

**BAKSONS (PTY) LTD t/a BAKOS BROTHERS  
TERMS AND CONDITIONS OF SALE**

These Terms and Conditions of Sale record the sole agreement between the parties for all sales between Bakos Brothers and the purchaser ("the Client") of such products, current and in the future. If there are any terms which are not understood, please ask for a written explanation thereof as the acceptance hereof will constitute an agreement.

**1. QUOTATIONS:**

**1.1 Shall be valid for:**

- 1.1.1 30 days from the date of the quotation, or
- 1.1.2 in respect of promotional offers, for the duration of the promotional period.
- 1.1.3 where after they shall automatically lapse.

1.2 Bakos Brothers reserve the right to discontinue promotional offers at their total discretion and without prior notice.

1.3 It is the Client's responsibility to ensure the correctness of all information on the quotation including but not limited to the item quoted, choice of the material/fabric to be used, quantity required, and any other specific requirement in respect of the items.

**2. AGREEMENT OF SALE:**

by signing the Quotation in respect of the various items set out thereon, the Client:

- 2.1 confirms the correctness of the items ordered in all respects, and
- 2.2 concludes an agreement of sale in respect thereof, and
- 2.3 consents to these Terms and Conditions of Sale which then immediately becomes binding on the parties for all sales between the Parties and will regulate the relationship between the Parties.

**3. NON-REFUNDABLE DEPOSIT:**

3.1 No order for items shall be processed until such time as the Quotation has been accepted and signed by the client, concluding the agreement of sale, and a deposit in the amount of 50% of the total quotation value, including VAT, has been received by Bakos Brothers. The Client shall be able to make part payments in respect of the deposit, but no order shall be processed until 50% has been paid. A delay in deposit will result in a delay in delivery.

3.2 All deposits shall be unconditionally non-refundable, except as set out in clause 11.2 below.

3.3 The Client shall have no claim against Bakos Brothers for interest or unjust enrichment or any similar claims in respect of deposits.

**4. RETURN, EXCHANGE AND REFUND POLICY:**

4.1 The Client acknowledges that the items have been made to their specific specifications as set out on the Quotation, and accordingly are of a bespoke nature.

4.2 Accordingly no items shall be accepted back for return, exchange or refund, unless in terms of a warranty claim, as set out in Clause 12.

4.3 Such return must be made within 10 business days after delivery by Bakos Brothers, at the Client's own risk and expense.

4.4 It is the Client's responsibility to ensure, before entering into the agreement that they:

- 4.4.1 understand and accept the disclaimers in respect of the appearance of all natural products used in the manufacture of the items, as set out in clause 9.3 below;
- 4.4.2 have measured the space in which the items are intended to be placed, and according to the exact measurements, dimensions and sizes of the items as provided to the Client by Bakos Brothers, accept that the items will fit in the designated space and will be accessible for delivery in the desired space;
- 4.4.3 have determined that the items will be able to be moved into the space, through doors or access points.

**5. TERMS OF PAYMENT:**

5.1 50% of the full purchase price, including VAT, shall be paid as a non-refundable deposit subject to the terms and conditions contained in this document.

5.2 The full outstanding balance of the order, including VAT, shall be paid, without deduction or set-off, prior to delivery of the items.

5.3 A certificate of balance at the hand of any authorised officer of Bakos Brothers shall be *prima facie* (accepted as correct until proven otherwise) evidence of the amount due by the Client to Bakos Brothers. Bakos Brothers shall not be required to prove the authority of such officer to issue such certificate.

5.4 Payments shall only be accepted as made when the amount paid reflects in Bakos Brothers bank account.

5.5 All payments shall be made by way of Electronic Funds Transfer or by direct deposit into Bakos Brothers' designated bank account.

5.6 In the event of cash deposits, Bakos Brothers reserves the right to charge the Client the relevant bank fees charged by the Bank.

5.7 Any amount not paid by the Client when it becomes due and payable shall incur an interest charge on the outstanding balance at the rate of 3% above Bakos Brother's banker's commercial prime interest rate, which shall be calculated from the date on which the payment was due until the date of final payment thereof.

