

YUDU RUGS

WARMLY
SOUTH AFRICAN

Terms & Conditions.

1. Pricing

All prices quoted include Value Added Tax ('VAT').

2. Orders & Stocks

2.1 Official order numbers / names must be quoted on all trade orders.

2.2 All back orders are subject to the price ruling at the time of delivery.

2.3 Material ordered is subject to availability, which can change daily. If a product is out of stock or cannot be supplied for some reason, YUDU reserves the right to cancel the order and refund the payment.

3. Delivery of Goods

Delivery dates for goods are approximate and YUDU cannot be held responsible for any delays, due to this being outsourced to a third party.

3.1 You agree that payment of the full purchase price and delivery charges, if applicable, are required by the Company before the goods will be delivered to or collected by you.

3.2 You may be charged for the cost of the delivery of the purchase goods which amount will be reflected on the appropriate invoice. You agree that the delivery charges may be subject to change from time to time.

3.3 Reasonable endeavours will be made to deliver the product on the arranged date and time. Circumstances that are unforeseen or beyond the Company's control may however result in changes to the agreed delivery date and time. The Company will inform you telephonically and/or via email of the altered date and time and alternative arrangements will be made.

3.4 You are required to inspect the goods on delivery. You, as the purchaser of the goods, or the person taking delivery on your behalf, will be required to sign a proof of delivery ('POD'). Unless indicated otherwise in the POD, it is accepted that the product has been delivered and received in good condition and, where appropriate, in accordance with your specifications.

3.5 You must ensure that the place of delivery is accessible, that the goods delivered can fit into lifts, staircases or through doors and that all relevant areas have been cleared prior to delivery. This includes the removal of all breakable objects. You accept the risk of all damages that may result due to your non-compliance with this clause.

3.6 You will be charged for any additional delivery costs due to failed deliveries, access problems and / or failure to adhere to the appointed time for the delivery.

3.7 The Company shall not be held liable for any items claimed to be missing following a delivery.

3.8 You will be charged for the cost of delivery which will be reflected on the appropriate invoice. The delivery fee is non-refundable.

3.9 We try our best to get your product to its new home within 3 to 5 working days, however as the transport is provided by an independent supplier, the exact time of delivery is not in the Company's direct control. We will however provide you with a tracking number and a delivery date on which delivery of the product can be anticipated.

4. Product Discrepancies

4.1 Dye-lot variations occur in all rugs and are unavoidable. The customer must examine the product against its general intended purpose and normal use before accepting delivery thereof.

4.2 Although all our locally manufactured ranges are produced to withstand the harsh South African sun, Belgotex will not accept any responsibility for rugs fading as a result of exposure to harsh sunlight. Fading because of exposure to sunlight will be accepted as fair wear and tear in line with the normal end use for which the rug is generally intended.

Please refer to YUDU Caring for your Rug brochure for all rug maintenance. Belgotex cannot be accountable for any items that have been cleaned/treated incorrectly.

5. Terms and Conditions of Sale

5.1 Registered users may place orders for goods subject to availability.

5.2 The prices displayed on the website and in stores are quoted in South African Rand inclusive of Value Added Tax ('VAT'), which is valid and effective only in relation to supply in South Africa.

5.3 You agree that you will pay for the total amount of goods purchased on the date of the sale, unless prior written consent providing otherwise is given by an authorised representative of the Company.

5.3.1 Unless varied in a proposal document consented to by an authorised Company representative, the Company's standard terms of payment are upfront payment of the full purchase price of the goods.

5.3.2 The ordered and/or purchased goods will not be delivered to you until the Company has received full payment of the purchase price.

5.4 Products and prices displayed on this website may vary from time to time.

5.5 The range, design, description, colour, texture and composition of fibres may vary from that of the products displayed in store or on the website.

5.6 The colours of the products that appear from the website may differ from the colour of the actual product due to the potential colour differences among computer monitors and operating systems. The Company cannot guarantee that the colour you see on your screen is a true indication of the actual colour of the product. Swatch colours represented on the website may differ from the actual product. It is recommended that you visit one of our showrooms in order to get a true indication of the colour. The Company shall not be held responsible for any colour variances viewed from your computer and as appearing on our website.

6. Payment

6.1 The Company is committed to providing secure online payment facilities. All transactions are encrypted using appropriated encryption technology.

6.2 Payment for goods can be made via:

6.2.1 Debit card;

6.2.2 Credit card: Where payment is made by credit card, we may require additional information from you to enable us to authorise and / or verify the validity of your payment. In these circumstances we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive the requisite authorisation, your purchase of the goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying for the goods. You also warrant that your credit card has sufficient funds available to cover all the costs incurred as a result of the services used on the website;

6.2.3 Direct bank deposit or electronic funds transfer: If you pay via direct bank deposit or electronic funds transfer ('EFT'), payment must be made within five (5) working / business days of placing your order. The Company will not execute the order until receiving confirmation that payment has been received into the Company's bank account.

