

Terms and Conditions

These terms and conditions ('T&C') apply between the customer ('you'), and Lectron Billiards ('we\us'). Please keep the original copy of the invoice ('the invoice') if you want to rely on any of the rights in terms of these T&C. We cannot assist you if you do not have the invoice.

1 GENERAL

- 1.1 This document is the entire T&C. No other provision may be included, or read in.
- 1.2 Failure by us to strictly enforce a provision or the periodic relaxation of a provision in this document does not amount to an implied waiver of any provision or of any rights associated to the provision.
- 1.3 These T&C may not be waived, amended, suspended, ceded or transferred unless authorised in writing by head office.
- 1.4 These provisions may not be enforceable where unforeseeable or uncontrollable circumstances exist making it not reasonably possible to perform in terms of this T&C (force majeure).

2 PAYMENTS

- 2.1 Quoted prices are valid for 7 days.
- 2.2 You must pay a 50% deposit of the purchased price into our account, we will start with production as soon as your payment reflects on our Bank Statements. (usually within 24 – 48 hours).
- 2.3 The balance payments must be paid prior to delivery, we will notify you of the estimated delivery date after your balance payment reflects on our Bank Statements. (usually within 72hours).
- 2.4 If you cancel your order within 7 days after your deposit has been paid you will forfeit 10% of your deposit.
- 2.5 If you cancel your order after the 7-day period, you will forfeit your entire deposit and be liable for the balance.
- 2.6 We accept all forms of payment except Cheques, American Express or Diners Club.

3 DELIVERIES

- 3.1 Delivery will take place once we receive the full amount (see 2.3 above). A delivery fee is automatically added to the invoice.
- 3.2 All delivery times are an approximation. Although we try to give the most accurate dates of delivery, we cannot be held liable for any delays that may occur. We will contact you to make arrangements for the delivery. All deliveries will take place on a week day between 09h00 and 16h00, excluding public holidays.
- 3.3 Once delivered, you must inspect the product for any defects whilst our delivery staff are present, and sign a document verifying you received the product and that it is in good condition. We may rely on this document as proof that the product was in good condition when delivered, and that it met your specifications. If the product is not in a good condition, or doesn't meet your specifications, then the product must be returned on the same transport vehicle that delivered the product, otherwise you are responsible for any costs in transporting the product back to Head Office.
- 3.4 On the day of delivery, the area where the product will be placed must be clearly marked and cleared of any furniture, breakable items and pets. Our staff are not permitted to move or rearrange your furniture. We will not be liable for any damages or costs due to your failure to clear the area.
- 3.5 Our products are usually large, therefore it is your responsibility to find out product dimensions and whether the product can fit through any door, stairwell or passage way. We will not hoist the product over any balconies, walls or through windows. If there is no other option but to hoist the product or to implement any other non-standard method to get the product in the desired location, then you must arrange this at your own cost and risk. We do not install or mount the products once delivered. You may be liable to pay any additional delivery costs where you send the product back or where you failed to be at the premises on the date of delivery.
- 3.6 For an upfront fee, we can relocate (transport) your product elsewhere.

4 COLLECTIONS

- 4.1 If you prefer to collect the product at your own expense, then you must transport the product using a suitable vehicle and store the product in the correct manner, as instructed by us. You must supply your own transport equipment (ropes, blankets etc). You must arrange a time and date with Warehouse Manager for collection of products, allow 24 hours for preparation. No collections over weekends or public holidays.
- 4.2 We will not be liable for any damage caused to the product if it is transported by you. The invoice must be presented by you, or any person collecting on your behalf before we release the product.

5 STORAGE

- 5.1 We will charge Warehouse floor space for completed products not being collected or in the case where deliveries are being delayed for whatever reason. Floor space cost will be calculated at R100 per day per product after the initial 14-day grace period. The product will be stored at our facility for a total of 3 months. If you fail to pay the balance (including storage costs) during that time, then we retain ownership of the property.

6 REPAIRS, REPLACEMENTS AND REFUNDS (WARRANTIES)

- 6.1 We offer a 3 month warranty on all our products with the exception of Coin operated products that is rented out to third parties, and a 3 month warranty on imported products. If the product is defective, becomes defective or is no longer usable for its intended purpose before the warranty has lapsed, then we will repair the product or replace it if it cannot be adequately repaired (not including repair or replacement of pockets, cloth or slate). This warranty will not apply if the defect is due to your negligence, or due to normal wear and tear.
- 6.2 You must take proper care of the product, as instructed in our care documents which can be found at www.lectron.co.za - The warranty is void on any products which were not used or maintained in a reasonable manner, as indicated in our care documents or if any repairs or alterations are done to the product by anyone other than us. Our products are not intended for outdoor use.
- 6.3 Our products use natural materials and we cannot guarantee that repaired, replaced or newly manufactured products will look the same as the original or demo products.
- 6.4 We provide materials from other suppliers. The T&C of our suppliers must also be considered when claiming a right in terms of this T&C.
- 6.5 You may only return a product and claim the refund after delivery, if it is in the same condition when delivered and (a) you notify us of the cancellation within 1 week after delivery and return it, at your own expense, within 2 weeks after delivery or (b) it is not useable for your intended purpose, as communicated to us before manufacturing. Refunds in general may only be given as an option of last resort, and only if repairing and replacing the product is no longer possible.
- 6.6 For an upfront fee, we can recover (re-felt) your product. The following warranty exceptions apply in respect of:

(a) STOCK PRODUCTS

This is a product from our standard range manufactured to our specifications. You can request that we change material finishes according to your requirements, however selling prices indicates standard entry materials and may be adjusted according to the selections that you request.

(b) CUSTOM PRODUCTS

This is a bespoke product which does not feature in our standard catalogue. You are responsible for ensuring and verifying the product meets your desired specifications. If you want fabric which we do not ordinarily stock or supply, then you must acquire and deliver the fabric to us at your own cost. We will not refund you for custom products or products that are branded with a bespoke design. A service fee will be charged if we supply or make adjustments to a branded design. If the product needs to be replaced, we agree to replace it with a similar product of equivalent value. Fabric with pattern matching must have clear instructions of the required pattern direction. Timber may vary in grain and perfect matching of colour cannot be guaranteed.

(c) DEMO PRODUCTS

If you purchase any product in store (demo product), then you agree to buy the product as is (voetstoots). There are no warranties for any products purchased in store unless the product has a defect which cannot be reasonably identified in store ('latent defect'). We will repair or replace a product with a latent defect, only if you notify us of the defect within 1 week after purchase. We will use our discretion in deciding if the defect is latent or not

6 JURISDICTION

The South African courts have jurisdiction over any disputes relating to these T&C. If any dispute arises, the matter must first be heard internally by our complaint department, and if that fails, by the appropriate consumer dispute resolution institution. You agree to use the most cost effective judicial institution should the above two processes fail.

(YOUR SIGNATURE) _____

I have read, understand and agree to the T&C applicable to this transaction. I am aware that if I have any questions concerning the T&C, then I can ask a Lectron Billiards representative to explain it to me.