



# DAVID KRYNAUW DESIGN

David Krynauw Design (Pty) Ltd / CK Nr: 2021/946398/07  
Kleine Rijke, R512, Hartbeespoort, North-West, 0216, South Africa  
Email: info@davidkrynauw.com / Website: davidkrynauw.com  
f @davidkrynauwdesign / Tel Nr: +27 87 550 1415 / VAT Nr: 4310302353

## **CUSTOMER STANDARD TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1. The terms and conditions shall apply to the order placed by the “Customer” (making the purchase) at the “Provider” (David Krynauw Design (Pty) Ltd) in terms of:
  - 1.1.1. Web page order on: [www.davidkrynauw.com](http://www.davidkrynauw.com);**
  - 1.1.2. Customer order based on a quotation including but not limited to telephone, facsimile, email, in person etc.
- 1.2. The provider designs, manufactures and supplies artistic wooden furniture (the “Product”).
- 1.3. By placing an order with the Provider, the Customer automatically agrees to these Terms and Conditions and understands and agrees that legal obligations and rights are incurred.
- 1.4. In these Terms and Conditions, the following terms are specifically defined as:
  - 1.4.1. “Customer” – individual person or legal person/entity.
  - 1.4.2. “Provider” – David Krynauw Design (Pty) Ltd.
  - 1.4.3. “Order” – including but not limited to web-based order, quotation and or invoice;
  - 1.4.4. “Product” - design, manufacture and supply artistic wooden furniture.
  - 1.4.5. “Business day” – Monday to Friday in the South African calendar excluding the first day but including the last day.
  - 1.4.6. “Confirmation of order” – means the email or letter or telephonic confirmation from the provider to the customer of the ordered product and will also be regarded as the date of production planning phase.
  - 1.4.7. “Contract” – customer order of a designed artistic product/s in accordance with these terms and conditions.

### **2. COMPANY DETAIL**

The provider is an **artistic legal entity by the name and style of David Krynauw Design (Pty) Ltd as registered at the Registrar of Companies in the Republic of South Africa.**

### **3. CUSTOMER STATUS**

The customer herewith agrees and acknowledges that he/she/they are above 18 (eighteen) years of age and are at full capacity to incur legal liability and to accept rights



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without any limitations or special limitations in terms of the law and have legal capacity to act and engage in contractual agreements. The details of the customer are protected in terms of POPIA.

### 4. QUOTATION

The provider shall provide a quotation for approval to the customer as a proposal on what the provider can offer. Upon acceptance of the quotation a formal invoice shall follow confirming the order but not limited to the product, the quantity, the price, the bank details, and payment terms.

### 5. HOW A CONTRACT IS FORMED – OFFER AND ACCEPTANCE

The *consensus* reached between the provider and the customer upon the acceptance of the quotation for artistic works. The customer herewith is obliged to pay the products ordered by means of the invoice terms read with these terms and conditions unless otherwise agreed to in writing.

### 6. SPECIFICATION

- 6.1. The products to be designed, manufactured, and delivered will be in accordance with the specifications as per the confirmation of the order and/or invoice provided.
- 6.2. It is the customer responsibility to ensure that he/she/they are satisfied with the quotation and specifications, and should anything be not in accordance of what the customer requires it is the customers' sole responsibility to inform the provider prior to the agreement for such changes alternatively the customer shall be liable for payment of the goods as per the quotation and specifications.
- 6.3. Any modifications and or special requests to the order will be subject to additional costs and time limitations to be confirmed in writing by the provider.

### 7. DEPOSIT

The deposit amount payable shall be as per the invoice stipulations that shall be provided at the confirmation of the order.

### 8. PAYMENT

- 8.1. The amount payable shall be as per the invoice stipulations that shall be provided at the confirmation of the order.





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- 8.2. Unless agreed to in writing the payment method shall be via EFT (electronic transfer) with proof of payment to be provided to the provider.
- 8.3. Notwithstanding anything to the contrary and unless otherwise agreed to in writing the maximum rate of interest permitted in terms of the National Credit Act, 2006 and the regulations as amended from time to time, shall be levied on all overdue amounts after 30 (thirty) days from date of invoice.