5.8 Cheque payments shall only be considered to have been paid once the funds have been cleared and appear in Bakos Brothers' bank account, which may take up to 7 working days and cause a delay at no fault to Bakos Brothers.

5.9 In respect of any cash or other payments, whether such payment is in South African Rand or any other foreign currency, Bakos Brothers shall comply with the reporting requirements of the Financial Intelligence Centre Act, in respect thereof, where applicable.

**6. DELIVERY DATE:**

6.1 The lead-time for the delivery of the ordered items will be set out on the Quotation, and Bakos Brothers shall endeavour to deliver on or before the agreed estimate date.

6.2 In the event that, due to circumstances beyond the control of Bakos Brothers, including but not limited to instances of power interruptions, strikes, riots, lock-outs and natural disasters, Bakos Brothers is not able to meet the agreed estimate delivery date, the Client shall be contacted and an alternative delivery date agreed without any penalty or cost to Bakos Brothers.

6.3 The Client shall not be entitled to cancel this agreement due to the failure of Bakos Brothers to deliver by the agreed estimate delivery date.

6.4 The Client shall be notified of the "Confirmed Delivery Date" as soon as all ordered items are available to be delivered.

**7. DELIVERY TERMS:**

7.1 All delivery shall be charged for at the rate agreed to on the Quotation, or thereafter between the parties;

7.2 No delivery of the items shall be made until such time as all amounts due to Bakos Brothers have been paid by the Client, including the cost of the items as per the Quotation, the delivery charge and any interest that may have accrued.

7.3 All deliveries shall be made between the hours of 09h30 and 15h30 on weekdays, and 09h30 and 12h30 on Saturdays. No deliveries will be made on Sundays, public holidays or after hours.

7.4 All deliveries shall be made by prior arrangement with the Client. In the event that delivery cannot be effected on arranged date due to the non-availability of the Client, the Client shall be liable for an additional delivery fee for any subsequent delivery.

7.5 The Client, or person taking delivery of the items on behalf of the Client, shall be required to sign a Proof of Delivery Note ("PoD"), and unless it is indicated to the contrary on the PoD, the Client acknowledges that the items have been delivered and received in good

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condition and in accordance with the Client's specific requirements, as set out on the Quotation.

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- 7.6 It is the Client's responsibility to inspect the items on delivery.
- 7.7 The Client is required to ensure that the place of delivery is accessible and that the items to be delivered can fit into lifts, staircases or through doors and that all of the relevant areas have been cleared prior to delivery. This specifically includes, but not limited to, any breakables. Neither Bakos Brothers, nor any of its Employees or Agents shall be held liable for any damages occurring during the delivery of the items, howsoever arising.
- 7.8 All hoisting and fitting of wall mounted items will be for the Client's expense and shall be done by the Client's appointed agent. This includes any windows, doors or other access points that may need to be removed.
- 7.9 In the event that the Client requires Bakos Brothers, or its Employees or Agents, to assist with the assembly and/or installation of any items, the Client agrees to the following terms:
- 7.10 Bakos Brothers and/or its employees and/or its agents have made no representations as to their proficiency, ability, expertise or experience in respect of either the assembly and/or the installation of the goods;
- 7.11 The Client Understanding the above, have instructed Bakos Brothers and/or its employees and/or its agents to attend to the assembly and/or installation of the goods;
- 7.12 The Client recognise and understand the inherent risk of damage, howsoever arising, from the assembly or installation of the goods by Bakos Brothers and/or its employees and/or its agents, who are not suitably trained or experienced therein and/or lack the necessary ability, proficiency, expertise or experience to assemble and/or install the goods, and The Client hereby indemnify and hold harmless Bakos Brothers and/or its employees and/or agents from any damage, howsoever arising, pursuant to the assembly and installation of the goods.
- 7.13 All risk in and to the items shall pass to the client once delivery thereof is made at the address provided, and Bakos Brothers shall not be liable for any damage that may occur, howsoever arising, after the items have been delivered to and accepted by the Client or the Client's Agent.

