

# Homework

By **M+F**

## CONDITIONS OF SALE

These terms and conditions set forth herein ('these Terms and Conditions') shall apply to all transactions for the supply of Goods entered into, or to be entered into, between M and F Business Furniture (Pty) and other related M and F Companies ('the Company') and the Customer.

Customers are defined as either

- The authorised person or entity whose name appears on the invoice/quotation/credit application, or any person or persons at whose request or on whose behalf the Company undertakes to sell goods, or do any business.

Or

- Third Party shall mean any decorator, designer, agent, architect or person/entity who acts under the instruction or authority of a third party in negotiating with, ordering Goods and/or generally dealing with the Company and/or accepting these Terms and Conditions on behalf of a third party.

Company shall mean

M and F Business Furniture (Pty) Limited (Registration Number: 2003/006201/07); M and F Contracts (Pty) Limited (Registration Number 2016/072660/07); M and F Installation and Services (Pty) Limited (Registration Number 2014/278204/07); M and F Dealer Network (Pty) Limited (Registration Number: 2016/150091/07), companies duly registered and incorporated according to the company laws of the Republic of South Africa, together with its appointees and/or related and/or associated companies.

## QUOTATION AND ORDERS

The Proposal Document/Quotation will be held valid for seven days (7) from date of quotation unless an extension to this date is provided by the Company.

Prices quoted include delivery within Gauteng, to the required delivery point as specified and agreed by the Company and the Customer.

Goods will only be supplied by the Company on receipt of signed quotation and an official purchase order signed by an authorised representative of the Customer.

## PURCHASE PRICE AND PAYMENT

The purchase price accepted by the Customer to the Company shall be payable as follows

- A non-refundable deposit of 80% of the total purchase price shall be payable by the Customer immediately upon acceptance of the Purchase Order; and
- The balance of the purchase price is payable by the Customer on delivery of the goods in accordance with the Purchase Order.

## DELIVERY

A delivery date will be communicated to the Customer on receipt of the Purchase Order, based on factory capacity, stock levels and/or availability of raw materials.

Delivery of the Goods shall be deemed to have taken place when the Goods are delivered to the

designated place as instructed by the Customer and agreed to by the Company in writing or on the Proof of Delivery.

The Customer shall immediately upon receipt of the Goods inform the Company of any errors by way of written notice, to be received by the Company within 48 hours of receipt of the Goods by the Customer.

Any of the Goods delivered to the Customer in error will only be considered for return by the Company provided such Goods are undamaged, have not been tampered with in any way and are not defaced in any way.

The Company shall endeavour to deliver the Goods on the Delivery Date, but shall not be liable for any loss or damage suffered by the Customer as a result of Force Majeure. No liability shall attach to the Company as a result of a failure by it to deliver timeously or at all if such failure is due to circumstances beyond the Company's reasonable control which includes inter alia inability to secure transport, labour or supplies or due to any disturbance out of the Company's control, or due to a delay in performance by the Customer.

If the Customer, due to some fault of its own, cannot accept or should it request the Company in writing to suspend or delay delivery of the goods, the Company reserves the right to claim any additional costs involved from the Customer. This includes, but is not limited to, costs incurred by the Company with regard to, additional insurance,

double handling, additional transport and/or storage costs to the Company and/or other costs incurred by the Company.

As Goods are provided per specification agreed, the Company shall not be obliged to accept returns of Goods for any reason other than to replace a fault which is reported within the 48 hours period.

All delivery notes must be signed by an authorised Customer representative.

All goods delivered are insured until such time as the goods are signed for by the Customers representative.

## GUARANTEES

All furniture products supplied are guaranteed for 5 years subject to normal conditions of fair wear and tear.

All electrical power and charging termination points, and cabling are guaranteed for 1 year subject to normal conditions of fair wear and tear.

Guide lines for the use of electrical units are as follows: maximum rated voltage not exceeding 250v single phase; any damage as a result of being dropped will not be covered by the guarantee; do not wipe or submerge in water as this will cause damage to the unit; any tampering with the unit will not be covered by the warranty; these terms are valid as long as the product is used as directed. If the powerset is modified in any way or been abused, all terms of this guarantee will be void.