

URBAN LIVING STANDARD TERMS AND CONDITIONS

1. Introduction

- 1.1 Except as otherwise agreed in writing, all purchases, orders, quotations, refunds, repairs, offers to contract and contracts (whether written or oral) for, or related to, the supply of the products and/or services (Hereinafter collectively referred to as the "Products") offered by Urban Living from time to time, together with the use of the Urban Living website, shall be subject to these Standard Terms and Conditions (Hereinafter referred to as these "T's and C's"), which T's and C's shall supersede any and all other terms and conditions, wheresoever situated.

2. Definitions

- 2.1 In these T's and C's, unless inconsistent with or otherwise indicated by the context, the following words/phrases shall have the meaning ascribed to them hereunder;
- 2.1.1 "Customer" refers to shall mean the person, natural or otherwise, who purchases the Products from Urban Living under these T's and C's.
- 2.1.2 "Parties" refers to the Customer and Urban Living collectively and "Party" refers to either one of them as the context requires.
- 2.1.3 "Products" refers to the merchandise and/or services offered for sale by Urban Living to the Customer.
- 2.1.4 "Website" refers to the Urban Living website found at www.urbanliving.co.za.

3. Interpretation

- 3.1 In these T's and C's, unless inconsistent with or otherwise indicated by the context;
- 3.1.1 If any definition in these T's and C's contains a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the main body of these T's and C's.
- 3.1.2 The clause headings in these T's and C's have been inserted for convenience only and shall not be taken into account in its interpretation.
- 3.1.3 If, where figures are referred to in these T's and C's, there is a conflict between the expression thereof in numerals and in words, the words shall prevail.
- 3.1.4 The singular import shall include the plural and vice versa.
- 3.1.5 Words indicating one gender shall include the other gender.
- 3.1.6 Words indicating natural persons shall include artificial persons.
- 3.1.7 Where any number of days is prescribed in these T's and C's, they shall be calculated exclusive of the first day and inclusive of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

4. Orders and acceptance thereof

- 4.1 Urban Living reserves the right to reasonably decline any order and/or to suspend delivery and/or to decline to supply the Products to the Customer for whatsoever reason.
- 4.2 Any order placed with Urban Living by a Customer shall require express acceptance from Urban Living.

4.3 Any order placed with Urban Living by a Customer and duly accepted by Urban Living, shall require the payment of a 50% (Fifty Percent) deposit before such order will be binding on Urban Living.

4.4 The Customer may not cancel and/or vary an order confirmed after acceptance thereof by Urban Living, without the prior written consent of Urban Living.

5. **Reservation of Ownership**

5.1 Until such time as payment for any Products has been made in full, ownership thereof remains solely vested in Urban Living and nothing contained herein or elsewhere shall serve to transfer ownership in or to the Product.

6. **Payment**

6.1 A 50% (Fifty Percent) deposit is required to be paid by the Customer immediately upon acceptance of any order by Urban Living.

6.2 The full balance of the purchase price shall be due, owing and payable upon presentation of an invoice by Urban Living, which invoice shall be presented to the Customer as soon as the Products are ready for delivery.

6.3 Payment of the deposit, as per clause 6.1 above, and payment of the full balance of the purchase price, as per clause 6.2 above, must be made via an electronic funds transfer, unless otherwise agreed and confirmed via e-mail from Urban Living, into the bank account nominated by Urban Living for such purposes from time to time, free from deduction or set off and proof of payment must be e-mailed to Urban Living at orders@urbanliving.co.za

6.4 The Customer expressly acknowledges that no Products shall be released for collection/delivery prior to payment having been received in full by Urban Living, which payment must reflect in Urban Livings account notwithstanding the receipt of any proof of payment referred to in clause 6.3 above.

6.5 Notwithstanding anything to the contrary contained herein, Urban Living shall be entitled to charge the Customer interest, at the maximum prescribed interest rate, on any and all late payments, which interest shall be calculated daily from the due date until date of final payment, both days inclusive.

