

TERMS AND CONDITIONS

Please read these terms and conditions carefully as they contain the legal terms and conditions that you agree to on each occasion when you purchase goods from Crane's Nest.

1 **Definitions**

- 1.1 We Are: **Crane's Nest** (registered as K2013/225395/07)
- 1.2 Company Reg No: 2013/225395/07
- 1.3 Office / Workshop Address: 7 Pascal Circle, Newcastle
- 1.4 Email : info@cranesnestfurniture.co.za / cranesnest2@gmail.com
- 1.5 Telephone: 034 312 1410 / 081 702 1546 / 082 785 9199
- 1.6 Fax: 086 651 9331
- 1.7 The following terms and conditions regulate inter alia the terms of delivery and merchandise refunds/exchanges between you and Crane's Nest.

2 **Applicable Law**

- 2.1 Any dispute that may arise between you and Crane's Nest will be subject to prevailing South African Laws.

3 **Quotations**

- 3.1 Quotations are valid for 14 days from date on quotation.
- 3.2 Prices are subject to change
- 3.3 Projected delivery date may vary due to any unforeseen circumstances.
- 3.4 Any alterations made once quotation is accepted and order is confirmed are payable in full in advance.
- 3.5 Initial cutlist / specifications provided are used for quotation purposes only, the final cutlist / actual specifications will be utilised for invoicing.

4 **Ordering**

- 4.1 All products you order, including furniture, will be made in accordance to the instructions and specifications you have discussed with us. Details of your order should be checked by yourself and confirmed as correct when your order is placed (We do not hold ourselves responsible for any incorrect orders placed.)
- 4.2 ACCEPTANCE OF ORDER: Your order becomes binding as soon as we have accepted it. Once your order has been accepted we reserve the right to cancel an order in circumstances which are beyond our reasonable control.
- 4.3 ORDERING ERRORS: We cannot correct ordering errors made by you. It is your responsibility to check your quotation / invoice and supporting documentation to ensure that we will be providing the correct items (including finishes).
- 4.3.1 When placing an order – ensure that the type of timber and colour of stain requested are correct. Crane's Nest will always try their best to match colours. Bear in mind that solid timber has different grains and colours can vary from one tree to another and all our products are hand crafted and can therefore not be compared to veneer furniture.
- 4.3.2 There can be a variation in colours – especially when items are manufactured at different times. Old solid wooden furniture colours will be different to newly manufactured furniture. Time changes colours of timbers.
- 4.3.3 Very important to note that timber can have different grains, blemishes and colours, which is a natural aspect of wood, not a defect in the wood.
- 4.3.4 Some products are made from reclaimed, recycled or salvaged wood and will therefore have nicks, marks and imperfections. Some products may have nails, holes and metal visible and are hand crafted creating character which are part of the look and are not defects or signs of damage or poor quality. Some products are not sealed and therefore care needs to be taken during day to day use.
- 4.3.5 Crane's Nest cannot be held liable for incorrect measurements / orders being placed.

1 **Ownership**

- 1.1 Until full payment has been made, ownership of all merchandise vests with Crane's Nest.
- 1.2 Customers who 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.
- 1.3 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.

2 **Delivery Commitment**

- 2.1 Crane's Nest does not ordinarily offer a delivery service, however, delivery and installation can be arranged and will be invoiced according to the kilometer's travelled and time spent on site.
- 2.2 Where Crane's Nest has agreed to deliver to you the customer, we will best endeavour to deliver the merchandise on the date and time as agreed upon finalisation of the order, however, due to circumstances beyond our control there may be unexpected changes to the agreed delivery date and time.

3 **Lead Times**

- 3.1 Lead times for completion of orders are 4-6 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.
- 3.2 The lead times above specifically exclude made-to-order items as those items may require raw material orders which are as per the respective supplier's turnaround time.
- 3.3 Should there be a delay on the completion of the order on the customer's side, Crane's Nest will grant the customer 3 months in order to sort out the delay, if after 3 months, the order can still not be finalized, Crane's Nest will consider the order as complete and will sell any items in our possession to defray the costs incurred for the order and the storage of the items.

4 **Deliveries/Collections/Storage**

- 4.1 No deliveries/collections will take place until payment for the merchandise is made in full and cleared by our bank.
- 4.2 Deliveries by us will take place within designated areas, and during office hours on working days, or on agreement with the owner
- 4.3 Crane's Nest will only make deliveries where the merchandise can fit in lifts, staircases or through doors and merchandise will not be hoisted onto balconies.
- 4.4 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.