**8. COLLECTION:**

- 8.1 In the event that the Client elects to collect the ordered items when the Client's order is completed, the Client shall only be entitled to collect the items by prior arrangement with Bakos Brothers.
- 8.2 The items shall only be released for collection upon receipt of all amounts due to Bakos Brothers, including the cost of the items as per the Quotation, any delivery charge and any interest that may have accrued.
- 8.3 The Client, or person collecting the items on behalf of the Client, shall be required to produce the original signed quotation in respect of the items, and upon production thereof, shall be deemed to be the authorised agent of the Client.
- 8.4 The Client, or person collecting the items on behalf of the Client, shall be required to sign a Proof of Delivery Note ("PoD"), and unless it is indicated to the contrary on the PoD, the Client acknowledges that the items have been collected and received in good condition and in accordance with the Client's specific requirements, as set out on the Quotation.
- 8.5 All risk in and to the items shall pass to the client once they are collected, and Bakos Brothers shall not be liable for any damage that may occur after the items have been collected and accepted by the Client or the Client's Agent.

**9. CONDITION OF GOODS:**

- 9.1 Bakos Brothers warrant that the characteristics and capabilities of the items will be substantially the same as advertised or displayed, subject to the Client's specific requirements, but make no other warranties or representations in respect of the items.

- 9.2 Bakos Brothers shall not be liable for any damage to the items, following their delivery/collection arising from the wear and tear, moving, negligence, mishandling, disassembling or alteration of the items unless it was don wilfully or as a result of gross negligence by Bakos Brothers.

- 9.3 The Client acknowledges and understands that all natural products used in the items may, by their very nature, vary in the look and feel sample or demonstration items, and Bakos Brothers cannot warrant the uniformity of texture and/or colour thereof and accordingly the Client agrees to the terms set out herein and specifically in clause 12.

**10. STORAGE:**

- 10.1 All items shall be stored for a maximum period of 30 days from the Confirmed Delivery Date at no cost, until delivery/collection of the items is arranged with the Client, where after the Client may be charged a monthly storage fee, calculated at 5% per month, or pro-rata for part of a month, of the Total Purchase Price (excluding transport).

**11. CANCELLATION:**

- 11.1 The client shall not be entitled to cancel any order for the items in terms of section 20(3) (b) of the Consumer Protection Act, given that they have been made to the specific requirements of the Client in terms of the Quotation.
- 11.2 Only in the event that Bakos Brothers is in breach of any of their material obligations in terms of this agreement, the Client shall be entitled to cancel the order, which shall be communicated in writing, and which shall be subject to Bakos Brothers' right to charge a cancellation fee(if not terminated because of the sole breach of Bakos Brothers) in the amount of 25% of the total value of the order including VAT, which the Client acknowledges and accepts is a reasonable charge given the bespoke nature of the items. Any refund due to the Client following the deduction of the cancellation fee from the deposit held may take up to 15 days for Bakos Brothers to process after approval.
- 11.3 Bakos Brothers reserve the right to cancel the Client's order and sell any items not delivered or collected within three months of the Confirmed Delivery Date as clearance items. The Client shall remain liable to Bakos Brothers for any shortfall between the nett value of the items (being the total value of the items plus interest and storage less the deposit amount) and the amount that the items are subsequently sold for as clearance items. The Client shall have no claim against Bakos Brothers for any surplus. The Client shall have no right to the refund of the deposit amount held.

**12. WARRANTIES:**

- 12.1 Bakos Brothers shall honour the warranty on any item as may be applicable to the item or component as set out below, subject to the following:
- 12.1.1 the defect must not have existed in the product at the time of delivery and manifested during the relevant warranty period;
- 12.1.2 the defect did not arise due to normal wear and tear, or the misuse, abuse or neglect of the item;
- 12.1.3 the disclaimer in respect of the natural characteristics of all natural products used in the manufacture of the items;
- 12.1.4 the item has only been used for the purpose for which it was intended, in a domestic environment. Commercial use of an item must be specifically recorded and agreed to by Bakos Brothers;
- 12.1.5 the Client has duly complied with the care and maintenance instructions provided with the items;
- 12.1.6 the Client has not altered or modified the items.
- 12.2 Bakos Brothers warrants that all items, excluding clearance and shop-soiled items, are free from defects and are of a quality that the Client is reasonably entitled to expect from the items. All such items are warranted against faulty materials (subject to the disclaimers in respect of all natural materials) and workmanship for a period of 2 years unless provided for otherwise in this agreement.
- 12.3 In respect of all clearance items and shop-soiled items, which shall be marked accordingly, the Client acknowledges and understands that

they are sold on an “as-is” and “voet-stoots” basis, and Bakos Brothers make no warranties in respect thereof other than that the items are suitable for their intended purpose and are of a quality to be reasonably expected from clearance and/or shop-soiled items.

