

OUR TERMS & CONDITIONS OF SALE

APPLICABLE LAWS

These terms are intended to neither counter nor reduce any rights you have as a consumer. In all cases, any disputes which may arise will be subject to the prevailing laws and acts of the Republic of South Africa.

GENERAL LIMITATION OF LIABILITY

We are not liable for any injury, loss or damage suffered by our customers through the use of HOMEWOOD products and services save those resulting from gross negligence or wilful or intentional acts committed by our employees.

CUSTOMER PRIVACY

We respect your rights to privacy, and will not unnecessarily contact you without your permission, which permission may be revoked at any time.

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1) STANDARD AND CUSTOM ORDER PROCEDURES:

- Quotations for custom and standard products will be gladly given, without obligation.
- Orders may be confirmed by phone, e-mail, fax or in person through your showroom sales consultant or agent.
- Orders will be confirmed in writing within 2 working days of receipt of deposit payments. Please ensure all details are correctly stated and comply with items as agreed with your consultant, and advise us of any errors or changes within 24 hours of receipt of confirmation.
- For custom orders, dimensioned CAD drawings will be sent to you on deposit receipt confirmation. These drawings must be accepted in writing.
- Design change requests must be in writing – marked on CADs if possible.
- New CAD drawings will be submitted with requested changes.
- Custom drawings once accepted are part of the sales agreement, and no further changes are permitted. Production lead times start on your written acceptance of drawings.

2) ORDER CANCELLATION:

- Standard item orders may be cancelled prior to delivery. Reasonable costs incurred by us resultant from cancellation MAY be claimed against deposits, especially if production has begun.
- If design consensus on custom items is not reached, orders may be cancelled and deposits will be refunded, less a design fee.
- This design fee will be based on design time spent on the project, calculated at the rate prevailing at the time of ordering.
- All drawings remain the property of HOMEWOOD, and we may at any time choose to produce goods as designed or with modifications.

3) PRODUCTS AND PRICING:

- Product information is accurate at the time of release, however design changes/enhancements are possible without prior notice to customers, and these may result in price adjustments.
- Prices, where shown are inclusive of VAT and include delivery to Gauteng and KZN main centres. Supplemental delivery charges MAY apply to other areas.
- Wood is a natural product, and colours may vary significantly from samples or physical items seen. Natural wood features such as knots, checks, and shakes are acceptable 'defects' and are not quality problems.
- We do not practise wood selection, all pieces are randomly pulled from stock.
- Colour change and wood movement are natural features of wood, with tolerances of up to 5mm per linear metre acceptable for bowing, warping and sagging. This movement will often change with seasons.
- Our furniture is crafted and not engineered; minor surface unevenness and imperfections are evidence of its hand worked origins, and are not faults.
- No HOMEWOOD guarantee is given on leathers and fabrics. Please ensure from the supplier's specifications and care instructions that your choice is suitable and correct for your application.

4) PAYMENTS:

- A 50% deposit of the full quoted net price including VAT and any special charges is required with order confirmation.
- The full balance is payable PRIOR TO DELIVERY.
- We are NOT a registered credit provider, and are not permitted to supply goods on credit terms.
- Payments may be made by cash, card, or EFT to the HOMEWOOD bank account nominated by our sales representatives.
- EFT payments will only be deemed received once reflected on our bank statement.

- All prices are payable in South African Rands.
- Goods remain the property of HOMEWOOD until paid for in full.
- All goods may be inspected at our factory prior to delivery, and photographs will be supplied on request.
- Discounts allowed may not be claimed as rebates or chargebacks.
- We do not do trade-ins.

5) COLLECTION AND DELIVERY:

- Goods may be collected at no charge and with no deduction of delivery costs from pricing, by arrangement. Invoices and proof of full payment for goods will be requested, and such documents will be accepted as authorization to collect.
- Collected goods must be checked for quality at the collection venue. Subsequent damage claims will not be entertained.
- Delivery dates given on order confirmation are best estimates, and may change due to intervening factors.
- Should you be unable to receive delivery of goods on the advised planned delivery date goods will be stored at your risk for a period of up to four weeks, whereafter storage charges to a maximum of 10% of the order value per month may be levied at our discretion.
- Planned deliveries will be scheduled in advance, with an invoice request for final payment sent via e-mail as prior notification.
- Non-receipt of payment confirmation 24 hours before transport departure from the factory will likely result in a delayed delivery.
- We will advise you of a PLANNED delivery time window. Scheduling is a best estimate. We will try to keep you informed of any foreseen delays.
- PLEASE ENSURE ACCESS TO YOUR PROPERTY IS GRANTED AND THAT DOORS & ENTRANCES ARE CLEAR AND SUITABLE FOR DELIVERY OF YOUR GOODS.

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- Signed delivery notes will be recorded as proof of delivery or collection, and as acceptance of the condition of goods received.
- Please ensure that whoever is on hand to sign for receipt of goods has legal authority to do so.
- It is important that goods are checked on receipt for compliance with order details and quality.
- Any discrepancies or concerns should be noted on delivery notes.
- Any charges for special equipment required for handling, loading, offloading and moving of goods will be for the customer's account.
- Any road fund levies, deposits, tolls or other charges levied for access to private properties and residential estates will be for the customer's account. Please note we use a 5 ton delivery vehicle, and advise us in advance if this will not be able to reach your property.
- Our delivery crew is responsible for delivery of ordered goods to your specified premises, and not for the final placement of goods inside your home. We undertake however to assist in doing this as a free service whenever possible, but our staff is not permitted to remove, handle or relocate existing items of furniture or personal effects to accomplish this. Please do not ask them to do so.
- For export orders our terms, unless otherwise agreed, are ex-works or FOB. Provision for inspection and acceptance of goods at the agreed destination must be made by the customer.

