

## **1. Terms and Conditions**

These terms and conditions apply to all contracts for the sale of goods and/or services by Ventolite Blinds cc. Printed Conditions of purchase issued by the purchaser will be disregarded. No amendment of these terms and conditions will be binding upon Ventolite unless agreed by Ventolite in writing.

## **2. Orders**

2.1 Ventolite's salesman and agents are not authorized to conclude contracts or make representation on its behalf. Ventolite shall not be liable for any warranties given or representations made by them.

2.2 Orders must be in writing and shall notwithstanding the fact that the order may have been prepared by Ventolite's salesman, constitute an irrevocable offer by the purchaser to Ventolite to purchase the goods and/or services referred to in the order at the prices stated in the order or failing this at Ventolite's usual price

2.3 The purchaser must ensure that its order is conveyed to Ventolite in a clear unambiguous manner. Special care should be taken when the order is conveyed in writing. Ventolite does not accept responsibility for any errors which may arise as a result of an illegible order being mis-read. Confirmations of orders should be clearly identified as such in order to avoid them being mistaken as new orders.

2.4 No acceptance of any order shall be binding on Ventolite unless issued at Ventolite's head office at Durban, Natal which shall be deemed to be the place at which the contract was concluded. Where no prior notification of acceptance is given to the purchaser, the offer shall be deemed to have been accepted when Ventolite begins to fulfil the purchaser's order.

2.5 The purchaser shall ensure that any measurements or dimensions contained in the order are correct. Ventolite shall not be responsible for any errors in measurement notwithstanding the fact that the measurement was undertaken by its agents or employees.

2.6 If the goods are non-standard – ie: do not accord with Ventolite's standard designs or measurements, the purchaser shall supply Ventolite with detailed drawings, specifications or other information supplied by the purchaser.

## **3. Delivery**

3.1 If Ventolite is not responsible for installing the goods, delivery will be affected by handing over the goods to a carrier for transport to the buyer

3.2 If Ventolite is responsible for installing the goods, delivery will be effected by delivering the goods at the place which they are to be installed.

3.3 The risk in the goods shall pass to the purchaser on delivery.

3.4 If any amount due and payable by the purchaser to Ventolite is in arrear, or if the economic situation of the purchaser appears to Ventolite to have become so difficult that there is reason to fear that the purchaser will not be able to perform its obligations, Ventolite may suspend delivery.

3.5 Delivery is subject to the availability of stocks.

3.6 While Ventolite strives to ensure that the goods will be delivered by the delivery date, it does not warrant this. The purchaser shall not be entitled to cancel its order on account of non-delivery. Ventolite shall not be liable for any loss or damage whatsoever arising out of any delay or failure to deliver.

## **4. Installation**

4.1 If the goods are due to be installed by the purchaser, the responsible for ensuring that the installation will be carried out by properly trained workmen. The purchaser indemnifies Ventolite against any claims which may be made against it arising out of the installation of the goods.

4.2 If Ventolite is to carry out the installation of the goods, the purchaser shall be responsible for indicating where the goods are to be installed and warrants that the structure to which the goods are to be affixed is suitable for installation and is capable of bearing the weight of the goods installed.

The purchaser indemnifies Ventolite against any claims which may be made against it as a result of the goods being affixed to an unsuitable structure.

## **5. Purchase Price**

5.1 The purchase price shall be the amount stated in order or failing such amount, Ventolite's usual price.

5.2 Notwithstanding this, Ventolite shall be entitled to increase the price:

- a) To cover any cost increase it incurs before delivery.
- b) To cover any additional costs arising from any variation to the goods referred to in the order  
Whether as a result of alterations made by the purchaser, the correction of any omissions or discrepancies in drawing specifications and information supplied by the purchaser or otherwise.

Contact Details: Tel: 031 579 2670  
Fax: 031 579 2680  
Email: [orders@ventolite.co.za](mailto:orders@ventolite.co.za)  
Web: [www.ventolite.co.za](http://www.ventolite.co.za)

Address: Ventolite Blinds CC  
Unit 19 Springriver Park  
48 Ebonyfield Avenue  
Springfield Park  
Durban

## **6. Payment**

- 6.1 Payment shall be made on delivery of the goods or upon such extended terms of payment as have been agreed upon by Ventolite in writing.
- 6.2 If the terms of payment are cash against delivery, Ventolite may either postpone despatch of goods until it receives payment or it may despatch them on terms that reserve to it the right of disposal of the goods during transit.
- 6.3 In the latter case Ventolite may require that the goods shall not be handed over to the purchaser except against payment of the purchase price.
- 6.4 A failure to pay any amount on due date for payment will result in all outstanding amounts owing by the purchaser becoming due and payable immediately.
- 6.5 Interest on overdue payments will be charged at a rate of 1% per month above the prime lending rate published from time to time by Ventolite's bankers.
- 6.6 The purchaser shall not be entitled to withhold any payment pending the settlement of any claims or disputes.
- 6.7 Ownership in the goods shall not pass to the purchaser until the full purchase price has been paid.
- 6.8 In the event of any amount due Ventolite being handed over to an attorney for collection the purchaser shall pay such attorneys costs including collection commission as between attorney and own client.
- 6.9 The purchase price shall be payable without deduction or demand in South African currency free of bank charges at Ventolite's head office in Durban.

## **7. Breach**

Should the purchaser breach any of these terms and conditions Ventolite shall in addition to its common law remedies be entitled to either fulfil the order or tender fulfilment thereof or alternatively terminate the order and claim damages.

## **8. Warranties**

- 8.1 Ventolite warrants that the goods manufactured by it will be fit for the purpose for which they were manufactured. No other warranties or representations concerning the quality of the goods will be binding on Ventolite unless set out in writing and signed by it.
- 8.2 Ventolite gives no warranty regarding parts or components manufactured by others.
- 8.3 While Ventolite takes every care to provide accurate colour samples of its products it does not accept any responsibility for shade variations in a selected colour which may occur from one batch to another.

## **9. Claims**

- 9.1 The purchaser shall have no claim against Ventolite for defective goods unless the claim is lodged with Ventolite at its head office at Unit 19, 48 Ebonyfield Avenue, Springfield Park, Durban within fifteen (15) days of date of delivery. If the purchaser intends to reject defective goods they shall take reasonable steps to preserve the goods so that they can be returned to Ventolite.
- 9.2 Ventolite's liability in respect of defective goods proved to be defective shall be limited to replacing or repairing the goods, or at its election, to refunding the purchase price.
- 9.3 Ventolite shall have no liability for consequential loss or damage howsoever arising, even if such consequential loss is occasioned by Ventolite's negligence.
- 9.4 Ventolite accepts no liability where the goods have been mis-used, adapted for use for any other purpose other than for which they were manufactured, altered, modified or repaired otherwise than by Ventolite or its authorized agents.
- 9.5 The purchaser indemnifies Ventolite against any claim for damages sustained as a result of failure of any goods supplied or manufactured by Ventolite or where such goods are installed and by any damage arising from installation of such goods.

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