- 4.5 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.
- 4.6 Should the delivery crew be required to move any furniture to make space for the delivery of the merchandise, Crane's Nest will not be held responsible for any resulting damages to the new or existing furniture or interiors whatsoever.
- 4.7 Any additional costs due to failed deliveries, access problems and/or failure to adhere to the appointment time will be for your account.
- 4.8 Any other services required to complete delivery of your order i.e. plumbing, electrician, builders etc. will be outsourced and charged accordingly.
- 4.9 If on completion of your order you are not able to receive it, Crane's Nest will be willing to store it for you for a maximum period of 4 weeks after the delivery date at no extra charge. Crane's Nest will not be held responsible for possible damage to your furniture while in storage and we suggest that you either arrange alternate storage or notify us in good time of your predicament and we will make the necessary arrangements to store it for you. If your order remains in storage at Crane's Nest for longer than the agreed 8 week period, you will be charged a monthly storage fee of 10% of your invoice.
- 4.10 Should you not collect your items within 3 months from date of delivery (in terms of restorations) or from date of completion, Crane's Nest reserves the right to sell the said items to defray costs.

5 Proof of delivery/collection and damage to delivered/collected merchandise

- 5.1 A signed proof of delivery/collection by you, the customer, or a representative, without annotations, is proof that you have received the merchandise in good order and condition, i.e. undamaged. If there is any damage to the merchandise, this must be annotated/ recorded on the proof of delivery/collection upon delivery and reported by you, the customer, in writing to Crane's Nest within 24 hours. Refer to clause 12 below regarding exchanges/refunds.

6 Collections from Crane's Nest

- 6.1 The person collecting the merchandise must produce an original order confirmation, (to which these terms and conditions are attached), as well as the original proof of full 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 11.

7 Special Orders

- 7.1 All Special orders require a 60 % deposit and no order will be processed until the deposit has been paid. If the order is cancelled within 5 days of having paid the 60% deposit, the greater of 10% of the deposit or the actual cost incurred by Crane's Nest will be forfeited as a handling fee. All special orders cancelled after that period will forfeit the full 60% deposit.
- 7.2 Special orders already delivered will not be refunded /exchanged.
- 7.3 Once designs have been accepted and the deposit paid, Crane's Nest will immediately commence with the order. If there are any delays on the customer's part, clause 3.3 above will come into play.

8 Refunds and Exchange Policy

- 8.1 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 8 and 9. For special orders, refer to clause 11 above.

- 8.2 All other Returns

- 8.2.1 Crane's Nest offers a 7 day exchange or refund policy on all purchases excluding items on sale, promotional lines, and the other restrictions specifically listed in this document.
- 8.2.2 Apart from the aforementioned and the provisions of clauses 8,9,10,11 and 13, we will only accept the return of merchandise that is returned within 7 days of delivery provided that:
- o - The merchandise is in the unused condition it was delivered in
 - o - Original proof of purchase is provided
- 8.2.3 Refunds will be done in the original tender type and the original credit card used for the purchase must be produced for the refund.
- 8.2.4 A payment that is done in multiple tender types will be refunded as per the split of the original payment by tender type. For a part refund the customer has the option of choosing the tender type refund as long as this is within the limits of the original split.
- 8.2.5 Debit card refunds can only be processed within 7 working days. No debit card transaction reversals can be processed via the in-store speedpoint terminals or in cash.
- 8.2.6 EFT refunds will be made via EFT within 7 working days.
- 8.2.7 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 Crane's Nest.
- 8.2.8 Cash refunds will be processed via EFT within 7 working days.
- 8.2.9 All reversals processed via a speed point are subject to the relevant Bank's turnaround time for the clearing of the funds. Unfortunately, this is not within the control of Crane's Nest and all queries must be escalated to the relevant Bank.

9 Items on Sale

- 9.1 All Sale items are sold voetstoets and are strictly non-refundable.

10 Merchandise assembled by customers

- 10.1 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/your representative.

11 Merchandise warranties

- 11.1 All merchandise will carry a one year supplier warranty against latent defects unless otherwise stated.
- 11.2 All manufactured Case Goods (wooden furniture such as, coffee tables, side tables, plasma stands, dining tables, nightstands and headboards), carry a five (5) year warranty
- 11.3 All fabrics carry a 1 year warranty for latent manufacturing defects
- 11.4 Kindly consult Crane's Nest on how best to care for your merchandise. In this regard, please note that timber merchandise has 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 owner.
- 11.5 Dining chairs carry a 1 year warranty
- 11.6 This warranty will not apply where goods have been altered after leaving the control of Crane's Nest
- 11.7 This warranty will not apply where the consumer subjected the goods to abuse or misuse.
- 11.8 This warranty will not apply when the consumer disregarded the supplier care instructions.
- 11.9 No other warranties, representations or guarantees apply in respect of the merchandise

11.10 Wood Movement: South Africa, particularly inland areas, has a climate with extreme temperature and humidity variations. This could cause solid wood furniture to move or crack, especially along joins. This is normally easily fixed with the application of an appropriately coloured wood filler. In the event that you cannot fix this yourself within the 12 month warranty period, we will repair or swop out the item at no charge or refund as per clause 9 herein.

12 ***Cheque Payments***

12.1 Crane's Nest preferred methods of payments are EFT or Credit/Debit cards. Should you choose to pay by cheque, this may take up to 14 business days to clear. For special orders, your order will only be processed after the cheque has cleared. All payments must be in local currency (ZAR).