### 9. CREDIT TERMS

No credit terms shall apply as the provider shall not provide credit. All purchases are cash on delivery and no alternative payment methods.

### 10. PRICE FLUCTUATIONS

- 10.1. Unless stated otherwise in writing the price as per the invoice provided shall be the price in South African rands and cents based as at the date thereof on the cost ruling regarding the quantity ordered and the artistic design criteria with / without special amendments.
- 10.2. The provider shall have the exclusive right to amend and or change prices subject but not limited to the type of wood, nails, glue etc. that will be used.

### 11. DELIVERY

- 11.1. Any product delivered that is not paid in full as per the invoice shall remain the property of the provider until full and final payment has been received by the provider.
- 11.2. The provider retains the exclusive right to cancel and or suspend deliveries under the contract if the Customer fails to make payment as set on the invoice. This provision also includes for any bankruptcy and or liquidation.
- 11.3. The provider undertakes to comply with the delivery terms as per the invoice but does not guarantee to do so. The provider shall not accept any responsibility towards any circumstances where delivery is delayed due to causes beyond its control including but not limited to acts of God, fire, explosion, war, pandemics, lockouts, strikes, unavailability of material, delays in sub-contractors, actions by the Government or any losses or delays in transit.
- 11.4. In the event that the product is not delivered to the customer or collected by the customer but is delivered to an independent carrier, the delivery to the carrier will be deemed as the delivery at the customer and the provider shall pass all the risk pertaining to the products to the independent carrier upon delivery.

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- 11.5. Any damages or manufacturer's fault shall be corresponded in writing to the provider within reasonable time after delivery.
- 11.6. The standard applicable Incoterms shall apply as revised from time to time at CIP (carriage and insurance paid to) delivery at the customers indicated delivery address.
- 11.7. If the customer will collect the products the incoterms shall apply as revised from time to time at EXW (ex-works).
- 11.8. The provider has the sole discretion to charge additional tariffs for delivery depending on the location and will correspond such additional costs prior to delivery and upon receipt of the delivery address from the Customer.
- 11.9. Should the customer change the delivery address the provider will be entitled to issue an additional invoice for a new delivery address.

## 12. AFTERCARE

### 12.1 GENERAL

All products from David Krynauw (Pty) Ltd are of the highest standard and quality. Proper cleaning and maintenance of your product can substantially extend the lifetime and ensure that the original quality is preserved. Please read through the care instructions to avoid common misperceptions with regards to recommended cleaning products and maintenance of the product components.

All products are intended for indoor use, unless specified otherwise. Outdoor Furniture is specifically made, finished and treated to slow down the process of aging in outdoor conditions although aging will still occur. Premature degradation will happen if the products are placed in areas exposed to excessive moisture, rapid temperature variations or constant Ultraviolet Radiation (direct sunlight).

### 12.2 TIMBER

Timber is a natural material and therefore each product will have unique variations in color, grain and natural blemishes. Natural timber expands and contracts due to temperature and humidity variations.



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Avoid placing the furniture in areas of direct heat, sunlight, damp environments or areas with irregular or extreme temperature changes (near heaters, steam, outdoor areas etc). This will limit the natural movement of the timber and prevent warping & cracking over time. A durable sealant is applied as a standard finish to the furniture which provides protection from light moisture, dirt and regular use.

To maintain this finish:

Regularly dust with a soft cloth and wipe occasionally with a slightly damp cloth. Any spills or potential stains can be prevented by immediately blotting the spillage, wiping down the area with a damp cloth and using a soft cloth to dry.

The use of abrasives, chemicals and other household cleaning products is not recommended, nor the application of polish, wax, oil or wood stains. Avoid sliding items across the surface as this can abrade or scratch the surface of the timber, and potentially damage the finish.

Take extra precaution not to place hot surfaces directly onto the timber.

