

Terms & Conditions

1. Definitions and Interpretations

In these Conditions:

The Customer means the person whose order for the Goods and Services is accepted by the Supplier, or that person's representative, who by contacting the Supplier, warrants his or her authority, and excludes minors, those lacking the legal capacity to contract and any organ of State;

Commencement date means the date on which the first payment is received from the Customer;

The Contract means the standard terms and conditions of sale set out in this document;

The Delivery Date means the time and date by which the Goods and Services are to be delivered, which may be extended where required by the Supplier, provided the Customer is reasonably promptly informed of the new time and/or date;

The Goods means the goods which the Supplier is to supply to the Customer in accordance with these Conditions;

The Services means the Services to be provided to the Customer as set out in the Website;

The Supplier means Appel 'n Ui, represented by Teana Fourie, with principal office at Bear Creek Boulevard, Pearl Valley, Paarl.

The Website means the Supplier's website at www.appelnui.co.za which may be updated from time to time.

2. Basis of Sale and Service

The Customer is deemed to make an offer to the Supplier by placing an order for the Goods and Services by either completing the relevant information on the Website, or by approaching the Supplier by other means.

The Contract is concluded once the Supplier has confirmed the availability of the Goods and received acceptable proof of receipt of the Customer's payment.

It is recorded that such Contract does not result from any direct marketing, but is rather concluded at the initiative of the Customer.

No change to the Contract will be binding on the parties unless the change has been agreed to in writing between the Customer and the authorised representative of the Supplier.

By placing the order or signing up on the Website, the Customer grants the Supplier the right to address marketing material and other correspondence related to the Goods and Services to the Customer, including marketing material which reaches the Consumer outside of ordinary office hours.

Any typing, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier may be corrected by the Supplier without any liability on the part of the Supplier.

The Supplier is entitled to cancel an order should circumstances so require, and shall only be liable to refund monies already paid by the Customer to the Supplier in respect of such a cancelled order.

3. The Goods and Services

Illustrations, photographs or descriptions on the website or in any brochures, price lists or other documents issued by the Supplier are intended as a guide only and the Customer will be assumed

to have viewed the goods (depending on which fabric house or other supplier they originate from) at one of the showrooms of such supplier across South Africa.

The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or which do not materially affect their quality or performance.

If there is an unavoidable delay caused by unforeseen circumstances, including labour stoppage, weather, delays in the Supplier's contractors' operations, interruptions of electricity, etc. or any delays caused by the Customer resulting in a delay in delivery of the Goods, the Supplier will timeously inform the Customer of this delay and will not be guilty of breach of contract as a result.

Volumes of the Goods sold on the Website are limited. Should any product still be offered after stocks having been sold out, the Supplier will only be liable to refund monies where it is unable to fulfil orders at advertised prices.

The Supplier records that the Customer has not informed it of a particular purpose for which the Goods are acquired, or the use to which the Customer intends to apply the Goods.

The Supplier will not be liable for any theft, loss or damage of the Customer's property unless the theft, loss or damage was caused by the Supplier's recklessness.

4. Price

Where the price of the Goods and Services is indicated, such the Supplier reserves the right, by giving reasonable notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions by the Customer or failure of the Customer to give the Supplier adequate information or instructions.

Except as otherwise stated under the terms of any quotation or the pricing reflected on the website, all prices are inclusive of the Supplier's charges for packaging and transport.

The price on the website is the price which the Customer shall pay, it being recorded that the Supplier is not currently registered for Vat, due to it being a small business. In the event that this changes, the Supplier will be entitled to add an additional charge in respect of Vat, at the national rate.

Standard delivery is free for orders totalling R1 500.00 or more across South Africa. All other orders carry a flat rate delivery charge of R150.00. For international orders, the Customer is responsible to obtain a quotation for specific addresses.

5. Payment

The time of payment is a material term of the Contract. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions, then the Supplier shall not be bound by the transaction.

All payments shall be made to the Supplier by using one of the payment mechanisms on the website, if indicated, failing which it shall be made via EFT to the bank account indicated on the invoice forwarded to the Customer.

The date of payment, shall be the date upon which any payment reflects in the bank account of the Supplier.

In order to protect the Supplier's and Customers' interests, the Supplier scrutinises all transactions to prevent attempted fraud. A transaction may be refused if the Supplier is not satisfied with the legitimacy thereof, in which case the Consumer will be notified so that where appropriate alternative arrangements can be made for payment.

6. Delivery and Performance

Subject to availability and receipt of full payment, delivery of the Goods shall be made by the Supplier's contractor to an address specified by the Customer within the Republic of South Africa. If delivery is required outside the Republic, the Customer is requested to email the Supplier with the details and contact person arranged by the Customer. These details are to be forwarded to appelnui@gmail.com.

The Supplier or its courier will inform the Customer of the expected delivery time of the order, but the Supplier will not be liable for any loss caused by a delay for reasons beyond the Supplier / courier's control.