12.4 Bakos provides various services of which special conditions on various products and/or services must apply to each of them.

12.5 In the event of **Acryluso, Poly (methyl methacrylate) (PMMA)**, also known as acrylic or acrylic glass as well as by the trade names Plexiglass, Acrylite, Lucite, and Perspex among several others is a transparent thermoplastic often used in sheet form as a lightweight or shatter-resistant alternative to glass. The warranty provided in terms hereof will be subject to the following:

12.5.1 **Warranty:** All completed products come with a 10-year warrantee. This warrantee covers all joints and non-discolouration of the acrylic material. Bakos however maintains that this products is not to have long-term exposure to the sun as the joints may eventually discolour and/or turn yellow. Therefore don't recommend the product to be used as outdoor furniture or in rooms where there is several hours of high intensity sun-exposure on a daily basis, and will be subject to the warranty as set out in clause 12 hereof.

12.5.2 **Cleaning & Care:** To maintain the integrity and aesthetics of our products we recommend to only use warm water with Sunlight or Baby Shampoo to clean the products with a very soft, non-abrasive cloth. Under no circumstances should any harsh chemicals such as *windowlean*, thinners or any other chemical which contains alcohol to come into contact with these products as damage will most certainly occur.

12.5.3 **Delivery:** As the material comes in Sheet form, all of the Bakos products are cut down and are fully hand-made. Due to the nature of the acrylic material and the fabrication process, no two items will ever be identical. Although the work is done with precision machinery and tools, the fluctuation in material thickness will always result in some variation requiring human intervention by our highly skilled staff and therefore small (large unnoticeable) differences in the end products. Delivery will further be subject to clause 7 as set out herein.

12.6 In the event of **Outdoor Range** the Warranty is provided subject to the following:

12.6.1 **Warranty:** This refers only to claims which are caused by improper production and not neglect by customers or forces which are beyond the typical usage of furniture.

12.6.1.1 Resin Wicker (HDPE) Vinyl: Domus Ventures and Ethos products are warranted for 3 years. Resident products are warranted for 2 years. This warrantee is valid for manufacturing defects only, against excessive discoloration, wicker separation and tearing.

12.6.1.2 Aluminium Frames: Aluminium frames are warranted against manufacturing defects, frame structural failure, peeling, cracking and blistering on the powder coat finish for 5 years. This excludes any untypical force on furniture other than the purpose of furniture usage (E.g. jumping or overloading by any means).

12.6.1.3 Vinyl: The vinyl is warranted for 2 years and is valid for manufacturing defects only. It is recommended that the furniture be covered and cared for as if it were a motorbike or bicycle. The furniture is not “self-cleaning” and

care is required accordingly. Sheltered and properly covered furniture have a longer life span and the possibility of weakened material is reduced. Claims which are caused by exposure to the so called “magnifier effect”\* are excluded.

12.6.1.4 The “magnifier effect” occurs when furniture is exposed to sunlight behind clear glass. The UV rays potentially damage the furniture because of the sunlight being reflected from the window on a fashion similar to the effect seen when light passes through a magnifying glass.

12.6.1.5 Cushions: Cushions are only warranted against defects on sewing for 6 months. The zipper is warranted for 6 months. Fading, deterioration of fabrics or foam and filler material is NOT warranted. There is no warrantee for normal cushions (Olefin or SDP).

12.6.1.6 Glass: No warrantee.

12.6.1.7 Exclusions: Damages caused by acts of nature, improper care and maintenance, improper shipping and handling, freeze/fire damage, unreasonable/abusive use, normal wear and tear, pet damage, failure to follow instructions, self-modification/alterations, harsh chemical use or spillage (including suntan lotion) is NOT warranted.

