

Terms and Conditions:

1. Any reference made to "Mr. Washline" below will refer to the registered Business, namely: "Mr Washline CC" with registration number CK 2005/160969/23.
2. By placing an order with Mr. Washline, you acknowledge that you understand and agree to the terms, conditions, notice periods and disclaimers contained in this agreement.
3. Mr. Washline reserves the right to institute changes and amendments to any of the terms in this agreement on condition that reasonable notice thereof is given to the Customer in writing.
4. Prices quoted are valid for 30 days only and subject to unforeseen damages. The price may be subject to increase due to circumstances beyond the Mr. Washline's control (i.e. increase to fuel, supplier's costs and/or manufacturing charges) or due to unforeseen damages. The customer will be notified of such increase and/or of any authorization before commencing with the job or order.
5. Mr. Washline undertakes to, unless it states a specific limitation, have sufficient advertised stock available as stipulated on the quotation. If the Supplier runs out of stock, it will attempt to obtain stock or will offer the customer a reasonable alternative. Although Mr. Washline takes care to ensure that all quotations are correct, it will not be bound to any price that contains an inadvertent and/or obvious error. If a mistake occurs in any advertisement, Mr. Washline undertakes to take all reasonable steps to inform the customer of the correct details.
6. Mr. Washline requires a deposit equal to 50% of the full invoice price that is payable on acceptance of the quotation (i.e. "Confirmation of the Order"). The balance is payable on delivery/installation or collection whichever occurs first.
7. We may impose a cancellation fee in the event of cancellation before delivery. The fee will depend on the nature of the order, the length of notice of cancellation before delivery, the reasonable potential to find alternative clients for the order and the reason for cancellation. No refunds on deposits will be allowed in the event of cancellation for Special-Order items that have already been ordered/made or if any order is cancelled with less than 24 hours' notice, unless if agreed by mutual consent".
8. Please choose carefully. Mr. Washline does not normally give refunds if you simply change your mind or make the wrong decision (unless if returned within 24 hours after collection thereof). You can choose between a refund or exchange where goods are defective or within 10 business days the products provided were wrongly described, differ from the sample shown to you or do not perform.
9. It is the Customer's responsibility to ensure that all products are **received in good order** and to examine the goods on arrival in order to ascertain that he/she is **fully satisfied** with the **manner** in which **the goods were delivered, received (including the packaging thereof, if applicable) or installed**.
10. The customer further undertakes not to claim **a refund or remedy** and accepts **full responsibility** should the goods be **damaged due to misuse, abuse or gross negligence** on his/her own part.
11. The customer further **accepts that should the goods have a defect, failure or hazard**, that he/she will within 7 business days **inform** the Mr. Washline and promptly **claim his/her refund/remedy/repair**. Pertaining to the fact that **the supplier has provided warnings and safety instructions in advance**, the customer accepts that when handling the goods he/she must comply with these instructions.
12. The Customer is hereby informed that the warranty period that pertains to repair/replace any defective or damaged items is 3 months (in respect of repair work) or 6 months (in respect of new items purchased). The customer is further informed that these warranties do not apply to ordinary wear and tear.
13. Mr. Washline shall within (minimum six months) after delivery of the purchased items or installation thereof, repair or replace failed, unsafe or defective items or refund the customer the price paid by the customer at the election of the customer. The aforesaid warranty is subject thereto that:
 - a. the goods supplied by Mr. Washline have not been altered contrary to any instruction of the company after leaving the company's control;
 - b. has not been exposed to abuse or exposed to any use other than what the product was manufactured for;
 - c. the customer has followed the instructions (see installation, maintenance and warning instructions) as provided by the company; and
 - d. the goods have been inspected by the manufacturer in order to evaluate/determine the reason of the products malfunction (before the customer will be entitled to its replacement, repair or refund).
 - e. Any claim for defective goods must be submitted to the company in writing. The Company will not be liable in terms of this warranty under circumstances where such unsafe product characteristic, failure, defect or hazard did not exist in the goods at the time that it was supplied by them. No goods may be sent back without authorisation.

14. A handling fee of up to 10% of the purchase price will be charged on goods returned in order to make it fit for restocking.

15. The Customer is hereby informed that there is a risk involved in the installation of the items purchased (i.e. the drilling of holes in the wall may cause damage to the surrounding area). Please note that Mr. Washline cannot be held liable for any harm/damage suffered by the customer if such damage was caused due to reasons beyond the reasonable control of Mr. Washline (**such risks may include but are not limited to any/all claims for harm/damage** caused to the customer/his or her property due to reasons beyond the reasonable control or unintentional act of any person, whether in the employ or in his/her representative capacity of Mr. Washline. This will include loss or damage caused as a result of fire or theft, or any economical lost pertaining to the harm/damage caused).

16. Mr. Washline will not be responsible for harm/damages to the customer or his/her property suffered as a result of the customer's failure to follow the usage and/or warning instructions and will further not be liable for any damages or harm suffered due to circumstances beyond our reasonable control".

17. The Customer agrees that no indulgence whatsoever by the Supplier shall constitute a waiver by the Supplier in respect of any of its rights herein. Under no circumstances will the Supplier be prevented from exercising any of its rights in terms of this Agreement.

18. The Customer hereby consents to a storage fee of R10/day in the event that it fails to collect the purchased / repaired items on the agreed collection date. The Customer further agrees that should he/she remain in default with regards to the collection of the goods purchased / repaired for a period exceeding 3 months that Mr. Washline will be entitled to sell the goods to defray all expenses in respect of the storage of the items.

19. The customer is responsible for the collection of the purchased items at the business physical address unless otherwise agreed. We can arrange delivery on behalf of the client. If we arrange a delivery on behalf of the client, it will be at the client's cost depending on the area of delivery and the risk of handling the goods will be on the client as soon as the goods are placed on the delivery vehicle. The client must arrange their own insurance in this regard. Mr. Washline undertakes to communicate any unavoidable delay in the delivery to the customer as soon as they become aware thereof.

20. All goods remain the property of the Supplier until such goods have been fully paid for. Mr. Washline reserves the rights to cancel the contract and approach an appropriate court to apply for an attachment order should the purchase price remain unpaid for a period exceeding 20 business days after being notified by Mr. Washline that the purchase price is outstanding.

21.1 Mr. Washline CC licenses the User to view, download and print the content of the Website provided that such use is for private, personal, educational and/or non-commercial purposes only.

21.2 Content from the Website may not be used or exploited by Users for any commercial or non-private purposes without the prior written consent of Mr Washline CC

21.3 If any User uses content from the Website in breach of the provisions detailed herein:

21.3.1 Mr Washline CC reserves the right to claim damages from the User;

21.3.2 Mr Washline CC reserves the right to institute criminal proceedings against the User

22. The Customer hereby agrees to the jurisdiction of the Magistrates Court for any action that may arise from this agreement.

Conclusion

The amendments have been compiled with the objective of guiding **Mr. Washline CC** to become compliant with the stipulations of the Consumer Protection Act, No 68 of 2008.

Resolution

The amendments were accepted in terms of the status of *The Business* at a meeting of Members on:

Date: 11 February 2013

Signature: 

Initials & Surname: W. R. Jones

Designation: Owner