

TERMS AND CONDITIONS GOVERNING THE SALE OF GOODS

1. INTERPRETATION

In these terms and conditions the following expressions shall have the meanings assigned to them below:

- 1.1. "Agreement" means these terms and conditions;
- 1.2. "CPA" means the Consumer Protection Act, 68 of 2008;
- 1.3. "Delivery" means the actual delivery or collection of the Goods in terms of clause 8;
- 1.4. "Goods" means the product's described in the Offer to Purchase;
- 1.5. "Offer to Purchase" means the form headed 'offer to purchase' which records the Good the Purchaser wishes to purchase;
- 1.6. "Purchaser" means the person that, or an entity on whose behalf a person, has signed the Offer to Purchase;
- 1.7. "Shopping Cart" means the webpage on UFO's website which records the Goods the Purchaser wishes to purchase;
- 1.8. "Special-Order Goods" means goods that the Purchaser requires UFO to specifically create or specifically alter or modify to satisfy the Purchaser's specified requirements;
- 1.9. "UFCC" means Furniture Clearance Centre;
- 1.10. "UFO" means United Furniture Outlets, a trading division of Lewis Stores (Pty) Ltd with registered address at 53A Victoria Road, Woodstock, Cape Town and company registration number 1946/023387/07; and
- 1.11. "ECTA" means the Electronic Communications and Transactions Act, 25 of 2002.

2. PURCHASE, PRICES AND DISCOUNTS

- 2.1. The Purchaser, by signing the Offer to Purchase or proceeding to place an order via the Shopping Cart, offers to purchase the Goods on the terms and conditions contained in this Agreement.
- 2.2. The purchase price is reflected on the Offer to Purchase or Shopping Cart and all prices quoted are inclusive of Value Added Tax.
- 2.3. If a price for the Goods contains an inadvertent and obvious error, UFO is not bound by that price if:
 - 2.3.1 UFO has corrected the error in the displayed price; and
 - 2.3.2 insofar as an incorrect price may have been displayed to the Purchase, UFO has circumstances to inform the purchaser of the error and the correct price taken reasonable steps in the for the Goods.
- 2.4. Goods purchased at a higher price than a future promotional price will not be subject to a discount.

3. PAYMENT OF PURCHASE PRICE

- 3.1. UFO is only obliged to perform its obligations in terms this Agreement once payment of the full purchase price as reflected on the Offer to Purchase or Shopping Cart has been received by UFO. The sale will only be invoiced and delivery/collection will only take place once payment of the full purchase price has been received by UFO. The Purchaser may

collect the Goods, or UFO will arrange for the delivery of the Goods, in terms of clause 8 if so elected by the Purchaser.

- 3.2. UFO accepts payment in cash, via credit cards and electronic fund transfer (EFT) only. UFO does not accept payment by means of cheques.
- 3.3. UFO will contact the Purchaser and notify them that the Goods are ready for delivery or collection and the Purchaser will make payment of the full purchase price or any balance of the purchase price that is outstanding together with any amounts otherwise due in terms of this agreement to UFO, within 5 (Five) days from being notified that the Goods are ready for collection or delivery, as the case may be.
- 3.4. In the event that the Purchaser has paid a deposit to UFO, then the balance of the purchase price must be paid by the Purchaser:
 - 3.4.1 In terms of clause 3.3; or
 - 3.4.2 by no later than the date stipulated on the Offer to Purchase, if applicable; or,
 - 3.4.3 at such later date as may be agreed to by UFO in its sole discretion.

4. DEPOSIT

- 4.1. Deposits made by Purchaser are used in relation to the order and the Purchaser shall not have any claim against UFO for interest or unjust enrichment or any similar claim in respect of the deposit.
- 4.2. Any refund of a deposit will be subject to the provisions of clause 7 of this Agreement.