12.6.1.8 General: Warranties are valid from the date of delivery to the customer. Bakos Brothers repairs or replaces defective goods at its own discretion.

12.6.2 **Cleaning & Care:** For the best result, clean spills immediately; Ordinary dirt and grime can be removed with mild soap and water; Do not use chemical detergents or solvents to clean; If required, use marine synthetic leather cleaners and conditioner (which is available at marinas and boat stores); Do not leave furniture uncovered under trees or plant life when not in use; Do not leave furniture exposed to, unsheltered or uncovered in direct UV light; To avoid stubborn stains and ensure maximum endurance with less maintenance, furniture should be covered when not being used and cleaned on a regular basis. Bakos Brothers will NOT take responsibility for any sort of damage(s) or side-effect(s) as a result of using commercial cleaners. Refer to cleaning instructions stated on package before treatment, be sure to test cleaner on hidden or inconspicuous location prior to using any cleaner on soiled areas.

12.6.3 **Delivery:** Delivery of the Outdoor Range will take place in accordance with Clause 7 hereof.

12.7 In the event of **Natural Products**, including but not limited to suedes, leather, wood and other natural products the Warranty will be subject to the following:

12.7.1 **Warranty:** Suede, leather, wood and other natural products are unique by their very nature, and nap, grains, colours and other general appearance may vary by the very nature thereof.

12.7.1.1 Bakos Brothers cannot guarantee the leather itself as its longevity will be subject to how it is used and treated throughout its lifespan and only make use of the finest quality leather, however, it is a natural product and will experience wear and tear, especially on seat cushion and sofa arm areas.



- 12.7.1.2 Please be aware when purchasing any suede, leather, wood or natural fibre products, that there will be variations between the product viewed on the shop floor and the product delivered in respect of the natural characteristics of the material being used. Please be aware of the limitations in respect of such natural products as explained below and by signature of this document you indicate your understanding of these risks as well as your acceptance thereof before committing to the order of the product. By signature hereof you agree that no product returns will be entertained where there is a variation in the natural characteristics of the natural products chosen between the shop floor sample and the delivered items.
- 12.7.1.3 Colour: Bakos Brothers cannot guarantee that the colour of any natural product will match that of the shop floor sample.
- 12.7.1.4 Naps / Grains: The naps and grains in natural leather or wood materials will vary from those evident in the shop floor sample.
- 12.7.1.5 General Appearance: The general appearance and feel of natural products will vary from one to the other, which is intrinsic to the beauty of these items of furniture, and creates the uniqueness of each individual piece of furniture
- 12.7.1.6 The warranty of the Natural Products of this clause, will further be subject to clause 7 of this agreement, and no verbal statement made by an employee of Bakos Brothers can be construed as warranty superseding the statements in this agreement,
- 12.7.2 Cleaning & Care:**
- 12.7.2.1 The Leather should be wiped regularly with a soft dry cloth in order to prevent the accumulation of dust.
- 12.7.2.2 Never use strong detergents, chemicals, shoe polish, saddle soaps or wax based hide foods to clean leather.
- 12.7.2.3 Liquid spills like wine, cola's etc., should be dabbed immediately with an absorbent cloth.
- 12.7.2.4 Leather improves with age but must still be regularly maintained with a suitable Leather Cleaner and Leather Protector Product 2 – 3 times annually. We recommend LeatherGuard (Pty) Ltd care and protection kits, for the Bakos Brothers range of leather furniture and products.
- 12.7.3 Direct sunlight MUST be avoided at all costs as the African sun is extremely harsh.
- 12.7.4 Direct heat must also be avoided as this causes leather to dry out, resulting in cracking over time.
- 12.7.5 Make sure that cushions and throws are colourfast before placing on your leather sofa, especially on white leather.
- 12.7.6 Avoid sitting with a wet towel or clothing on your leather furniture.
- 12.7.7 Do not use *Dubin* on your leather furniture as this will cause a synthetic build-up of waxes on the surface.
- 12.7.8 Protected leathers, like semi anilines and corrected grains, must be properly cared for and maintained at least to 2-3 times annually, using the Bakos Brothers / LeatherGuard *Original* Care & Protection Kit available from any Bakos Brothers store. These specially formulated products are designed to prolong the life of your leather furniture whilst enhancing the colour and look of the leather surface.
- 12.7.8.1 Unprotected leathers like pure anilines or pull ups require a special treatment to avoid a faded and lifeless appearance after a few months use. Our Bakos Brothers approved LeatherGuard *Full Grain* Care & Protection Kit must be used in order to retain the stain resistance properties and suppleness of these premium leather surfaces
- 12.7.9 **Delivery:** Bakos Brothers can facilitate the delivery of the purchased items, for an agreed delivery charge, which is to be paid for together with the cost of the purchase and/or prior to the delivery being affected, and subject to Bakos Brothers standard terms and conditions of delivery.
- 12.8 In the event of the **Clearance Store**: This applies to the store which is a clearance store or any store where offering items for sale at a substantially reduced price, without warranty, subject to the following specific terms and conditions:
- 12.8.1 Warranty:**
- 12.8.1.1 All clients enter this store entirely at their own risk, and Bakos Brothers shall not be liable for any injury or damage caused to any client or their property, howsoever arising, while in the store.
- 12.8.1.2 Bakos Brothers fully reserve the right of admission to this store;
- 12.8.1.3 All items sold from this store are sold on an "as-is" and/or "voet-stoots" basis, and no representations or warranties as to their quality, fitness for purpose or otherwise are made in respect thereof;
- 12.8.1.4 Bakos Brothers does not extend any warranty in respect of any item sold by this store;
- 12.8.1.5 All items must be paid for in full in South African Rand before they may be removed from the store, either by way of EFT or Credit Card payments;
- 12.8.1.6 No cash or cheque payments are accepted;
- 12.8.1.7 No credit is available or will be extended in respect of any purchase from this store.
- 12.8.1.8 No items (including, but not limited to books, appliances, equipment or stock) may be taken from this store without prior approval in which case the terms applicable to such removal will be defined;
- 12.8.1.9 No cash-on-delivery or payment-on-delivery terms are offered;
- 12.8.1.10 The client warrants that they have been given sufficient opportunity to inspect and examine the items in store, and have chosen to purchase said item having done so, and accordingly Bakos Brothers will not accept any item sold from this store back for credit, refund or exchange under any circumstances;
- 12.8.1.11 Bakos Brothers will not store any purchased items on behalf of the client;