6.6 Unless expressly stated otherwise, any and all prices quoted shall be deemed to exclude Value Added Tax.

6.7 Unless expressly stated otherwise, any and all prices quoted shall be deemed to exclude any and all costs pertaining to delivery of the Products.

7. **Risk**

7.1 Risk in and to the Products shall pass from Urban Living to the Customer upon any of the following events;

7.1.1 Collection of the Products by the Customer, or its agent/representative.

7.1.2 Dispatch from Urban Living premises for delivery by an independent 3rd party delivery company. In this regard, the Customer expressly acknowledges that by opting for delivery using an independent 3rd party delivery company, any and all risk in and to the Products passes from Urban Living to it upon collection of the Products by the independent 3rd party delivery company from Urban Living, and accordingly the Customer shall have no claim against Urban Living for any losses or damages incurred during the delivery process. The Customer further acknowledges that the Products shall be deemed to have been in perfect condition at the time of collection by the independent 3rd party delivery company.

- 7.2 In furtherance of clauses 7.1.1 and 7.1.2 above, the Customer expressly indemnifies and holds harmless Urban Living against any losses and/or damages it, or any 3rd party, may suffer as a result of any damage to the Products, howsoever occurring, after the collection and/or dispatch of the Products from Urban Living's premises.

8. **Delivery of Products**

- 8.1 Urban Living shall use its best reasonable efforts to ensure that the Products, as ordered by the Customer, are ready for delivery on the date communicated to the Customer at the time of acceptance of the order by Urban Living.
- 8.2 The Customer expressly acknowledges that the best effort undertaking provided for in clause 8.1 above cannot be guaranteed and factors beyond the reasonable control of Urban Living may necessitate delays in the date of delivery. The Customer indemnifies and holds Urban Living harmless for any losses and/or damages it may incur as a result of any such delays.
- 8.3 Unless otherwise agreed, anticipated lead times for Products (expressly excluding any bespoke Products) is 4 (Four) to 6 (Six) weeks.
- 8.4 The anticipated lead times provided for in clause 8.3 above may be affected by, inter alia, public holidays (locally or internationally) and builders shut down periods from time to time.
- 8.5 The anticipated lead times provided for above specifically exclude any bespoke or "made-to-order" Products, such as, inter alia, those Products that may require fabric orders, which are as per the respective design house's turnaround time.
- 8.6 The actual date for delivery of the order, or part thereof, shall be communicated to the Customer as soon as the Products are ready for delivery and the Customer has paid the balance due on the order.
- 8.7 If, on notification of completion of the order in terms of clause 8.6 above, the Customer is not able to receive the Products for whatsoever reason, Urban Living may, at its sole discretion, store the Products at its' premises for a maximum period of 4 (Four) weeks, at no extra charge.
- 8.8 Any storage of the Products by Urban Living, as provided for in clause 8.7 above or in clause 8.9 below, shall be undertaken at the Customer's sole and exclusive risk and the Customer accordingly indemnifies and holds harmless Urban Living against any and all loss or damage it may suffer pursuant to any damage to, and/or total loss of, the Products while in storage with Urban Living, howsoever occurring and whether attributable to the negligence of Urban Living or otherwise.
- 8.9 Any storage of the Products, whether by prior arrangement or otherwise, beyond the aforementioned 4 (Four) week period, shall be charged at a monthly storage fee equal to 10% (Ten Percent) of the Customer's total invoice amount, to which the Customer hereby agrees, and which storage fees are required to be paid in full before the Products will be released for collection.
- 8.10 Urban Living reserves its rights to sell any Products which remain uncollected 3 (Three) months after notification to the Customer in terms of clause 8.6 hereof, in order to defray expenses and the Customer expressly indemnifies and holds harmless Urban Living against any losses and/or damages it may suffer pursuant thereto.
- 8.11 The Customer, or any person collecting the Products on the Customer's behalf, must produce an original order confirmation, (to which these T's and C's are attached), as well as the proof of payment (receipt), before the Products will be released, unless otherwise agreed.
- 8.12 Urban Living may, upon the express request of the Customer, facilitate the appointment of a 3rd party delivery company to collect the Products and deliver same to the Customer.
- 8.13 Any assistance provided for in terms of clause 8.12 hereof shall be at the exclusive cost and risk of the Customer.