6) ON SITE AND SELF ASSEMBLY:

- Most HOMEWOOD products will be delivered in a fully assembled state.
- Exceptions are full frame beds and certain mechanically assembled tables such as the Omusha.
- Our delivery team is trained in the assembly of these products and will assemble them on site for you, unless instructed not to do so.

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- If self-assembly is planned, please request assembly instructions and diagrams should these not accompany goods on delivery.
- Disassembly of these items may be necessary for moving items during relocation. Please request instructions and diagrams should you not have these.
- DIY assembly / disassembly is undertaken ENTIRELY at your own risk

NOTE: THE ABOVE APPLIES TO FREE STANDING FURNITURE ITEMS ONLY. WE DO NOT DO INSTALLATIONS. THIS SHOULD HAVE BEEN MADE CLEAR IF YOU HAVE CHOSEN TO OBTAIN INSTALLABLE ITEMS SUCH AS FLOATING SHELVES OR COUNTER TOPS FROM US. HIGH LEVEL PLASMA AND PEDESTAL SHELVING UNITS THAT REQUIRE WALL FIXING STABILIZATION WILL ALSO BE YOUR RESPONSIBILITY.

7) RETURNS & REFUNDS:

- Should standard items fail to meet your reasonable expectations within 30 days from delivery/receipt we will refund the purchase price on returned of goods – provided they are in the condition in which they were received.
- Refunds will be made by bank account deposit or credit card refund, dependent on the original form of payment. No cash refunds will be made.
- Custom items and goods upholstered in your choice of material are not returnable. Your attention is drawn to the provisions of sections 19 and 20 of the Consumer Protection Act in this regard.
- We will undertake to resell unwanted custom goods, on consignment and entirely at your own risk. Unsold goods may be collected from the display showroom or returned at our discretion at any time.
- If floor space is available we will undertake to resell on your behalf any HOMEWOOD products no longer required. Reconditioning to facilitate such sales MAY be undertaken for a service charge, payable IN FULL prior to display.

8) WARRANTY:

- Our full warranty document is available on our downloads page.

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- The warranty is limited, covering defective materials and workmanship, and is for a period of five years from delivery.
- Issues covered and not covered are explained in the full document.
- Fair wear and tear and age/usage patination is not covered
- Our warranty is dependent on compliance with care and maintenance instructions, and use of products as intended.
- Faulty goods will be repaired to as new condition, or replaced at our discretion.
- Service and repair requests should be lodged in writing with accompanying photographs of complaints.
- Non-warrantee service requests will be accommodated where possible, but will be chargeable.
- Any third party changes made to products or wood finishes will void the warranty.
- Proof of purchase MAY be requested when claiming against warranties.

9) CARE & MAINTENANCE:

- Our warranty is dependent on evidence of correct maintenance of your furniture. With correct care, solid wood and upholstered products will give a lifetime and more of enjoyment.
- A general rule is - less product more frequently for best results.
- Full warranty and care documents are in the downloads section of this website.

We offer three basic finishes on our furniture. Care will differ for each of these, and the choice is usually determined by the area in which goods will be used.

- Oils – best for outdoors, may be used indoors. Re-oil when wood appears dry.
- Waxes – only indoor use. Re-wax and buff when wood appears marked or dry.
- Sealants – all areas. Wipe clean with moist non-abrasive cloths taking care not to scratch through surfaces. Rystix may be reapplied to refresh appearance.

- Fabric care instructions and guarantees should be obtained from the supplier of your chosen material.

10) IMPORTANT NOTES:

SOLID WOOD FURNITURE:

- Wood is a living material.
- It breathes. It moves (shrinks and swells). It exudes aromas. It changes colour.
- It has characteristic grain patterns, knots, checks and shakes. These are features and not defects. Take time to understand them.
- At HOMEWOOD we understand wood science. We design our pieces to work with the natural features and behaviour of wood.
- We are attracted by its warmth, its feel and its imperfect randomness. Each unique piece of timber tells the story of a tree. Due to natural variations, we cannot guarantee the exact colour of your furniture. Our materials are randomly selected and mixed and the tones and grain patterns will vary from piece to piece. Displayed wood samples and actual furniture, although typical, are simply a guide to the way your own piece of furniture will look.

CRAFTED FURNITURE:

- HOMEWOOD furniture is crafted, not engineered.
- The small imperfections and irregularities of your furniture are not flaws, but evidence of its crafted origins.
- Not only does each piece retain the honestly made appearance of furniture from days gone by, but we are able to provide both skills training and employment opportunities to the local community.
- Each of our workers supports an extended family, with many being the main or sole breadwinner in the family. We do not see this as charity, but by supporting us you are engaged in socially conscious consumerism.



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- To ensure true and square shaping initial cutting is done in a finely set four head moulder, but our processes beyond this from jointing through to final touch-ups are largely manual. This is a conscious choice we have made to ensure that we retain the crafted look which has become our hallmark.
- See more about this on our Pinterest board “Crafting HOMEWOOD Luxury”.

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