

New Dimension Interiors (Pty) Ltd

TERMS AND CONDITIONS

1. The customer acknowledges that they are fully aware that this is a binding contract. Upon signing this contract or making a payment as a deposit, the customer will be bound by the terms and conditions hereof. This contract shall not be binding on the company until this contract has been signed by the duly authorised officer of the company.
2. Ownership of the goods sold, supplied, delivered and installed by the company shall remain vested in the company until such time the contract price has been paid for in full by the customer to the company. All risk in respect of the goods sold, supplied, delivered and installed shall pass to the customer upon delivery to the customer site irrespective of whether the goods have been installed or not.
3. Until payment in full is received by the company, the customer agrees not to remove and/or allow the goods to be removed from the customer site without the company's written permission to keep the goods complete and in good condition and not allow the goods to be encumbered by operation of law or otherwise.
4. The delivery date is approximate only. While every effort will be made to deliver and where applicable commence with installation of the goods on the customer site on the delivery date, failure to deliver and where applicable install the goods for any reason whatsoever whether such delay is in whole or in part the company's, the customer will not be entitled to cancel this contract and will furthermore not be entitled to any compensation whatsoever for any such delays.
5. Unless otherwise agreed to in writing the customer agrees that there is no responsibility upon the company to attend to any building, tiling, flooring, plumbing, electrical and/or to remove any existing cupboards, flooring, tiling, skirting boards and other work, nor is it obliged to have any such work affected by any of its associates and or subcontractors. Delays caused as a result of such work not being the responsibilities of the company may be charged for at the then current rate and same and payment for which will be made by the customer to the company on completion of installation.
6. All pricing in this contract shall be fixed for a period of 30 (thirty) calendar days from the date on the face hereof, provided that the goods have been delivered and where applicable installation commenced within 30 (thirty) days. Beyond this period, all pricing will be escalated according to the PPI rate as published by statistics South Africa, relevant to the cabinetry industry.
7. Unless otherwise agreed to in writing, payments of the full contract price shall be made by the customer to the company as follows:
 - 7.1. Deposit of 50% (fifty percent) payable on signature by the customer of this contract
 - 7.2. The remaining 50% shall be payable
 - 7.2.1 If the company is not installing the goods upon delivery of the goods to the customer
 - 7.2.2 If there is a responsibility upon the company to install the goods, then unless otherwise agreed to in writing 40% payable at the time of delivery of the goods to the customer and 10% payable on completion of installation.
8. In the event of the customer failing to make payment in the manner as set out in clause 7 the company will be entitled to retain the goods and in respect of each aborted delivery due to a breach by the customer as set out above the customer shall be obliged to pay the company 2% (two percent) of the contract price as an agreed penalty for each such breach, alternatively the agreed on damages suffered by the company due to each such breach by the customer.
9. If the company and the customer have agreed that payment of any amount of the contract price is to be affected by the customer on completion of installation, then the procedure to be followed by shall be as follows:
 - 9.1. Within 7 days of completion of installation the customer shall request a meeting at a mutually acceptable time at the customer site to mutually agree and record in writing a list of any shortages and or incomplete work which list will be signed by the company and customer and form part of this contract. The list shall be considered as the final list and no further shortages and or details of incomplete work shall be submitted by the customer and there shall be no obligation whatsoever upon the company to attend to any other shortages and/or incomplete work other than those enumerated in the list any damage defects shortages and/or incomplete work attributed to the actions and responsibilities of any party then the company will not form part of this list and the company will not be responsible to attend to these damages defects shortages or incomplete work.
 - 9.2. The company will attend to this list of shortages and or incomplete work following which the balance due on completion of installation and or any other outstanding payments will become immediately payable by the customer to the company.
 - 9.3. Should the customer fail to request a meeting with in the period set out in 9.1 or through no fault of the company fail to meet that mutually agreed time then a customer shall be deemed to have accepted the goods sold and installed as is above the company from any further obligation in relation to any damage short shortages and complete uncompleted work and the balance of the contract price or any other outstanding payments due on completion of installation will be coming immediately payable by the customer to the company.
 - 9.4. Should the parties fail to agree on the list of shortages and incomplete work within the period set out in clause 9.1 or such a longer period as the parties may agree, either party may request the Kitchen Specialists Association (KSA) to determine the list of shortages and incomplete work and their decision shall be final. Any costs associated with the services of the Kitchen Specialist Association (KSA) will be borne equally by both the customer and company.