9. **Special Circumstances**

- 9.1 In the event that any special conditions altering these Terms and Conditions are agreed in writing between the Parties, including inter alia, any special payment terms, any special delivery terms or any special lead times, Urban Living will only process the order once the final payment has been received.
- 9.2 No special conditions shall be enforceable unless agreed to in a confirmatory e-mail from Urban Living, and only then to the extent provided for in such confirmatory e-mail.
- 9.3 Any Products that are "On Sale" are sold "voetstoets" and are strictly non-refundable and non-exchangeable.
- 9.4 The Customer expressly acknowledges that it cannot hold Urban Living responsible for any, loss, damage or injury, howsoever arising, as a result of purchasing and/or assembling any Products which are sold unassembled, and to this end, the Customer expressly indemnifies and holds Urban Living harmless against any and all loss, damage and/or injury sustained as a result hereof.

10. **Product Warranty**

- 10.1 All Products sold, unless otherwise stated, carry a 1 (One) year manufacturer's warranty against patent defects.
- 10.2 The Customer acknowledges that, in instances where the product is made from solid wood, the item(s) may be subject to natural movement, depending on the climate conditions relevant to the Customer's location. This movement can be defined as swelling, shrinking, warping, bowing or spitting.
- 10.3 The Customer acknowledges that such movement described in 10.2 is not the result of a manufacturing defect, but rather a natural occurring phenomenon, which is beyond the control of Urban Living.
- 10.4 Urban Living may, at its own discretion, agree to repair the abovementioned occurrences described in 10.2, but these repair will be done at the cost of the Customer. The cost of transport to and from the factory will also be for the Customer's expense.
- 10.5 Any unauthorized alterations/repairs to the Products, or any misuse/abuse of the Products, or the failure to adhere to the use and/or care instructions provided by Urban Living on request, may void the manufacturer's warranty.
- 10.6 The decision as to whether a claim is subject to the manufacturer's warranty lies solely with Urban Living and/or the manufacturer and any decision in respect hereof is final and binding upon the Customer.
- 10.7 Nothing contained herein shall vary any common law rights that the Customer has in law, or any rights that it has in terms of any applicable legislation.
- 10.8 Urban Living manufactures home furniture, intended for indoor use only.

11. **Governing Law**

- 11.1 Any dispute that may arise between the Customer and Urban Living will be governed by the Laws of the Republic of South Africa and the Customer expressly consents to the jurisdiction of the Magistrates Court, notwithstanding that the quantum of any claim may fall outside of the jurisdiction of such Court.

12. **Personal Surety and Consent to Judgment**

- 12.1 In the event that the Customer is not a natural person, the natural person/s responsible for placing the order with Urban Living agree to be personally liable (jointly and severally in the

event that there is more than one natural person) to Urban Living for the due and proper payment of the full purchase price of the Products and for any and all other obligations stemming from these T's and C's.

- 12.2 In the event of a failure by the Customer to pay the full purchase price for the Products, the Customer consents to Urban Living obtaining judgment in a court of competent jurisdiction against it for the full outstanding amount due by the Customer to Urban Living and a certificate by the manager of Urban Living from time to time shall constitute prima facie proof of any and all outstanding debts due by the Customer to Urban Living.