- 12.8.2 **Cleaning & Care:** as may be applicable to the product purchased and defined in the terms and conditions.
- 12.8.3 **Delivery:** Bakos Brothers can facilitate the delivery of the purchased items, for an agreed delivery charge, which is to be paid for together with the cost of the purchase and/or prior to the delivery being affected, and subject to Bakos Brothers standard terms and conditions of delivery.

12.9 In the event of ***Frame and Fabric***, including but not limited to, cushions, frames, sofas chairs and occasional chair headboards where applicable the Warranty will be subject to the following:

**12.9.1 Warranty:**

- 12.9.1.1 The frame has a lifetime warranty.
- 12.9.1.2 The springs and webbing have a 5 year warranty.
- 12.9.1.3 The foam has 5 year warranty.
- 12.9.1.4 The cushion filling has a 5 year warranty.
- 12.9.1.5 This warranty applies provided the instructions on how to care for the product is followed.

**13.**

**GENERAL**

- 12.9.1.6 The Sofa Warrantee is not transferable. Only the original buyer is entitled to the warranty.
- 12.9.2 **Cleaning & Care:** Please see cleaning instruction provided with every product.
- 12.10 The Client fully understands that the Warranties provided in this clause 12 is subject to the guidelines provided therewith and any breach or contravention of such guideline will result in the Warranty to be null and void.
- 13.1 No variation or amendment of these terms and conditions will be valid or binding unless reduced in writing and signed by both parties.
- 13.2 Should any part or clause of these terms and conditions be found unlawful or unenforceable by a court or applicable body in South Africa, the remainder of the Terms and Conditions will remain in force and only the relevant parts will be severed therefrom.
- 13.3 These terms in conditions will be governed by the laws of South Africa

<b>Customer Name &amp; Surname</b>	
<b>Customer Signature</b>	
<b>Date</b>	
Quote Reference Number	
Sales Representative Name & Surname	