



REVELSTONE

the alternative to real stone®

STANDARD TERMS AND TRADING CONDITIONS:

In these general terms and trading conditions, unless inconsistent with the context:

- a. "the Supplier" means Revelstone Cape (Pty) Ltd; and
- b. "the Customer" means any purchaser of any goods from the Supplier.

A. GENERAL:

1. All quotations given, all acceptances of Customers' orders and all sales by the Supplier are expressly made conditional upon and in terms of the general terms and trading conditions as set forth herein. No concession, latitude or indulgence allowed by the Supplier to the Customer shall be construed as a waiver (tacit or otherwise) or abandonment of the Supplier's rights hereunder. No amendment to these general terms and trading conditions, whether oral or otherwise, shall be effective unless it is recorded in writing and signed by duly authorised representatives of both parties. These general terms and trading conditions shall supersede any other express or implied written or oral terms, arrangements, customs or practices unless the written quotation of the Supplier specifically states otherwise.
2. The Supplier objects to any varying terms proposed by the Customer in its order or any other document of the Customer. Such varying terms shall not become part of the contract without the express written consent and signature of the authorised representative of the Supplier.
3. No order shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
4. The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of the order.
5. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and/or expenses incurred by the Supplier as a result of the cancellation.
6. The quantity, quality and description of and any specification for the goods to be sold shall be those set out in the Supplier's quotation (if accepted by the Customer) or the sales order (if accepted by the Supplier).
7. Any *bona fide* error or calculation, or otherwise, made by the Supplier in the quotation or sales order, whether written or oral, may be rectified by the Supplier at any time and the Customer shall be obliged to pay the Supplier the amount duly rectified.
8. The price of the goods shall be the Supplier's quoted price, or the price accepted in writing by the Supplier in the Sales Order. All prices quoted are valid for 14 days only, after which they may be altered by the Supplier without giving notice to the Customer.
9. The quoted prices are based upon the scope of the goods referred to in the Supplier's offer. In the event of any variation in *inter alia* the goods ordered, including delivery dates from that of the Supplier's quotation, the Supplier reserves the right to vary the prices quoted.
10. The Supplier reserves the right to require a deposit on all orders placed by the Customer and the extent of the deposit required will be set out in the quotation and/or sales order supplied by the Supplier. All deposits must be paid immediately on confirmation of the Customer's acceptance of the quotation or placing of the sales order and the Customer acknowledges that it understands that until such time as the deposit is paid manufacture of the products shall not commence, and the sales order shall not be deemed to have been accepted by the Supplier. **Deposits paid are non-refundable and in the event of the cancellation of an order any deposit paid shall be forfeited to the Supplier.**
11. Payment for a sales order must be made 24 hours prior to the estimated date of delivery of the product and proof of payment, to the satisfaction of the Supplier, must be provided to the Supplier by the Customer within

- the same period of time. In the event that the Customer fails to make the necessary payment or fails to provide the necessary proof of payment, the Supplier reserves the right to cancel the delivery of the product until such time as the payment has been confirmed. In the event that payment is not made within 48 hours of the expiry of the original estimated delivery date, the Supplier reserves the right to cancel the order without being required to provide any further notice to the Customer and to claim any damages it may have suffered as a result of the cancellation of the order.
12. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - 12.1. cancel the contract or suspend any further deliveries to the Customer;
 - 12.2. appropriate any payment or deposit made by the Customer to such of the goods as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
 13. It is specifically recorded that the Supplier is not responsible for the delivery of any goods sold. The Customer shall elect whether it shall collect the goods from the Supplier or shall instruct the Supplier, acting as the duly appointed agent of the Customer, to arrange a third party to attend to the delivery of the goods. In the event that the Customer does not make any election or does not notify the Supplier of its express intentions in this regard, the Customer shall be deemed to requested the delivery of the goods and to have appointed the Supplier to act as its agent and to arrange for the delivery of the goods to the nominated address of the Customer. It is specifically recorded that in arranging the delivery of the goods, the Supplier acts as the duly appointed agent of the Customer and that it shall not be liable for any damages or loss to the goods (consequential or otherwise) occasioned out of the loading, off-loading or conveyance of the goods. Delivery of the goods by the Supplier to the Customer shall be deemed to have taken place at the premises of the Supplier when the goods are presented for loading either to the Customer or the appointed 3rd party carrier. In this regard the Customer indemnifies the Supplier against any claims for loss or damage that may be instituted against it by the third party carrier or any other party arising out of the Supplier's acting as the duly appointed agent of the Customer.
 14. The Supplier gives no guarantee or warranty as to the date or time of delivery of any goods and the Supplier shall not be liable in any way for any delay in execution of delivery, services or the production of the product. The risk in all goods supplied shall pass from the Supplier to the Customer on delivery thereof. Regardless of the passing of risk or the delivery of the goods, ownership of any goods delivered to the Customer by the Supplier shall remain vested in the Supplier until such time as the consignment of goods has been paid for in full.
 15. Until such time as title in the goods passes to the Customer, the Supplier shall be entitled to require the Customer to redeliver the goods to the Supplier, and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods. Until such time as in accordance with this provision, the goods shall not be pledged or given as security or resold by the Customer, and the Customer undertakes to store the goods on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Supplier's goods.
 16. The Customer shall reimburse the Supplier for any expenses and costs to the Supplier in recovering any goods arising from any non-compliance by the Customer with the terms of Clause 15.
 17. All goods sold by the Supplier are sold voetstoots and as is. The Supplier makes no warranties in respect of the goods and gives no guarantees in connection therewith. The Supplier accepts no responsibility for any defects in the goods, in particular in respect of goods which may have been subjected to any additional process after the delivery of the goods by the Supplier to the Customer at the Supplier's premises.
 18. **It is specifically recorded that the Supplier does not accept any returns.**
 19. The Customer hereby consents to the jurisdiction of the Magistrate's Court for any action that might arise from the agreement between the Customer and the Supplier.
 20. Should any proceedings be instituted by the Supplier against the Customer in respect of any matter in relation to the enforcement of the Supplier's rights, including the recovery of monies owing to the Supplier, the Supplier shall be entitled to recover the costs of such proceedings, including collection fees and tracing agents on the scale as between attorney and own client.
 21. For the purposes of any legal proceedings arising between the Supplier and the Customer, the Customer hereby chooses the physical address given on the quotation, alternatively sales order, alternatively credit application, as its *domicilium citandi et executandi* at which all notices, documents and process can be delivered/served.
 22. Unless superseded by a specific signed agreement between the Customer and the Supplier, this agreement shall include the quotation, sales order, these general terms and trading conditions, and all attachments

referred to in the sales order or in the general terms and trading conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained therein. All other prior or contemporaneous representations, warranties, covenants or agreements between the Supplier and the Customer, or their representations with respect to the subject matter are hereby superseded.

B. PRODUCT GUIDELINES:

23. Dimensions and sizes of all products are approximate due to manufacture, i.e. the products are handmade.
24. All goods must be kept under cover until laid and stored in an upright position only.
25. Please ensure that all tiles are dust-free on the underside before laying.
26. All products used undercover or internally must be sealed – guidelines and procedures are available on www.revelstone.co.za.