10. If the total contract price or any portion thereof is to be paid by a developer and/or building contractor to the company for a PC allocation allocated by the developer and/or building contractor for the same and the developer and/or building contractor fail to make payment according to the payment terms contained herein, the customer will become liable to make payment according to the payment terms contained herein.
11. If any payment in terms of this contract is not made by the customer on or before the date to the company then:
 - 11.1. Any discounts agreed to on the face here of shall be forfeited by the customer and the customer agrees that the total contract price excluding the discount and including VAT will now be paid by the customer to the company. In addition, the company may impose a late payment charge equal to 2% above the First National Bank overdraft rate as charged to its clients in the private sector from time to time and
 - 11.2. Any warranty agreed to in writing relating to the goods sold and all the customer installation there are shall fall away and be of no force or effect and the customer shall accept the goods and or the installation there are as is and there shall be no obligation upon the company in terms of such warranty.
12. Any extension given for payment in terms of this contract or any indulgence shown by the company to the customer shall not be binding on the company and shall in no way Prejudice the rights of the company.
13. All amounts set out in this contract as stated are exclusive of VAT.
14. Unless further limited elsewhere in this contract the entire liability of the company and the customers exclusive remedy for damages from any course related to or arising out of in connection with the contract regardless of the form of action whether in contract or in delict will not exceed a refund, against return of the goods of that portion of the contract price already paid by the customer to the company.
15. The customer agrees that the company will have no responsibility or liability in the event of the customer and all others suffering any injury or loss or damage arising out of the use of the goods delivered and/or installed.
16. In the event of a customer failing to comply with any obligations in terms of this contract and more in particular failing to make payments of any and/or all amounts on or before the due date, then the company shall have the right to:
 - 16.1 Cancel the contract, repossess the goods sold or supplied or installed and to claim from the customer such damages as the company may have suffered which will immediately become due and payable by the customer to the company and/or
 - 16.2 Institute action against the customer for payment of all amounts becoming payable in terms of this contract which amounts will immediately become due and payable by the customer to the company.
 - 16.3 It is specifically placed on record that until such time as the company has calculated its damages in terms hereof it shall be entitled to retain all payments which have been made by the customer to the company up to the date of cancellation.
17. The company and customer consent to the jurisdiction of the Magistrates' Court having jurisdiction over their person in terms of section 28 of the Magistrates' Court Act of 1944 as amended. This consent shall however not prevent the company proceeding in another court which has jurisdiction over any action to be instituted.
18. Any notice to be given in terms of this contract shall be in writing and sent to the address of the party shown overleaf which address shall be the citandi et executandi chosen by each party for same. Either party will be entitled to change such address upon 7 days written notice to the other party.
19. The company and customer agree that this contract constitutes the entire agreement between them and supersedes all prior negotiations understandings and agreements written and/or verbal between them with respect to the subject matter of this contract and that no variation, alteration, additions or cancellation shall be of any force and effect unless in writing and signed by both the customer and the company.
20. The company may refer the customer to other companies and or third parties having goods and services regardless of any recommendation or referral or introduction made by the company to the customer. The customer agrees that it should independently investigate these companies, their goods and services and the final decision to use same rests with the customer and the customer will not hold the company liable with respect to claims relating to or arising from such use of companies, their goods and or services.
21. The customer acknowledges that no representations and all warranties have been given to it by the company other than those set out in this contract and any warranties and all representations otherwise made shall be of no force and effect and shall not be binding on the company in any manner whatsoever.
22. The contract may be terminated as follows:
 - 22.1. In the event that either party materially defaults in the performance of any of its duties or obligations under this contract and shall default is not substantially cured within 14 days after written notice is given to the defaulting party specifying the default then the party not in default may terminate this contract by giving at least 14 days prior written notice to the defaulting party specifying the date as of which such termination will be effective.
 - 22.2. In the event that either party becomes or is declared insolvent or bankrupt or is the subject of any proceedings relating to this liquidation insolvency or for the appointment of a receiver or similar Officer for it than other party may terminate this contract by giving prior written notice to the defaulting party specifying the date as of which such termination will be effective.