The use of coasters or placemats can protect the surface from excessive exposure to heat and moisture and prolong the lifetime of the furniture.

### 12.3. LEATHER

Leather is a natural product and requires proper care to ensure preservation of the color and quality. Leather is sensitive to heat and direct light, so avoid placement in exposed areas which can cause the surface to lose moisture and fade.

Regularly dust leather surfaces and wipe down with a slightly damp soft cloth and allow to air dry. Conditioning of the leather is recommended once every 6 to 12 months to keep the surface from drying out and developing cracks.

Do not attempt to clean leather or remove stains without proper products. Avoid the application of any cleaning products not specifically intended for use on leather such as detergents, solvents, ammonia, bleach, all-purpose cleaners and furniture polish. Do not apply these products to clean or remove stains from the furniture as they can damage the leather.





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To clean spills and potential stains, immediately blot the area with a damp soft cloth or sponge and wipe dry. Do not soak the leather in water or soap products.

### 12.4. FABRIC (CONTRACT SPECIFICATION)

The standard fabric used for upholstering the furniture is 100% Polyester and has a Martindale Abrasion test result of 80 000 rubs, rendering it very durable and suitable for contract use. This fabric can be washed at 30oC, as well as cool ironed and tumble dried. To ensure color fastness and durability, professional dry cleaning of the upholstery is recommended using a milder solution of Perchloroethylene.

For minor spills and spot cleaning use a damp cloth and a small amount of mild fabric detergent to wipe down the fabric.

Use a damp cloth to wipe down and remove all of the detergent and let the fabric air-dry.

### 12.5. LUXURY FABRIC (NOT FOR CONTRACT SPECIFICATION)

The luxury fabric used for upholstering the furniture is 59% Acrylic and 41% Polyester and has a Martindale Abrasion test result of 30 000 rubs, rendering it very durable for domestic applications and not suitable for contract use.

This fabric can be washed at 30oC, as well as cool ironed. To ensure color fastness and durability, professional dry cleaning of the upholstery is recommended using a milder solution of Perchloroethylene.

For minor spills and spot cleaning use a damp cloth and a small amount of mild fabric detergent to wipe down the fabric. Use a damp cloth to wipe down and remove all of the detergent and let the fabric air dry.

Do not soak the fabric as it may cause damage to the upholstery of the furniture piece.

Avoid any contact of the fabric with chlorine, bleach, solvents, all-purpose cleaners or oil-based products.

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Do not soak the fabric as it may cause damage to the upholstery of the furniture piece. Avoid any contact of the fabric with chlorine, bleach, solvents, all-purpose cleaners or oil-based products.

### 12.6. POWDER COATED STEEL

To clean and maintain the powder coated finish, regularly wipe the surface with a soft brush or cloth using mild soap and hot filtered water.

Wipe away all of the soap from the product also using a soft brush or cloth and filtered water, and wipe dry with a soft cloth.

Do not use unfiltered water or groundwater to clean the powder coated surface, as some minerals commonly found in this water (sulfur, iron oxide, chlorine, fluoride etc.) may cause staining and damage to the product.

Avoid physical contact with abrasive materials as it may cause wear, damage, scratches, erosion or corrosion to the powder coating.

Do not expose the powder coating to chlorine chemicals, salt water, or harsh solvents.

Do not use cleaning solvents or petroleum based chemicals as this will remove micro layers of the finish over time and prematurely cause the coating to crack and fade in color.

### 12.7. COPPER PLATED STEEL

Copper plated surfaces are finished with lacquer which protects the surface and prevents corrosion. To maintain the surface quality and prevent dirt from building up:

Regularly dust the surface using a cold, slightly damp cloth. To clean copper use warm water and a small amount of mild dish soap and wipe down the entire surface.

Wipe away the remaining soap and water using a clean cloth and warm water, and wipe dry with a soft cloth

The use of abrasive materials, chemicals and other household cleaning products is





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not recommended as they can remove the lacquer coating and damage the copper plating.