6.3 Purchase orders will be confirmed with you upon proof of receipt of payment.

6.4 In the case of EFT payments, products will only be released for delivery once payments reflect on the Company bank statements. It is agreed that until such time as payment has been made in full, the product remains the property of the Company.

6.5 The invoice must be retained as proof of purchase and payment.

7. Special Orders

7.1 You will be provided with a quotation for all made-to-order goods ('special orders')

7.2 It is your responsibility to verify the correctness of all the information on the quotation before the Company begins to process the special order.

7.3 A deposit to be determined by the Company shall be payable in advance and is required for all special orders. The deposit is subject to forfeiture if the special order is cancelled at any stage. The balance is payable in accordance with the Company's payment terms and conditions.

7.4 The lead time for special orders depends on the product, its availability and performance by the Company's suppliers or manufacturers. The anticipated lead time will be stated on the invoice. The Company will inform the customer of any delays.

7.5 It is acknowledged that products that are subject to special orders may differ from their samples due to hand-making processes and shall still be accepted by the customer.

7.6 No special orders will be subject to return, exchange or refund.

8. Agreement of Sale

8.1 An agreement of sale between you and the Company will come into effect upon completion of an online order on the website, and payment or payment authorisation being received by the Company, to the satisfaction of the Company.

8.2 You acknowledge that stock of all goods on offer is limited. When goods are no longer available the Company will notify you and you will be entitled to a refund of the amount paid by you for such goods. Whilst the Company will take all reasonable efforts to monitor stock levels, we cannot guarantee the availability of stock and we will only be liable for delivery of the goods when available. Should the goods no longer be available, you shall be entitled to either be credited or refunded for any payments already made by you.

9. Warranty

9.1 Under certain specifically defined circumstances, goods may be under warranty.

9.2 The warranty provides for the free repair or replacement of any faulty component. If collected from the Company, you are required to return the product to us at your own cost. Alternatively, if the Company delivered, we will exchange and deliver the product to you at our cost.

10. Errors

10.1 The Company shall take all reasonable efforts to accurately reflect the goods, purchase price and delivery charges on the website. However, should there be any errors which are reflected on the website, we shall not be held liable to rectify a transaction based on any error, apart from refunding any monies paid by you to the Company.

11. Cancellation

11.1 In terms of section 44 of the Electronic Communications and Transactions Act 25 of 2002 ('ECTA'), you are entitled to cancel your order for the goods without reason within seven (7) days of receipt of the goods without penalty. In such an event –

11.1.1 You will receive a full refund of the purchase price within thirty (30) days of the date of the cancellation of your order;

11.1.2 You undertake not to utilise the goods;

11.1.3 Your agreement of purchase will be deemed to have been cancelled;

11.1.4 You will be liable in terms of section 44(2) of ECTA for the direct costs of returning the goods, such as the costs incurred by our courier service for collecting the goods. You should note that your right to cancel your order for goods without penalty set out in this clause shall not apply where the goods that you have ordered are made to your specifications or are clearly personalised (see clause 3 in respect of Special Orders).

12. Refund Policy

12.1 Subject to the provisions of clause three above, goods may be returned only in the following circumstances:

12.1.1 When the goods are defective or damaged and therefore repair or exchange is not possible.

12.1.2 If the goods supplied by the Company are not the same goods that were ordered.

12.1.3 If any defect in the goods is discovered within a period of seven (7) days after delivery, this must be reported to the Company as soon as reasonably possible after the goods have been delivered to you. Thereafter, the goods must be returned to us within a period of 7 days after delivery. If the goods are not the same as what was ordered, this must be reported within twenty-four (24) hours after delivery. Any damage must also be reported within 24 hours of delivery.

12.2 If the goods have been approved by us in accordance with the provisions of clause 4.1, we will notify you and arrange for our couriers to collect the item from you;

12.3 You are required to present the original invoice as proof of purchase for all exchanges or returns. The Company will not accept any exchanges, returns or refunds without the original invoice.

12.4 If you are returning goods, it is agreed that you will package it carefully so that it does not become damaged en route. You are required to includethe Returns Request Number and a copy of your original invoice with any return.

12.5 You acknowledge that exchanges are subject to product availability at the time of the request for exchange.

12.6 The Company will check the condition of products presented for exchange or returned in order to establish if the products were deemed to be purchased and / or delivered in good condition, as checked and signed by you at the time of the purchase and / or delivery.

12.7 You agree that physically altered or partially disassembled goods may not be returned.

12.8 Once the product has been received and checked by the Company, your banking details will be verified in order to issue a credit note.

12.9 Products purchased during an online sale by the Company will be subject to the terms and conditions for that specific sale.

12.10 No special orders will be subject to return, exchange or refund (see clause 3 in respect of Special Orders).

13. Electronic Communications

13.1 When you visit the website or send emails to the Company, you consent to receiving electronic communications from the Company.