

TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1 “Seller” means Umonde Trading 115 CC t/a Classic Bathrooms.
- 1.2 “Buyer” means any person or entity purchasing goods from the Seller.
- 1.3 “Goods” means plumbing products, fittings, equipment, and related items supplied by the Seller.
- 1.4 “CPA” means the Consumer Protection Act 68 of 2008.

2. Application of Terms

- 2.1 These Terms and Conditions apply to all sales of Goods by the Seller.
- 2.2 By placing an order, the Buyer agrees to be bound by these Terms.
- 2.3 No variation of these Terms shall be binding unless agreed in writing by the Seller.

3. Pricing

- 3.1 All prices are subject to confirmation at the time of acceptance of an order or quotation. Prices may change prior to acceptance due to supplier increases, exchange rate fluctuations, or other market-related factors.
- 3.2 Prices include/exclude VAT as indicated on the invoice.
- 3.3 Quotations are valid for [7/14/30] days unless otherwise stated.

4. Orders

Orders are only confirmed upon written acceptance or invoice issuance by the Seller.

5. Payment Terms

- 5.1 Payment is due:
 - * Cash/EFT on order; or
 - * Within [7/30] days for approved credit account holders.
- 5.2 The Seller may charge interest on overdue amounts at the maximum rate permitted by law.
- 5.3 Ownership of Goods remains vested in the Seller until full payment is received.

6. Delivery

- 6.1 Delivery dates provided are estimates only and are based on current availability and supplier timelines. While the Seller will take reasonable steps to ensure delivery within the estimated timeframe, delivery dates are not guaranteed and may be affected by factors beyond the Seller's control. The Seller will notify the Buyer of any material delays as soon as reasonably possible.
- 6.2 Risk in the Goods passes to the Buyer upon delivery or collection.
- 6.3 The Seller is not liable for delays caused by third parties, transport issues, or force majeure events.

7. Inspection and Acceptance

- 7.1 The Buyer must inspect Goods upon delivery or collection.
- 7.2 Any shortages, defects, or incorrect items must be reported within **7 days** of delivery, failing which the Goods are deemed accepted.

8. Returns and Refunds

- 8.1 In terms of the CPA, the Buyer may return defective Goods within 6 (six months) of date of delivery.
- 8.2 In terms of the Consumer Protection Act 68 of 2008, where Goods are found to be defective within the statutory warranty period, the Consumer shall be entitled to elect whether the Goods are repaired, replaced, or refunded, subject to inspection and confirmation of the defect.
- 8.3 Goods that are:
 - * Specially ordered
 - * Cut to size
 - * Installed or usedmay not be returned unless defective.
- 8.4 No returns will be accepted without proof of purchase.

9. Cooling-Off Period (Direct Marketing)

- 9.1 Where Goods are sold as a result of direct marketing, the Buyer may cancel within 5 business days in terms of the CPA, subject to return of Goods in original condition.

10. Warranties

- 10.1 Goods are supplied with the manufacturer's warranty where applicable.

10.2 The Seller does not extend any additional warranties unless expressly stated in writing.

10.3 Warranty claims may be subject to inspection and proof of proper installation/use.

11. Limitation of Liability

The Seller shall not be liable for any indirect, special, or consequential loss or damage arising from the use or supply of Goods to the extent permitted by law. Nothing in these Terms excludes or limits any rights or remedies available to the Consumer in terms of the Consumer Protection Act 68 of 2008.

12. Risk and Ownership

12.1 Risk passes to the Buyer on delivery or collection.

12.2 Ownership remains with the Seller until full payment is received.

13. Consumer Protection Act Compliance

13.1 These Terms are subject to the provisions of the CPA.

13.2 In the event of any inconsistency between these Terms and the CPA, the CPA shall prevail.

14. Returns for Non-Defective Goods

14.1 The Seller may, at its discretion, accept returns of non-defective Goods.

14.2 Such returns may be subject to a handling fee, original packaging requirements and time limits (e.g. within 7–14 days)

15. Force Majeure

15.1 The Seller shall not be liable for failure to perform due to events beyond its control, including but not limited to load shedding, supplier delays, strikes, or natural disasters.