

Terms of service

INTRODUCTION

These Terms and Conditions shall apply to all orders concluded by or with Authentic by Design for the sale and/or supply of products on our online shop, authentic-bydesign.com (the "Site"). When you submit an order to Authentic by Design, give any delivery instruction or accept delivery of any products, this shall constitute your unqualified acceptance of these Terms and Conditions. However, nothing in these Terms and Conditions affects your statutory rights.

PRODUCT INFORMATION

Selected products are advertised on the Authentic by Design website (authentic-bydesign.com). All these products are available to order. The availability of any of the products can be confirmed with your preferred Authentic by Design sales consultant.

While every effort is made to ensure that the product you buy, including timber, steel, fabric, and leather products, corresponds as closely as possible to the sample shown on our website, slight differences may occur. We regret that no responsibility can be accepted for variations which add to the unique characteristics of Authentic by Design products.

PRICE AND METHOD OF PAYMENT

The prices displayed on the Authentic by Design website and in stores are quoted in South African Rands, which is valid and effective only in relation to supply in South Africa. All prices quoted in-store or on the Authentic by Design website are inclusive of VAT.

A full payment of the price and delivery charges (where applicable) is required before products will be delivered or collected. The product remains the property of Authentic by Design until payment is received in full.

EFT payments are accepted.

When making an EFT payment, proof of payment must be forwarded to our sales department. Please allow 3 business days for the receipt of EFT funds to be confirmed. Goods will only be released for collection or delivery once the receipt of funds has been confirmed. Please make sure that unless previously arranged, all items that have not been collected within 60 days of making a deposit, the item will be considered abandoned. This will mean that the product will become a stock item for Authentic by Design to further sell.

When making an EFT payment, Authentic by Design advises customers to be vigilant and confirm all relevant and necessary information before making payment. Should the payment be intercepted by fraudulent third parties, Authentic by Design will not be liable for any loss suffered by the customer. Please be advised that Authentic by Design will not proceed with the contract of sale if we cannot confirm receipt of funds because of fraudulent interception.

Please retain your invoice as proof of purchase. Regrettably, no returns or exchanges will be considered without the original invoice.

Prices on the website are subject to change without notification.

INDEMNIFICATION

You agree to defend, indemnify, and hold Authentic by Design harmless from and against all claims, damages, costs, and expenses, including direct, indirect, special, or consequential damages, attorney's fees, arising from or related to your use of the site. Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Authentic by Design nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use our web site or the services or content provided from and through this web site. Information, ideas, and opinions expressed on this site should not be regarded as professional advice or the official opinion of Authentic by Design and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

ELECTRONIC COMMUNICATIONS

You consent to receive communications from us electronically. We will communicate with you by email, WhatsApp, Telegram, phone call or by posting notices on our site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COLOURS

The colours of our products shown on our website may look different on your device compared with the colour of the actual product. This is because different devices display colours differently depending on the type of screen it is. Authentic by Design cannot be held responsible for any mistakes in ordering items whose actual colour is different from that appearing on the website as viewed on your device.

REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT

Visitors may post reviews, comments, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Authentic by Design reserves the right (but not the obligation) to remove or edit such content. If you do post content or submit material, and unless we indicate otherwise, you grant Authentic by Design and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Authentic by Design and its affiliates and sub licensees the right to use the name that you submit in connection with such content if they choose. You represent and warrant that you own or otherwise control all the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Authentic by Design or its affiliates for all claims resulting from content you supply. Authentic

by Design has the right but not the obligation to monitor and edit or remove any activity or content. Authentic by Design takes no responsibility and assumes no liability for any content posted by you or any third party.

DELIVERIES AND COLLECTIONS

A FEE IS CHARGED FOR ALL DELIVERIES. You will be charged for the cost of delivery (plus tax) which will be reflected on the appropriate invoice in accordance with the prevailing Authentic by Design policy.

You can also elect to collect goods at our warehouse.

All risk in the product shall pass to the customer upon delivery or collection, please note that we are not a delivery company and do not take any responsibility for any damages to the property we are delivering at.

On the delivery of goods, the purchaser, or any other person that accepts the goods on behalf of the purchaser, will inspect the goods. Acceptance of the delivery will be proof that the goods were delivered in good order.

Delivery of the goods will take place at the front door of the purchaser. When delivery takes place at a multistorey building, the goods will be delivered at the reception area on the ground floor.

Delivery dates and times are estimated and may change without notice, due to factors beyond control of the company, therefore please note that the shipping date on all or any quotes and invoices are just estimated and might change depending on production. Deposits are not refundable.