13. **General Acknowledgements**

- 13.1 The Customer expressly acknowledges the following;

- 13.1.1 The images used on the Website are for illustration purposes only and the nature of the Products, and in particular the type of wood used, may necessitate variances from the images depicted on the Website.
- 13.1.2 The wood used for the manufacturing of the Products is, unless otherwise stated, "Comsel Oak", which contains various imperfections, knots and splits. Accordingly, no two pieces of Comsel Oak are ever identical in nature. The natural tint of the raw wood can also affect the end colour / result. Our intensive multistep finishing process results in an appearance that reveals the natural character of the wood. All our items are artisan crafted with care. Given the nature that our products are handmade and hand-finished, variations in the wood are to be expected and celebrated. Each item is unique and no two items are exactly alike.
- 13.1.3 Any "bespoke" changes affected to the Products at the Customers special instance and request, including changes in wood type, wood colouring, Product fittings, sizing, etc., are made entirely at the Customers sole risk and accordingly no guarantees or warranties are offered by Urban Living in respect hereof.
- 13.1.4 Should Urban Living assist the Customer by arranging for a 3rd party delivery company to deliver the Products to the Customer, as is provided for in clause 8.13 hereof, such delivery shall only provide for the delivery of the Products to the Customers designated address and shall not cover the cost of locating the Products inside the Customers house/premises. The Customer must ensure that it is able to locate the Products within its house without the assistance of the 3rd party delivery company.
- 13.1.5 The Customer acknowledges that all orders which require shipping outside of Kwa Zulu-Natal are sent, wherever possible, in batches so as to minimize the cost to the Customer. As a result of the aforesaid batching, occasional delays in delivery of up to two weeks can be incurred and accordingly, any Customer who wishes to avoid the possibility of delays should inform Urban Living at the time of requesting that arrangements be facilitated for the delivery of the Products by a 3rd party delivery company. Any individually shipped Products will incur a surcharge.
- 13.1.6 The Customer acknowledges that Urban Living manufactures home furniture, intended for indoor use only.
- 13.1.7 The Customer understands that wooden products respond to temperature and humidity changes and as such, cracking or warping may occur, as it is a natural product. The Customer also understands that Urban Living can not offer any warrantee against that.

14. **Use of the Website**

- 14.1 Customers who make use of the Urban Living Website, do so entirely at their own risk.
- 14.2 Urban Living makes no representations or warranties as to the accuracy of the content contained on the Website.

- 14.3 Urban Living undertakes to adhere to all applicable legislation when utilizing the Customers personal information obtained from its use of the Website, however in this regard the Customer acknowledges the following;
- 14.3.1 By using the site, the Customer is accepting the practices described hereunder, provided same are lawful. These practices may be changed, but any changes will be reflected on the Website and such changes will only apply to the Customers use of the Website going forward and not retrospectively.
- 14.3.2 Note, the privacy practices set forth herein are for the Urban Living Website only.
- 14.3.3 Urban Living undertakes to take all reasonable steps to protect the personal information of Customers. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:
http://www.dhs.gov.za/Content/PAIA/paia_manual.htm
- 14.3.4 Urban Living may collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by its Website visitors. The information provided is only used to fulfil the Customers specific request, unless permission to use it in another manner is given, for example to add the Customer to one of the Urban Living mailing lists.
- 14.3.5 The Website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.
- 14.3.6 Third party vendors or Ad Serving Companies, including Google and its subsidiary company DoubleClick, may show you ads related to products or services on this Website on other sites on the internet. These ads are based on the fact that you have visited this Website. This forms part of the Google Remarketing feature. Users of this site may opt out of this feature.
- 14.3.7 As an example; we may request Google to server you a Text Ad on the Google Search Network sometime after you have visited this Website. These ads may advise you of special offers or price reductions on Products you viewed while on the Website. This is made possible via information stored in your site-specific cookie.
- 14.3.8 Third party vendors or Ad Serving Companies, including Google, use cookies to serve ads based on your prior visits to this Website. Cookies do not contain personal or sensitive information about the user and are commonly used across the internet by almost all websites.
- 14.3.9 Users may opt out of Google's use of cookies by visiting the [Google advertising opt-out page](#).
- 14.4 The Urban Living Website complies with the [Google Advertising Cookies Policy](#).
- 14.5 Further information on how Google uses and protects information related to cookies and advertising can be found here: [Google advertising privacy policies](#)
- 14.6 Urban Living may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.