

1. GENERAL These are the terms and conditions that apply when you buy goods from us online (“Online Shopping Terms”) via www.timbur.co.za.

2. ACCEPTANCE When you buy goods from us online, you agree to and accept all our terms and conditions. You also agree that Timbur may send invoices to you electronically.

3. YOUR ONLINE PROFILE When you register as an online shopper, you will have to create an online profile. This includes selecting a user name and choosing a password. You will be asked for your credentials (your user name and password) every time that you shop online with us. It is your responsibility to keep your credentials private and secure and not share them with anyone. Only authorised users may access their online profile with their credentials. We accept no liability for any damages or losses that you may suffer from the unauthorised use of your profile

4. GOODS AND PRICING

4.1 Goods subject to availability: All goods displayed on our website are subject to our lead times (As stated on the website). If any goods you ordered are not immediately available or are not available at all, we will let you know as soon as possible. Goods are only available for delivery in South Africa.

4.2 Price: The stated prices on our website are in South African Rand and are only valid and effective in South Africa.

4.3 Display: We will use our best efforts to accurately display the goods, specifically regarding their colour, description and price. Please remember however that the way you see the goods is also dependent on the device that you are using to access our website and we cannot guarantee that the goods you receive, will look exactly as you have seen it.

4.4 Orders: Your transaction will only be completed and you will become the owner of the goods:

4.4.1 once we receive payment from you, and

4.4.2 when the goods that you have ordered have been delivered to you (or when you have collected the goods). Once this happens, the transaction is complete and you assume all risk and full responsibility for the goods. We reserve the right to not process an order or to cancel an existing order (partially or completely) if there has been an error. Errors include the goods no longer being available, incorrect price or description of the goods. We will inform you of such errors as soon as we become aware of them. We will refund you the Rand value that you have paid, only if you have already paid for the cancelled order. We will not be liable for any other loss or claim relating to a transaction based on any error. We are not bound by any incorrect information about goods that are on other websites.

5. DELIVERY, COLLECTION AND STORAGE

5.1 Delivery fee We will charge a delivery fee for every order you place, which will be billed at checkout. For items other than furniture, the delivery fee is:

5.1.1 As quoted during checkout for any standard delivery within JHB/PTA,

5.1.2 Automatically calculated for any standard delivery outside JHB/PTA,

5.2 Pick-Up Collection Completed orders may be collected free of charge from our workshop in Lanseria by appointment.

5.3 Additional delivery charges Additional delivery charges (which will vary, depending on your delivery address) apply to outlying areas, as well as the delivery of furniture. Delivery fees may change at any time without notice to you. The delivery fee and any additional charges applicable to your order will be communicated to you and must be paid when you place an order. For queries regarding delivery, please call or email on 072 473 0380 or info@timbur.co.za

5.4 Delivery. We will arrange for delivery to the delivery address that you provided to us. We are not responsible for any loss or unauthorised use of the goods once we have delivered the goods to the delivery address you have provided to us. We deliver between 09h00 and 17h00 on weekdays (Monday to Friday, excluding public holidays) and we only deliver within South Africa. Our ability to deliver is also always subject to certain factors, including the availability of the goods and the supply of accurate delivery address details.

5.5 Delivery period We will always do what is reasonably possible (but cannot guarantee that we will be able) to ensure that delivery happens on the agreed date. The delivery date is subject to change due to circumstances beyond our control. We will notify you should there be any delivery-related problems and we are unable to deliver on the agreed date.

5.6 Documentation On delivery of your order, you will receive a delivery note.

5.7 Access to the delivery location You must ensure that we can access the place of delivery, and that the location is cleared for the goods to be delivered. We can only deliver the goods if it can fit into lifts, on staircases, through passages and through doors at the delivery address. We do not hoist goods onto balconies. Our delivery crew is not permitted to rearrange your furniture, clear areas in preparation for the delivery or remove unwanted goods from the premises. Please do not tip or pay our delivery crew members.

5.8 Stock availability We manufacture to order, however we do occasionally keep stock for certain specials. We cannot guarantee the availability of stock, but will use reasonable efforts to ensure that stock is available. We will notify when goods are no longer available after you have placed an order. We will refund you the Rand value for the goods you have purchased.

5.9 Assembling goods. We deliver assembled goods (if applicable), or we assemble the goods for you at your delivery address. We are not liable for any damage to goods or personal injury you or anyone else may suffer if you choose to assemble the goods yourself.

Goods delivered will be unwrapped on site and the packing and wrapping material removed unless requested otherwise. It is your responsibility to remove all items of value from the delivery site and that your pets and small children are secured in a safe location away from the delivery site. We do not take responsibility for any items claimed to be missing or any breakages during or following a delivery.