Avoid contact with sharp objects as well as sliding items across the surface as this can potentially damage the finish and abrade or scratch the copper plated surface.

### 12.8. CHORD

The braided cord used is made from Polyester. Recommended method for cleaning the chord is to:

Rinse with cold water. Using a wet cloth, carefully wrap it around the affected area and squeeze to soak the outer layer of the cord with the water and remove dirt. Using a dry cloth, wrap it around the wet cord and squeeze out excess moisture, thereafter allowing it to air dry.

Do not make use of degreasers, acids, solvents, alcohols, alkaline chemicals, fabric softeners or bleach to clean the cord.

Do not make use of a heat source to dry the cord after cleaning. This can cause distortion at the core as well as structural damage.

## 13. RISK AND OWNERSHIP

- 13.1. The prover shall not accept any responsibility towards any circumstances where delivery is delayed due to causes beyond its control including but not limited to acts of God, fire, explosion, war, pandemics, lockouts, strikes, unavailability of material, delays in sub-contractors, actions by the Government or any losses or delays in transit.
- 13.2. In the event that the product is not delivered to the customer or collected by the customer but is delivered to an independent carrier, the delivery to the carrier will be deemed as the delivery at the customer and the provider shall pass all the risk pertaining to the products to the independent carrier upon delivery.
- 13.3. The standard applicable Incoterms shall apply as revised from time to time at CIP (carriage and insurance paid to) delivery at the customers indicated delivery address. The risk shall pass to the customer upon delivery at the agreed address.

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- 13.4. If the customer will collect the products the incoterms shall apply as revised from time to time at EXW (ex-works). The risk shall pass at the collection of the product at the manufacturing premises of the provider.
- 13.5. Any product delivered that is not paid in full as per the invoice shall remain the property of the provider until full and final payment has been received by the provider.
- 13.6. The provider shall have the right at any time to give notice of its continued ownership to every possessor or landlord of premises or transporter where the product is kept or stored or placed, whether for sale, repair, assembly or otherwise.
- 13.7. The Customer herewith expressly consent that in the event that the product is not paid in full the provider will have the exclusive right to enter the Customer's premises and to repossess the products without and prejudice of the customers rights.

### **14. PACKAGING, PACKING AND SHIPMENT**

- 14.1. The standard packaging will be in accordance with the provider's specification.
- 14.2. Any special requests to packaging and or packaging for special transport will be levied at additional tariffs.

### **15. CANCELLATION**

- 15.1. Once the order is placed and accepted by the provider the customer shall be liable to pay for any costs incurred in the manufacturing of the product.
- 15.2. Additional to paragraph 15.1. the deposit paid shall be forfeited in total.
- 15.3. If the provider cancels the contract due to the breach of the customer of any term of the agreement the provider shall also be entitled to the deposit as per paragraph 15.2. AND the full value of the products delivered and or the value of the finished product that was not delivered and or all material costs ordered and or all costs of the labor including special design requests and assembly (partially or fully).
- 15.4. The provider shall be entitled to cancel and or suspend all deliveries AND to suspend and or cancel the work if the Customer fails to make payments in terms of the agreement.
- 15.5. If the provider will enter into any business rescue and or liquidation and or voluntary liquidation and or placement of provisional and or final sequestration or

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judicial management procedures the provider may cancel and notify the customer in writing.

### 16. BREACH OF CONTRACT

- 16.1. Breach of contract will be including but not limited to minor, material, fundamental (repudiatory), and anticipatory.
- 16.2. In the event of a breach of this Agreement, the aggrieved party may give the defaulting party 10 days written notice to remedy the default, failing which the parties will have the right, without prejudice to his rights in law, to act as set out below.
- 16.3. If the aggrieved party is the provider, the provider may after the customers failure to remedy the default after receipt of notice, at his option without prejudice to his rights in law:
  - 16.3.1. cancel this Agreement and retain the Deposit; or
  - 16.3.2. enforce the terms hereof including payment of the full balance of the purchase price owing at the date of the customers breach subject to paragraph 15 stipulations.
- 16.4. If the aggrieved party is the customer, the customer may after the providers failure to remedy the default after receipt of notice, at his option without prejudice to his rights in law:
  - 16.4.1. cancel this Agreement.
  - 16.4.2. claim damages excluding the deposit amount and limited to the value of the product.

