



## **TABLED Namibia terms and conditions**

### **PAYMENT:**

TABLED Namibia requires a deposit of 75% of the total purchase price for all orders. Orders received without a deposit will be held pending the receipt of the deposit payment. All payments must be received from the purchaser as identified in the purchase order. No third party payments will be accepted, unless approved in writing by TABLED Namibia. Acceptance of third party payments is an accommodation and does not create any relationship between TABLED Namibia and the third party.

A service fee of 5% per month will be applied to orders that remain unpaid after (30) days of being invoiced. Canceled orders are subject to a cancellation fee. Acknowledged orders canceled prior to entering production are subject to a fee in the amount of 20% of the total purchase price. Orders canceled thereafter will be subject to a larger cancellation fee determined at the sole discretion of TABLED Namibia. The purchaser agrees that the cancellation fees compensate TABLED Namibia for the reasonable estimate of losses on the canceled order. Any order not shipped within 10 days of notification of completion is subject to a N\$75- per day, N\$150,- minimum, storage fee.

### **PRICES:**

Prices are subject to change without notice after an order has been accepted. TABLED Namibia reserves the right to change prices based on changes in quantities or total value of previously provided contract quotations, changes in orders from the purchaser and to correct pricing on orders received which contain modifications from the original order. Unless otherwise acknowledged in writing, prices include bubble wrap or carton packing, but, do not include freight or delivery, in-transit insurance, storage, service, taxes, receiving or installation.

### **ABANDONMENT & COLLECTIONS:**

Merchandise not paid for within 90 days of completion will be considered abandoned. In addition to any other remedy, TABLED Namibia shall be entitled to liquidate the merchandise, retain all deposits and apply such proceeds to the unpaid invoiced balances. The purchaser is liable for any collection, legal fees and expenses incurred in the collection of unpaid invoices and any storage or related fees.

### **ACCEPTANCE:**

The terms and conditions set forth herein represent an offer by TABLED Namibia to sell product to the purchaser. The purchaser's acceptance of a TABLED Namibia sales order acknowledgment or invoice is an acceptance of the terms and conditions herein. In the event that the terms and conditions of an order are contrary to the terms and conditions indicated herein, these terms and conditions shall supersede any inconsistent or contrary terms and conditions indicated on the actual order or any other document supplied by the purchaser. A waiver of any one term or condition shall not be deemed a waiver of any other term or condition.

### **CLAIMS/RETURNS:**

All claims for workmanship defects, shortages and errors must be made within (3) days, after receipt of the merchandise to director Adriaan van Wyk (00264-81-3792625). Any repairs or claims must be documented in writing accompanied by photographs and sent to TABLED Namibia. Payments will not be made for any unauthorized repairs. Failure to make a claim within two (2) days after receipt of the merchandise constitutes acceptance of the merchandise and a waiver of claims.

TABLED Namibia is not responsible for any freight related claims, but will assist the purchaser, if possible. All merchandise is inspected before shipping and acknowledged in a signed document by the freight company that the items have been picked up in good condition. Third party shippers have sole responsibility for any damage, loss or shortages incurred during transit. Purchasers or their receiving warehouses must inspect the items upon arrival and make claims for any damage, loss or shortages directly to the carrier. Purchaser or their receiving warehouse should retain all packing materials of damaged items until the claim is resolved.

No merchandise can be returned to TABLED Namibia without its written consent. Unauthorized returns will be reshipped to the location of origin freight collect. Claims resulting in lawsuits must be filed with the court of competent jurisdiction in Namibia.

### **CUSTOM REQUESTS:**

Custom quotes must be reviewed by TABLED Namibia for suitability before it is accepted into production. TABLED Namibia reserves the right to reject custom requests. TABLED Namibia also reserves the right to make changes which relate to product structural integrity without notice.

### **CUSTOMER'S OWN MATERIALS (COM):**

Production will not begin on any item requiring any type of fabric, leather, trim or cords supplied by the purchaser until ALL the materials for the item ordered have arrived, been identified and inspected. TABLED Namibia assume all COM received have been inspected and are ready for use. The purchaser is responsible for ensuring that all materials are identifiable when received. The purchaser takes responsibility for the wear-ability, safety, or fire code validity of the materials supplied by the purchaser. TABLED Namibia takes no responsibility for the selection of materials chosen by the customer. TABLED Namibia warranties does not extend to customer materials supplied by the purchaser. All fabric defect related claims are the sole responsibility of the Customer and fabric vendor.