5.10 Accepting your delivery If you are unable to accept the goods yourself, please ensure that you or your authorised representative are available at the delivery address. If anyone other than you accepts delivery of the goods at the delivery address, they are presumed to be authorised to accept the goods on your behalf. On delivery we will require that you or your authorised representative sign for the goods, write down your or their name and produce a form of identification (for example, an original ID or driver's licence). This is to confirm that the goods have been received. If no one is at the delivery address to accept delivery, we will contact you to arrange an alternative time. You will be charged additional delivery charges if we cannot deliver the goods to you due to access problems or if you are not available when we deliver the goods. If we are unable to deliver the goods to you after three attempts, or should we deem it appropriate under the circumstances, we reserve the right to cancel your order, deduct charges we have incurred for failed deliveries or additional storage, and refund the balance due to you.

5.11 Inspecting the goods. You must inspect the goods when they are delivered to you. If you are satisfied that the goods are in good condition and not damaged, you or your representative must sign the delivery slip, which will be proof that the goods have been delivered in a good, undamaged condition. If the goods are damaged in any way, you must note the nature of the damage on the delivery slip and notify us within 24 hours...you must accept delivery of the goods. We will arrange for a collection should the damage to product have occurred during production or transport.

5.12 Courier. We make use of courier services to deliver the goods to you. We are not liable for any damage suffered or any losses incurred arising out of any act or omission by the courier, its directors, employees, sub-contractors, agents or representatives.

5.13 Collection of furniture You can collect furniture from our distribution centres or have the furniture delivered to you. You must inform us if you would like to collect the furniture from a distribution centre on an agreed collection date. The collection date must be confirmed at least two working days before you intend to collect the goods ("working days" means weekdays: Monday to Friday, excluding public holidays). You must provide us with the following information:

5.14.1 whether you want the goods to be assembled before collection,

5.14.2 the name of the person who will collect the goods, and

5.14.3 the date and time of collection. The person who collects the goods must have the original order confirmation, the original proof of purchase such as the invoice and produce a form of identification. You or your representative must inspect the goods when they are collected and sign a collection slip, which will be proof that the goods were collected in

good, undamaged condition. You accept full responsibility for the goods once they leave our distribution centre and we will not be held liable for any loss or damage to the goods, whether you, your representative or a third party transporter collects the goods

6. REPAIRS AND GENERAL WARRANTIES

6.1 Incorrect items delivered. Should we accidentally deliver the wrong goods to you, or if the goods are not as described on the website, or the goods are missing any parts:

6.1.1 Please do not remove any of the stickers or labels, or remove the goods from its original packaging

6.1.2 Notify us as immediately and we will collect the goods from you at no charge for replacement or repair.

6.2 If goods are faulty or defective and do not have a specific warranty or guarantee, you may return them for repair within 12 (twelve) months from the date of purchase, provided that the goods have been used for their intended purpose and they have been cared for, moved or cleaned (a damp cloth is sufficient for all our products) . We may in certain instances require an assessment of the goods and require you to pay us an assessment fee before we do an assessment. If, after we have assessed the goods, we find that the goods are defective or that there are quality issues, we will refund your assessment fee and either repair the goods, replace the goods or refund you the value of the goods in the same way that you paid for the goods. If we discover in our assessment that you have not adhered to the use and care instructions of the goods, or that the goods are not defective or not affected by quality issues, we will refuse to refund you or accept return of these goods.

6.3 Our goods, which include homeware and furniture are intended for use in an ordinary residential or domestic environment only and are not fit for any commercial or industrial use. Should you use our goods in a commercial or industrial environment, you do so entirely at your own risk, as our normal guarantees and warranties will not apply under these circumstances.

6.4 Every wood product is unique and might have markings which form part of the characteristics of the product. These natural markings will not be regarded as defects.

7. PAYMENT

7.1 We take reasonable steps to secure your payment information and we use a payment system that is sufficiently secure, with reference to accepted technological standards at the time of the transaction and the type of the transaction concerned. Transacting with us electronically (including transacting and using your credit card on our website) is safe and secure.

8. 8.1 CANCELLATIONS: All our products are manufactured to order which means we order raw material and manufacture an item/items specifically for your order. Any orders cancelled that are placed via our website/ordered off a quotation are subject to a 15%

cancellation fee. If the raw materials have already been procured for your order, it will attract a 50% cancellation fee.

9. 9.1 GENERAL We are entitled to amend these online shopping terms and conditions, at our sole discretion, from time to time. We will notify you of changes to these terms.