### 17. INSTALLATION

The provider is not responsible for any installation at the premises of the customer unless agreed in writing at additional costs.

### 18. WARRANTY

- 18.1. Unless stated otherwise the product shall have 5 (five) year manufacturers guarantee from the provider which shall include either product repair or replacement.
- 18.2. The warranty is subject to the return (and collection) of the product at the expense of the customer to the provider and upon the inspection and evaluation of the product to determine if repair or replacement shall take place.

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- 18.3. The warranty explicitly excludes damages caused by including but not limited to misuse and neglect during normal wear and tear AND normal wear and tear, willful damage.
- 18.4. The warranty shall expire when the customer attempts to repair and or send the product for repair to any other person and or service provider, the warranty will expire with immediate effect.
- 18.5. Should the customer purchase any parts to self-repair the product the warranty will also expire with immediate effect.

### 19. REFUND AND RETURN OF PRODUCT

- 19.1. No refund and or return will be accepted by the provider from the customer without any prior arrangement and express consent from the provider.
- 19.2. The product that is supplied by the provider is artistic design of nature and the use of natural materials have the effect that similar products manufactured will vary in color and texture due to natural materials used.
- 19.3. Should the product be returned a refund fee will be paid by the provider to the customer and the same shall be determined at the return agreement. No full refund of the purchase price is guaranteed as handling fees shall be applicable.
- 19.4. At the determination of the validity of the refund and return the provider shall make use of an expert in this field of manufacturing whether internal or external. Should the customer wish to appoint their own evaluator and expert the costs of such appointment shall be for their own expense.
- 19.5. The provider has the exclusive discretion to either replace the product or to accept the return and refund the customer.
- 19.6. Should the customer return the product and no fault is found and or the damages determined is due to the customer conduct, a handling fee shall be charged.

### 20. INDEMNITY

The Customer indemnifies the Provider in total from the following but not limited thereto: latent defects, damages, penalties, costs, charges, and expenses that the Customer may incur as a result from the purchase of the product.

### 21. LIMITATION OF LIABILITY

- 21.1. These terms and conditions are the entire liability from the provider to the customer and shall not exceed anything else except for what is specified herein.





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- 21.2. The provider shall not be liable under any circumstance for but not limited to the following:
  - 21.1.1. Any loss or injury.
  - 21.1.2. Any representations or warranties or undertakings by any servant, agent etc. of the service provider towards products provided.
- 21.3. Only expressed warranties in terms of these terms and conditions shall apply and any other further implied or expressed warranties outside of these terms and conditions shall not apply and be explicitly excluded.

## 22. DAMAGES

- 22.1. Damages are limited to the damages to the products and no personal liability shall be incurred due to any incident or accident.
- 22.2. The determination of the extent of damages shall be subject to paragraph 13 – 21.
- 22.3. General damages are damages considered to flow naturally and generally from a breach in the normal course of events and shall be determined by the provider pertaining to the product.
- 22.4. Damage recovery shall be limited to the value of the product.
- 22.5. The defaulting party will only be liable for special damages if two things can be proven: First, the innocent party must prove that there are special circumstances which make it reasonable to presume that the contracting parties contemplated the damage as a probable result of the breach of contract. Secondly, it must also be proved that the contracting parties entered into the contract with these special circumstances in mind or, more strictly formulated, that the parties had agreed, expressly or tacitly, that there would be liability for such damages.

## 23. INTELLECTUAL PROPERTY RIGHTS

- 23.1. The product is of artistic nature based on a design which is regarded as the ownership of the provider and the following exclusive rights including but not limited to patent, copyright and any other intellectual property right exclusively vested in the provider.
- 23.2. The Intellectual property rights remain with the provider even if the product has been paid for in full.