**DELIVERY:**

Delivery dates and lead times are estimates only, based on production schedules at the time of the order, and are subject to change. Production cannot begin and lead times cannot be calculated until the acceptance of the order by TABLED Namibia which includes: receipt of the required deposit; receipt of all COM; and confirmation of any changes, modifications or approvals to the original order. TABLED Namibia shall not be held responsible for any delays in production, or any costs related to late deliveries.

**FREIGHT & SHIPPING:**

TABLED Namibia will ship furniture items prepaid and billed, via furniture specific carriers, as a service to the purchaser. The normal delivery times are 3-10 business days. This time may be extended if the delivery is going to a remote location. Once an item has left the facility, we can track the shipment, but have no control over the transportation of the goods. Purchasers can select their own carriers. However, TABLED Namibia takes no responsibility for tracking other carriers' shipments or assistance in any freight related claims. Information for carriers, other than those offered by TABLED Namibia, must be identified on the purchaser's order including; the carrier's name, address, contact information and phone number. Freight rates are subject to change due to carrier price changes and fuel surcharges. Our prepaid freight is based on cubes or weight, not value. In shipping dock to dock, the carriers will only deliver to a professional receiving/delivery service. All furniture should be unpacked, examined and repacked before delivery to the end user. TABLED Namibia is not responsible for furniture that is not properly repacked.

**IN HOME DELIVERY:**

In most cases, items can be shipped directly to the end user by our own drivers. They will place the furniture into the customer's home. They will not remove doors or move other furnishings in the home. Be sure the furniture ordered will fit into the delivery location. If the delivery is deemed difficult, the customer may be asked to sign a damage waiver for the items being delivered.

The customer should inspect the goods immediately upon arrival, and if there is damage or a defect noticed, the delivery should be refused as there is no recourse against the In Home Delivery service once the items are accepted. In Home Delivery may extend the estimated delivery time for several weeks, especially if the delivery location is in a remote area. Contact your TABLED Namibia Customer Service Representative to provide a quote for an In Home Delivery.

**LIMITATION OF LIABILITY:**

TABLED Namibia liability for any claim of any kind, including loss or damage resulting from or in connection with the manufacture, sales, delivery, resale, repair or use of any item covered by or supplied under these terms and conditions of sale shall in no case exceed the price of the item which gives rise to the claim. Any action for breach of this Agreement must be made within one year after the sale.

**ORDERS:**

Written orders received from the purchaser with all the correct information will be acknowledged by TABLED Namibia in writing within 48 hours. TABLED Namibia reserves the right to reject any order, refund any deposit and return any COM freight collect. It is the responsibility of the purchaser to advise TABLED Namibia in writing of any errors or discrepancies in the sales order acknowledgment within five (5) days of the receipt of the acknowledgment by TABLED Namibia. Changes to an order are subject to additional charges for materials, labor and other related costs and the order will be held until written confirmation from the purchaser is received. All furniture is subject to minor changes in details from the specifications noted as it applies to hardware, finishes and other minor upholstery details.

**PRODUCTS:**

TABLED Namibia reserves the right to make minor changes in furniture design, dimensions and other materials without prior notice. TABLED Namibia products are handcrafted and can have minor variations or imperfections relating to the production process. All dimensions can have slight variations. Wood finishes can vary from samples and exact matching is not guaranteed.

**INTELLECTUAL PROPERTY:**

The intellectual property (IP) of the TABLED Namibia furniture designs reside with TABLED Namibia at any time. The IP-rights cannot forfeit to other parties, other than through a written agreement with TABLED Namibia. Customers or third parties without license for the TABLED Namibia IP are not allowed to reproduce, replicate or copy the designs of TABLED Namibia.

**USAGE AND MAINTENANCE:**

TABLED Namibia products are made with care and high quality finishes. To keep your finishes in good shape, don't use cleaning agents other than mild soaps on the product, applied with a damp cloth. For upholstered items, please request the custom cleaning methods. Aggressive cleaning products like ammonia or chlorine will degrade the finishes over time. Products should not be exposed to liquids or oils. Keep your TABLED products away from hot materials or liquids, heat sources and fire to prevent damage. Products are not meant to be used outdoors, unless stated otherwise in the product description. Keep sharp objects away from your furniture, as they might scratch or damage the finishes.

**WARRANTY:**

TABLED Namibia products are sold with a limited warranty against defects in materials and workmanship for a period of one year from the delivery date. Fully upholstered frames carry a limited lifetime warranty. TABLED Namibia reserves the right to repair or replace defective merchandise, at its sole discretion. This limited warranty does not extend to other materials supplied by the purchaser or damage caused by shipping, accident, abuse, misuse, cleaning, or normal wear and tear. All other warranties express or implied are excluded.