5. SPECIAL-ORDER GOODS

- 5.1. If the Goods described in the Offer to Purchase are designated as Special-Order Goods, this clause 5 will apply in addition to any other relevant provisions of this Agreement.
- 5.2. The Purchaser and UFO will agree on the nature and details of the special order and the full description of the Special-Order Goods to be supplied to the Purchaser ('Specifications') will be as recorded on the Offer to Purchase and be signed off by the Purchaser.
- 5.3. If the Purchaser requests any services to be performed by UFO in relation to any Goods which services materially affect the description of the Goods, including but not limited to the application of Leather Guard or Fabric Protection to the Goods (but excluding delivery as a service), this will be deemed to render the Goods in question Special-Order Goods once such services have been performed in respect of the Goods, and such Goods will accordingly be subject to this clause 5.
- 5.4. UFO will notify the Purchaser that the Special-Order Goods are ready for delivery or collection, as the case may be, in terms of clause 3.3 or clause 8.
- 5.5. Subject only to the provisions of clause 5.6 of this Agreement, the Purchaser shall not under any circumstances be entitled to cancel any order for Special Order Goods or refuse to collect or take delivery of any Special-Order Goods, and shall accordingly not be entitled to any refund of any amounts paid to UFO in respect of Special-Order Goods and shall be liable to settle the full purchase price or any outstanding balance of the purchase price and any other amounts otherwise due to UFO in terms of this Agreement in accordance with clause 3.3.

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5.6. Upon collecting or taking delivery of the Special Order Goods, the Purchaser shall inspect the Special Order Goods and shall only be entitled to reject the Special-Order Goods, cancel the Offer to Purchase and claim a refund where the Special- Order Goods on a reasonable assessment are found to materially not comply with the Specifications.

5.7. Prizes not claimed within 6 months will be forfeited

6. GOODS ORDERED OR RESERVED FOR THE PURCHASER

6.1 Should the Offer to Purchase contemplate Goods that are to be ordered or reserved by UFO for the Purchaser, this clause 6 will apply in addition to any other relevant provisions of this Agreement.

6.2. The Purchaser hereby acknowledges and agrees that:

6.2.1 a materially correct and exact description of the Goods has been recorded on the Offer to Purchase;

6.2.2 any deposit made by the Purchaser in respect of the Goods will be dealt with in terms of clause 4;

6.2.3 the Purchaser will be entitled to pay such further amounts towards the settlement of the full purchase price as it may choose from time to time subject to clause 4.1

6.2.4 the Purchaser shall be obliged to make payment of the full purchase price or any balance of the purchase price outstanding (as contemplated in clause 3.4) by no later than the date stipulated for final payment in the Offer to Purchase and in terms of clause 3.3; and

6.2.5 should the Purchaser cancel the Offer to Purchase, it will be liable for cancellation fees and other penalties as charged by UFO, in terms of clause 7.

6.3 In the event that the Purchaser has not paid the full purchase price by the date stipulated in the Offer to Purchase then UFO may elect, at its sole discretion to either:

6.3.1 notify the Purchaser in terms Of clause 3.3 to collect or take delivery of the Goods and settle the full purchase price; or

6.3.2 extend the date on which the full purchase price is payable and charge storage fees in terms of clause 8.6; or

6.3.3 without derogating from any other rights that UFO may have in law, cancel the Offer to Purchase and charge cancellation and administration fees in accordance with the provisions of clause 7.

7. CANCELLATION, REFUND AND PENALTIES

7.1. In terms of the CPA, the Purchaser may cancel their purchase and receive a full refund, subject to clause 7.2 below, in the following circumstances:

7.1.1 goods were purchased as a consequence of direct marketing by UFO and the Purchaser chooses to return the Goods within 5-days of purchase/ receipt of the goods;

7.1.2 the Purchaser did not have an opportunity to examine the Goods prior to their purchase and, upon receipt of the Goods, immediately rejects delivery of the Goods, and

7.1.3 the Goods were purchased for a particular purpose which was communicated to UFO and, within 10-days of receipt of the goods, the Purchaser notifies UFO that the goods do not satisfy the intended purpose with which they were bought.

7.2 UFO may charge the Purchaser for necessary restoration costs to render the returned goods fit for re-stocking.

7.3. A refund will not be possible, where the goods purchased was by way of special 1 arrangement or custom order, where the Purchaser was given the opportunity to inspect the goods prior to purchase, where the goods have been damaged due to the Purchaser's negligence, the goods have been disassembled, permanently installed, physically altered, used or installed contrary to our or the manufacturer's instructions and/or being subject to misuse or abuse.

