchanged and credit given if there is compliance with the requirements in clause 6 and 7. For special orders, refer to clause 8 above.

## 9.2 Gift Cards/ Vouchers

All gift cards are non-refundable and cannot be used to purchase other gift cards. Returns on items paid for with a gift card will be made via a credit on a new gift card.

## 9.3 All other Returns

Love Maison (Pty) Ltd ta four walls offer a 7-day exchange policy on all other purchases excluding items on sale, promotional lines, and the other restrictions specifically listed in this document.

Apart from the aforementioned and the provisions of clauses 6,7,8,11 and 13, we will only accept the return of merchandise that is returned within 7 days of delivery, and or as agreed to by the Branch Manager provided that:

- The merchandise is in the unused condition it was delivered in
- Original proof of purchase is provided

Refunds will be done via EFT, Cash and card (debit or credit) payments will only be refunded via EFT payments directly to your bank account as cash is picked up daily by our service provider.

Credit card transaction reversals can be processed via the in-store speed point terminals and can take between 7 to 14 days to reflect in your account.

All relevant credit card charges will be subtracted from the original purchase price when refund is done via EFT or by speed point in store.

All refunds will be made via EFT within 21 working days and only processed Weekly on Tuesdays.

All Refunds except in the case of damages (on condition that they meet the criteria for damages) will be made net of delivery/related charges incurred by Love Maison (Pty) Ltd ta four walls.

## 10. Items on Sale

All Sale (discounted) items are sold voetstoots and are strictly non-refundable, this includes floor stock items that was discounted by the Branch Manager/ Sales consultant, the responsibility lies with the customer to inspect the stock items on the floor, and to point out any scratches, dents and or marks on the stock purchased, no exchanges will be entertained should you the customer not be happy upon delivery of floor stock items, when viewed on the showroom floor.

## 11. Merchandise assembled by customers

We will not be liable for any damage to merchandise or personal injury that may arise where the merchandise is purchased unassembled. No refunds /exchange will be entertained for merchandise that has been assembled by you or your representative.

## 12. Merchandise warranties

12.1 All merchandise will carry a one (1) year supplier warranty against latent defects unless otherwise stated.

12.2 All locally manufactured Case Goods (wooden furniture such as, coffee tables, side tables, plasma stands, dining tables, nightstands and headboards), carry a one (1) year guarantee, as wood is a living product we do allow for a certain amount of movement, which is natural for wooden products.

12.3 Kindly consult your store manager on how best to care for your merchandise. In this regard, please note that leather and timber merchandise have natural markings and colour variations due to the nature of the product and these are not defects/signs of damage. All claims are subject to assessment by our trained staff and decisions made are at the discretion of the branch manager.

12.4 Upholstery frames carry a (2) two-year warranty against defective workmanship. This does not apply to fabric and leather, which are dependent on the supplier warranty.

12.5 This warranty will not apply where goods have been altered after leaving the control of Love Maison (Pty) Ltd ta four walls.

12.6 This warranty will not apply where the consumer subjected the goods to abuse or misuse.

12.7 This warranty will not apply when the consumer disregarded the supplier care instructions, this includes damages due to chemicals and water used in the care of your product

12.8 No other warranties, representations or guarantees apply in respect of the merchandise, unless otherwise stated

12.9 No warranties, representations or guarantees apply in respect of fabric or Leather, unless otherwise stated.

12.10 No warranties, representations or guarantees apply in respect of paint

### **13. Storage**

If your completed order cannot be received, four walls will not be able to store the goods and if after 7 days of completion of your order has not been collected or delivered a fee of R200 a day or 10% of the value of the order will be charged, unless otherwise arranged beforehand. These storage fees must be paid in full prior to the delivery or release of the goods.