## 24. EXPORT AND IMPORT TERMS

- 24.1. The confirmation of the order is subject to the Providers delivery terms as per the invoice and additional delivery rates.

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- 24.2. For export of products a special export license will be required at additional charges and with additional time constraints.
- 24.3. If the export license is not ready or available on the day of dispatch, the customer shall bear all the additional costs pertaining to storage, relocation etc.
- 24.4. If the export is unsuccessful after 60 (sixty) days from date of initial dispatch, the provider shall be entitled to cancel the order and levy a handling fee as well as a fee for breach of contract.

### 25. UPDATE ON THESE TERMS AND CONDITIONS

- 25.1. **The provider has exclusive rights to edit, adjust, cancel, vary etc the terms and conditions at any time and the customer have sole responsibility to check any changes and updates to these terms and conditions on: [www.davidkrynauw.com](http://www.davidkrynauw.com)**
- 25.2. Changes to the terms and conditions are eminent and shall apply as soon as the terms and conditions are updated and posted to the website.
- 25.3. The customers continued use of the site following the posting of the changes or updates will be considered notice of the customers' acceptance to abide by the terms and conditions as updated from time to time.

### 26. FORCE MAJEURE

- 26.1. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes but not limited thereto (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- 26.2. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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  @davidkrynauwdesign / Tel Nr: +27 87 550 1415 / VAT Nr: 4310302353

### 27. DISPUTES

- 27.1. In the event that a dispute arises, the parties shall first anticipate resolving the issue *inter partes*.
- 27.2. Should the parties not be successful in resolving the dispute, mediation will take place within 20 (twenty) days thereafter with the appointed mediator of the provider in the Northwest Province of the Republic of South Africa.
- 27.3. Should mediation be unsuccessful the parties can arbitrate.
- 27.4. Should arbitration be unsuccessful the parties can consult a court of law in the Republic of South Africa with necessary jurisdiction.
- 27.5. Each party will bear their own costs until the court makes an order towards costs.
- 27.6. Should any party fail to participate in the out of court procedures the aggrieved party may consult the court immediately.

### 28. DOMICILIUM CITANDI ET EXECUTANDI

- 28.1. The agreed *domicilium citandi et exucutandi* shall be as per the final invoice with detail of the parties.
- 28.2. The services of documents will be regarded as accepted service delivered via hand, sheriff, facsimile, email, or other reasonable method to be proven.

### 29. APPLICABLE LEGISLATION

The Republic of South Africa's legal system shall govern the terms and disputes of this agreement.

### 30. GENERAL

- 30.1. Interpretation of the headings of this agreement will be reference purposes only and shall not affect the interpretation or construction of the terms and conditions.
- 30.2. Words that refer to the singulars also apply to the plural and *vice versa*.
- 30.3. references to "includes" or "including" or similar words shall mean without limitation.
- 30.4. The obligation is on the client to ensure they view the latest terms and conditions on: [www.davidkrynauw.com](http://www.davidkrynauw.com)
- 30.5. The provider reserves their right to make changes to these terms and conditions at any time.
- 30.6. These terms and conditions read with the invoice will form the full and final agreement unless agreed to otherwise in writing and consented to by all contracting parties.

This document is only valid for the date and the time that it was printed.

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REVISED IN TERMS OF ISO 45001, ISO 14001, ISO 9001; ISO 31000





## DAVID KRYNAUW DESIGN

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- 30.7. No rights or obligations may be transferred or ceded or assigned to any other person from the contracting parties unless agreed thereto by all contracting parties in writing.
- 30.8. In the event of severance of any provision or becomes invalid, illegal or unenforceable, it will be regarded as having been deleted from this Agreement. Any deletion under this clause will not affect the validity and enforceability of the rest of this Agreement.
- 30.9. The provider has a sole discretion to make use of any subcontractors under the direction of the provider.
- 30.10. The language to govern the agreement shall be English.
- 30.11. No amounts due or owed will be set off against any orders placed unless otherwise agreed to in writing.