7.4 Should the Purchaser discover his/her Goods to be defective or faulty, within the first six (6) months after purchase, the Supplier will collect the goods at its expense and at the Purchaser's election, repair or replace the goods or refund the Purchaser.

7.5 The Purchaser must at all times retain proof of purchase and produce such proof of purchase in the event that the Purchaser wishes to return Goods, request a refund or replacement in respect of Goods, or have Goods repaired.

7.6 Should the Purchaser be entitled to a refund of any amount or deposit, or part thereof, UFO shall pay such refund to the Purchaser by EFT, or as otherwise agreed with the Purchaser. Please note that such refund may take up to 14 (fourteen) days to process.

7.7 In the event of a cancellation of an order or reservation of Goods made by the Purchaser in terms of clause 6 of this Agreement, UFO shall be entitled to charge the Purchaser and, where applicable deduct from the Purchaser's deposit, or any payment received by UFO from the Purchaser, an amount equal to the greater of R1000 or 10% of the purchase price of the Goods, as a cancellation and administration fee. The balance of any or any other payment/s received by UFO from the Purchaser shall be returned to the Purchaser subject to the provisions clause 7.3

7.8 Where UFO allows the Purchaser to return Goods or grants a refund to a Purchaser or allows the replacement or repair of Goods in circumstances where UFO is not in law obliged to do so, the Purchaser will be liable for all costs incidental to the transportation and/or collection of the Goods and such transportation and/or collection shall be at the Purchaser's risk.

7.9 In terms of Section 44 of ECTA, The Purchaser is entitled to cancel any sale concluded on UFO's website (online sales) within 7 days after date of receipt of the Goods and to obtain a refund. The Purchaser however will still be liable for the cost of returning the Goods if the Goods were dispatched or shipped within the 7-day period. The cost will be the delivery/dispatch fee for delivery of the initial order and a return fee which is equivalent to the delivery charge and any handling fees. These will be deducted from the refund. This does not apply if the Goods have been assembled, partly assembled or where the original packaging has been discarded.

7.10 Any charges or costs which are imposed by UFO as a result of the Purchaser's breach of any provision of this Agreement shall in no way exclude, or derogate from, UFO's rights in law to otherwise claim damages, restitution or compensation from the Purchaser.

7.11 Other than at the discretion of UFO and at all times subject to 7.4, no refund or replacement of Goods will take place based on the Goods not fitting through a day or into a room. The Purchaser is to make sure of all measurements ordering the goods.

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8. COLLECTION AND DELIVERY

- 8.1. Provided that the Purchaser has complied with the provisions of clause 3 and all amounts due by the Purchaser have been received by UFO, UFO will either:
 - 8.1.1 contact the Purchaser and the Purchaser may elect to either:
 - 8.1.1.1 collect the Goods from UFO at the address at which UFO stores the Goods; or,
 - 8.1.1.2 request that the Goods be delivered to the address stipulated by the Purchaser on the Offer to Purchase or Shopping Cart.
 - 8.1.2 deliver the Goods to the Purchaser at the address recorded on the Shopping Cart webpage or as agreed between the Parties in the Offer to Purchase.
- 8.2. If the Goods are ready for delivery or collection prior to the Expected Delivery Date (as recorded on the Offer to Purchase), then UFO may, at its sole discretion, notify the Purchaser and, provided that the purchase price has been paid in full, the Purchaser may elect to either:
 - 8.2.1 agree on a new time and date for the Goods to be collected or delivered; or
 - 8.2.2 request that UFO stores the Goods until a later date, as agreed between the Parties.
- 8.3. If the Purchaser has elected to have UFO deliver the Goods in terms of above and UFO will agree on a date and time (which may be within an estimated range of times e.g., between 9am and 12 pm) for the delivery of the Goods to take place. The Purchaser must be present during the agreed time frame, on the date and at the address agreed upon, in order for the Purchaser to inspect the Goods when they are delivered. If the Purchaser is not personally present to take delivery of the Goods, the Purchaser hereby irrevocably agrees and consents that any adult who is apparently in charge at the address and indicates that he/she is entitled to take delivery of the Goods on behalf of the Purchaser shall be the Purchaser's authorised agent for purposes of inspecting the Goods and signing the invoice in terms of clause 8.4.
- 8.4 By signing the invoice when the Goods are collected or delivered, the Purchaser agrees and acknowledges that the Purchaser (or its authorised agent in the circumstances in contemplated in clause 8.3), has satisfied itself that the Goods are free from defect and fit for the purposes for which the Goods have been purchased. The signing of the invoice will constitute acceptance by the Purchaser, or the Purchaser's authorised agent, of the Goods.
- 8.5. The cost of delivery, as set out in the Offer to Purchase or Invoice (if subsequently so agreed), will be for the account of the Purchaser, including the costs of any subsequent delivery in the event that the initial delivery is unsuccessful by reason of no one being present at the address on the agreed date and within the indicated time frame to accept delivery of the Goods.
- 8.6 Any storage of the Goods required by the Purchaser, or required as a result of the Purchaser's failure to collect the Goods within the period stipulated in clause 3.3, or to accept delivery of the Goods on the agreed date, or to make payment for the Goods in terms of this Agreement, will be charged at a monthly rate equal to 4% (four percent) of the purchase price of the Goods.

