

## TERMS AND CONDITIONS OF SALE

The following Terms and Conditions regulate the customer order at ORA the outdoor boutique:

1. We will endeavour to deliver on the date and time advised.
2. While we are committed to delivering your goods to you on time, the actual delivery date may be subject to variation depending on the circumstances.
3. For an extra fee, air freight lead time is an estimated 14 working days from date of completion at the production facility.
4. Ownership of the goods will vest with ORA the outdoor boutique until payment has been received in full. You shall be required to pay 60% of the total invoice as a deposit upon placing the order and then the balance of the total invoice prior to delivery or collection.
5. Deposits are non-refundable.
6. If after 30 days of having been sent notification by ORA the outdoor boutique that your goods are ready for delivery or collection, and you as the customer fail to make final payment and/or fail to make arrangements with ORA the outdoor boutique for the delivery or collection of your goods, ORA the outdoor boutique reserves the right to sell your goods to defray all and any costs not limited to production and storage expenses. In such an event, you shall have no claim whatsoever against ORA the outdoor boutique for any refund of monies paid.
7. Quotes are valid for 48 hours. All prices are subject to currency fluctuations. Orders placed are irrevocable once a deposit has been paid. In the event of ORA the outdoor boutique agreeing to refund monies paid either prior to or post delivery due to circumstances unrelated to product quality or lead times, and if ORA the outdoor boutique agrees to accept the return of any goods, the Customer will be liable for a 30% handling charge calculated on the purchase price of those goods. The onus of proof of return and proof of purchase rests with the customer at all times.
8. All sale and showroom items are sold voetstoets and may not be exchanged or returned.
9. Delivery Policy:
  - a) Deliveries will be supplied by ORA subject to your address being within our designated delivery zones and you will be charged accordingly on your invoice.
  - b) Deliveries will be available from Monday to Friday.
  - c) For deliveries outside of our designated delivery zones, you will be contacted by our staff to confirm delivery price and delivery instructions.
  - d) For collection of goods from the ORA outdoor boutique warehouses, prior arrangement and acknowledgement is essential prior to such collection. Please note that no goods will be released for collection unless ORA the outdoor boutique has been paid in full for such goods. In the event of outside contractors collecting on behalf of a customer, ORA the outdoor boutique may in addition to requesting proof of payment in full for the goods, contact the customer to confirm the authority of the person collecting the goods.
10. To ensure a smooth and timeous delivery of ORA the outdoor boutique goods, please make sure that you clear the area(s) in advance where your new goods are to be located prior to the delivery service arriving. The Customer must remove all breakable items in the path of the delivery. ORA the outdoor boutique delivery crew are not permitted to re-arrange Customers' furniture. ORA the outdoor boutique delivery crew team will place the goods delivered in the place of the Customer's choice. Items delivered will be unwrapped on site and the packing and wrapping material removed if so required. It is in the customers' own interests that all loose items of value be removed from the delivery site and that in addition pets be secured in a safe location away from the crew and delivery site. ORA the outdoor boutique shall not be held responsible for any items claimed to be missing following a delivery. Breakables such as glasses, vases, wall mountings etc. must be secured or removed from the delivery site. ORA the outdoor boutique shall not be held responsible for any items claimed to be damaged following a delivery.
11. Average Time of production and shipping is 10 to 16 weeks for furniture and umbrellas.
12. All our European products carry a minimum of 2 years warranty except for the LED lights, which carry a 1-year warranty. Certain items carry a longer warranty; this will be on your invoice if applicable.
13. Payments made by EFT (Electronic funds Transfer) require a 48 hour period to clear funds and allocate them to the orders.
14. ORA the outdoor boutique does not accept payment by cheque because of the high risk of fraud prevalent in South Africa.
15. Should pergolas, umbrellas or any other items not be installed by ORA the outdoor boutique or by one of their authorised installers then all warranties relating to the product and to its installation shall not apply.
16. The warranty is a bring in warranty except for installed items. The warranty shall be forfeited if care and cleaning instructions of products have not been followed.
17. ORA the outdoor boutique charges a call out fee of R500.00 plus R350.00 per hour for any repairs that are the Customer's request and that are not covered by the warranty, this rate is applicable in Johannesburg. A quotation will be required for all repairs that are not covered by the warranty outside of this zone. These prices do not include the cost of any materials required.

Quote / Invoice Number: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_