

# LANSDOWNE BOARD DISTRIBUTORS (PTY) LTD

## Online Terms and Conditions of Trading / Returns and Refunds

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Lansdowne Boards subscribes to the principles and provisions of the Consumer Protection Act No. 68 of 2008 (CPA) and the Electronic Communications and Transactions Act No. 25 of 2002 (ECTA), which shall govern all sales and we at all times strive to fully satisfy our customers' needs and requirements.

Lansdowne Boards is a member of the Kitchen Specialists Association. This is a voluntary membership of the ethical standards authority in the South African Kitchen Industry. We abide by the code of conduct of the KSA.

Lansdowne Boards is certified ISO 9001 and ISO 14001 compliant. While ISO certification is in itself not a warranty it represents a commitment to adherence to proper quality standards and continual improvement thereof in the case of ISO 9001 and responsible environmental impact management in the case of ISO14001.



ISO 9001



ISO 14001



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### 1 Warranty

- 1.1 All our goods carry a 12 month warranty from date of delivery.
- 1.2 Lansdowne Boards will repair or replace any defective goods, at its discretion, free of charge in respect of all legitimate claims notified within the said 12 month period.
- 1.3 Lansdowne Boards warrants that all goods sold by it are of satisfactory quality and are reasonably fit for the purpose for which they are intended.
- 1.4 The warranty is subject to written notice of any alleged defect, and Lansdowne Boards or its representative being afforded a reasonable opportunity to inspect the goods. Claims for defects in the goods upon receipt or transit damage must be notified within 24 hours of delivery and prior to installation.

### 2. Delivery

- 2.1 Goods will be delivered to the address provided by the customer as soon possible after conclusion of the sale and, in any event, within 10 days thereof in the case of standard items such as "flat pack" kits. In the case of purpose made and bespoke items, delivery will be effected within 10 days of completion of manufacture.

- 2.2 The above are normal delivery periods that may vary due to unforeseen circumstances or circumstances beyond the control of Lansdowne Boards. While every effort will be made to conform, it is recorded that time is not of the essence of the sale and late delivery shall not constitute grounds for cancellation. If, after we have sent you confirmation of supply, we are unable to supply the goods you ordered for any reason beyond our reasonable control, we will notify you and where possible will offer you an alternative of equal or greater value . At your option you can either cancel your order or accept the alternative offered.
- 2.3 Goods may be delivered in more than one consignment in the case of large orders and it is the customer's responsibility to ensure that there are sufficient able bodied people available at the delivery site to assist with the off loading of large or heavy consignments.
- 2.4 Delivery charges are for the customer's expense and will be quoted and included in the price at time of conclusion of any sale.
- 2.5 All goods are conveyed according to the standard terms and conditions of carriage stipulated by Lansdowne Boards' carrier/s.

### **3. Terms and Conditions**

- 3.1 The customer remains responsible for ensuring that the specifications and the products ordered are correct and suitable for their intended use or application.
- 3.2 Subject to compliance with section 18(3) of the CPA, images, samples, colour swatches and the like on the website are furnished by way of a general guide and may vary slightly from the actual product or from batch to batch.
- 3.3 Products may be subject to minor variations that do not significantly affect their appearance, performance use or application.

### **4. Online Returns and Refunds**

- 4.1 Subject to the conditions set out below and in terms of Section 44 of the ECTA, internet purchases may be cancelled on written notice within 7 working days of delivery and returned for full refund.
- 4.2 However, most of our products offered on this website are made especially for you against the order you have created or agreed with us . No sale of cut to measure, purpose made, bespoke goods or products made to the customer's specification may be cancelled once the sale has been made and production has commenced
- 4.3 In the event of a mutually agreed order cancellation the goods or product shall be returned to Lansdowne Boards at the customer's cost in original packaging, undamaged and unused for a full refund.
- 4.4 Refunds will be paid within 3 working days of delivery to Lansdowne Boards of the returned goods.
- 4.5 All refunds will be paid by way of electronic funds transfer (EFT) and only to the account from which the purchase price was paid. Under no circumstances will refund be paid in cash.

## **5 General**

- 5.1 These terms and conditions, together with the relevant provisions of the CPA and ECTA are the sole terms governing the transaction between Lansdowne Boards and its customers in respect of online sale. No variation from or addition to these terms and conditions shall be valid or enforceable unless reduced to writing and signed by all parties to the relevant transaction.
- 5.2 Any election on the part of Lansdowne Boards not to insist on strict compliance with these terms and conditions shall not constitute a waiver of its rights or a novation of the said terms and conditions.
- 5.3 By concluding an online sales transaction with Lansdowne Boards, the customer acknowledges and confirms having read and agreed to these terms and conditions.