9. OWNERSHIP

Risk in and ownership of the Goods will pass to the Purchaser once the Goods have been collected by the Purchaser or delivered to the Purchaser and the Purchaser, or the Purchaser's authorised agent, has signed the invoice in terms of clause 8.

10. LIMITATION OF LIABILITY

UFO shall not be liable to the Purchaser for any consequential loss or damages suffered by the Purchaser as a result of a negligent breach of this Agreement by UFO (in other words, if UFO has failed to take the care that could reasonably expected of it). This clause does not exclude UFO's liability if UFO commits a grossly negligent or intentional breach of this Agreement.

11. NOTICES AND DOMICILIUM

- 11.1 UFO selects the address at which it will receive any notices in terms of, or arising from, this Agreement as 53A Victoria Road, Woodstock, Cape Town 7925.
- 11.2 The Purchase selects as their address at which he/she will receive any notices in terms of, or arising from, this Agreement as the address set out on the Offer to Purchase or as indicated as the delivery address on the Shopping Cart webpage.

12. GENERAL

- 12.1 This Agreement and the disclosure in the case of goods being purchased from a UFO clearance centre together with the terms therein constitutes the whole of the agreement between UFO and the Purchaser relating to the purchase of the Goods and no amendment, change or cancellation will be of any force or effect unless it is put in writing and signed by UFO and the Purchaser or a person, they have properly authorised to represent them.
- 12.2. No waiver of any of the terms and conditions of this Agreement will be binding or have effect for any purpose unless it is put in writing and signed by the party waiving the term or condition, and any such waiver will be effective only in the specific instance and for the purpose given.
- 12.3 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such offending terms or conditions will be severable from the remainder of the Agreement (in other words, can be treated as if they are not part of the Agreement) and the remaining terms and conditions will continue to be valid and enforceable.
- 12.4. This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating hereto will be determined in accordance with such law.
- 12.5. If a dispute arises between UFO and the Purchaser under this agreement, they both agree to the exclusive jurisdiction of the Magistrate's Court to hear that dispute insofar as that Court would otherwise have jurisdiction to hear that dispute. ("Jurisdiction" means

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the Magistrate's Court's power to consider the case and rule on that dispute.) However, this it is otherwise entitled to do by law.

13. ONE YEAR MANUFACTURER’S WARRANTY PERIOD

- 13.1. UFO Goods and Special-Order Goods carry a one (1) year manufacturer’s warranty from date of delivery.
- 13.2 In respect of lounge-suites, the one (1) year manufacturer’s warranty only provides cover on the frame and structure of the lounge suite.
- 13.3 This one (1) year warranty does not apply to: -
 - 13.3.1 goods damaged by accident, abuse, neglect, misuse or maltreatment;
 - 13.3.2 damage caused by forces of nature, acts of God, storm, floods, lightning;
 - 13.3.3 unauthorised repairs by unqualified persons;
 - 13.3.4 normal wear and tear, indentations, scratches and surface damage caused by failure to protect and maintain the furniture properly;
 - 13.3.5 variation in colour, grain or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight or the elements;
 - 13.3.6 incorrect cleaning materials or substances used in the care and maintenance of the product