If delivery is not taken by the Customer after a reasonable number of attempts by the courier (as determined by the courier), the Goods will be retained by the Supplier for a period of 8 weeks, whereafter the Goods will be regarded as having been abandoned and the Supplier will be entitled to deal with the Goods as it wishes and for its own account.

7. Passing of ownership, care instructions and product recall

Notwithstanding delivery, ownership of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and Services and any other debt owed by the Customer to the Supplier.

The Customer is advised to treat the Goods strictly in accordance with the care instructions on the Website.

In the unlikely event of a product recall by the Supplier, the Customer undertakes to assist the Supplier in recovering all affected Goods.

8. Warnings and instructions

The Customer agrees to take great care when unwrapping and disposing of the packaging in which our Goods are supplied. Keep the packaging away from children and other vulnerable people. Use appropriate equipment such as scissors to remove the packaging. Children and infants can choke on the plastic and other packaging materials or get strangled, sharp edges can cause cuts and none of the packaging is edible and may be poisonous if ingested.

Where possible, remove packaging and use our Goods in a responsible manner as to avoid injury. Rugs should be used with an Anti-Slip underlay or secured to avoid users slipping when rugs are placed on slippery surfaces.

Our Goods should be kept dry, save when for example towels are in use. Any of our Goods may stain adjacent materials if they are allowed to get wet.

Take all reasonable precautions to guard against fire at the premises where our Goods are used or stored. Our Goods may be flammable.

9. Returns

If on delivery any of the Goods are defective in any material respect, the Customer must give written notice of such defect to the Supplier within three business days of such delivery on appelnui@gmail.com and return the Goods to the Supplier by packaging each item to be returned securely, as far as possible in the same manner as originally packaged for delivery to the Customer, and then hand them to the Supplier's courier service at the arranged time and at the original delivery address.

The Customer must also provide proof of payment and the written reason for the return.

Provided the Supplier's or its appointed quality assessor has signed the returned goods off as (i) defective or (ii) substantially different from the Website description (taking into account the responsibility of the Customer to have acquainted itself with the true colours at any available showroom), or (iii) in the case of made to order items, substantially different from the specifications, the Supplier shall then-

replace the defective Goods within 14 days, to the extent that this is possible, or where impossible, replace the defective Goods with Goods as similar as possible to the Goods as the Supplier is able to source; or
refund to the Customer the price for the Goods which are defective using the same payment method as the original payment, or
repair the Goods and deliver them to the Customer.

Returns and requests for replacements or exchanges must be made within 7 days of delivery.

The Supplier shall be under no liability in respect of any defect arising from fair wear and tear or any wilful damage, negligence by any other party, subjection to abnormal conditions, used for a purpose other than their usual intended purpose, storage, transport or cleaning contrary to the warnings or care instructions issued by the Supplier, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third parties.

Goods must be returned without any evidence of dog hair. No fabrics or wallpaper that has been cut may be returned, it being the responsibility of the Customer or its upholsterer/ installer to verify that the Goods are in the desired state, prior to any working commencing in respect of with thereof.

Goods, other than defective Goods returned under clause 8, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

Cancelled and/or returned orders are subject to collection charges of R250.00 per order, except where the bulk or number of Goods returned require special transport arrangements- in that case a quotation will be submitted to the Customer. These charges must be paid by the Customer. However, if the goods are found to be faulty in a material respect, the Supplier will refund the Customer the collection charge.

The Supplier will consider an exchange or refund of Goods that are not defective if unused, undamaged and in their original condition, and they have been returned within 30 days of delivery.

Due to practical and legal challenges, no returns are accepted for international orders.

Due to the nature of the manufacturing process:

The Supplier cannot accept returns of rugs because of a width variance of +/-3%; the Customer acknowledges that it is aware that dye variation may also occur in all rugs and across different lots of wallpaper and fabrics.

Goods cannot be returned for reasons that disclosed to the Customer on the Website, e.g. that the item is shop soiled. Sale items may not be returned, unless wholly defective or unfit for the purpose that the Goods were purchased for.

10. Liability

Except in respect of harm caused by the Supplier's gross negligence, the Supplier will not be liable for damages, loss, costs, claims or expenses (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and / or Services.

11. Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Contract by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, weather, illness etc. the party shall not be deemed to be in breach of its obligations under this Contract. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

If and when the period of such incapacity exceeds six months, then this Contract shall automatically terminate unless the parties first agree otherwise in writing.

12. Waiver

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13. Severability

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by this finding.

14 Governing Law and Jurisdiction

The Contract is governed by the law of South Africa, it being recorded that the agreement came to be in South Africa.

15 Resolution of disputes

Any dispute between the parties relating to these terms will be decided by arbitration, unless either of the parties applies for urgent legal action. The parties hereby appoint M. Roux of DFG Attorneys, or any other legal firm appointed by them in writing to adjudicate any dispute that may arise in terms of this agreement.

16. Changes to terms and conditions

The Supplier reserves the right to change these terms and conditions from time to time in accordance with standard business and legal practice.

17. Agreement

By entering into the sale agreement with the Supplier, the Customer agrees that it understands these terms and agrees to abide by them.