CONDITION OF DISPLAYED PRODUCTS

If the subject matter of the sale is the particular product that is on display in the Authentic by Design website as viewed by you, the customer, then the product is sold to you in the specific condition in which it is, based on your acceptance of the relevant product in that condition.

STATUTORY WARRANTY

- The product is reasonably suitable for the purpose that it was generally intended for.
- The product is of good quality, free of defects and in good working order.
- The product will be durable and usable for a reasonable period. The goods sold in terms of this agreement are supplied with a five-year workmanship guarantee, this guarantee applies if goods are used under normal circumstances. If defects occur within this guarantee period, the company will either repair such defects or if repairs are not possible, the goods will be replaced.

Authentic by Design will only be liable to honour a warranty if:

- The defect existed at the time of delivery or collection and manifested during the warranty period.
- The defect did not arise due to normal wear and tear or misuse/abuse by the customer.
- The product concerned is used for the purpose intended and in a domestic environment (Unless the latter requirement is waived by Authentic by Design in writing); i.e., commercial use is not warranted.
- The customer provides the original invoice.

Authentic by Design warranty provides for the repair or replacement of any faulty component within the warranty period.

EXTENDED WARRANTY

After the six-month statutory warranty has expired, all products have an extended warranty. All products have an extended warranty of 1 year, being a further 6 (six) months from the end of the statutory warranty.

It is entirely at Authentic by Design 's discretion to offer the necessary remedy, being either repair, replace or store credit, should your product breach the extended warranty. In addition, Authentic by Design will charge necessary collection and delivery costs in certain circumstances.

RETURNS

In addition to a product being returnable in terms of the Returns Policy below, if the customer is not happy with their purchase or has made an error with their purchase and wishes to exchange or return their purchase, the customer may do so within 10 business days of purchase. Goods must be returned in their original condition and packaging along with the original invoice. The customer may choose either a store credit or exchange, unfortunately **no refunds are given**.

Should the customer wish to return their product, the customer will be charged a 20% handling/restocking fee for the return of the product in terms of this section (this fee may increase depending on circumstances). If the product requires upliftment, a collection fee will in addition be charged. The customer will be given a store credit for the value of the product less the handling fee.

If the customer has chosen an exchange, they may not choose a product that exceeds the purchase price of the original product less the handling fee, collection fee and use charge if applicable, unless the customer pays in the difference in the purchase price.

Before store credit or exchange is processed, the product will be assessed for wear and tear. Should there be evidence of use, we will impose a charge for use. This charge will be in line with the extent of use.

It is acknowledged that exchanges are subject to product availability at the time of the request for exchange.

Physically altered, partially disassembled or damaged products may not be returned or exchanged in terms of this section. Authentic by Design will check the condition of products presented for exchange or returned accordingly.

RETURNS POLICY

Authentic by Design will process your return request in the following circumstances:

- If your purchase falls under the ECT Act, you may return an undamaged, non-defective product if you change your mind about the product within 7 (seven) business days of delivery of products, which in return shall incur a collection charge, equivalent to the initial delivery fee.
- You may return a product if you have not had the opportunity to inspect the product and upon inspection the goods do not meet the type or quality reasonably expected from the agreement,

within 10 (ten) business days of delivery. Authentic by Design may charge an additional fee for delivery and wear and tear.

- You may return a product which breaches the statutory warranty within 6 (six) months after delivery.

Returns Procedure

- As you agreed to inspect the product for defects or damage before accepting delivery, you are encouraged to submit photographic proof and you must provide full reasons for alleging that the product is defective, including stating how the product was utilised during the period that it was in your possession.
- Should we believe your product is returnable we will contact you to arrange collection or advise you if you may drop off the product at our store (product dependant)
- Once the return has reached our store, the product will be inspected before the return is processed.
- If you have proven that the statutory warranty has been breached, you may choose a store credit, repair, or an exchange if possible.
- If you have proven that any of the extended warranties have been breached, we may offer you a repair, exchange, or store credit at our discretion.
- If you have returned the product within 7 (seven) days in terms of the ECT Act or within 10 (ten) days if you have not had the opportunity to inspect the product you may receive a store credit, less any applicable collection or wear and tear fee.

Authentic by Design will evaluate the defect and honour warranties if:

- The defect existed at the time of delivery or collection and manifested during the warranty period.
- The defect did not arise due to normal wear and tear or misuse/abuse by the customer.

*All goods in need of repairs/replacements will be delivered to the company by the purchaser and collected by him. Alternatively, the company will collect and deliver the goods and a transportation fee will be levied.

(Price depending on location in South-Africa)

AMENDMENTS TO THESE TERMS AND CONDITIONS

Authentic by Design may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, authentic-bydesign.com

GENERAL

Unless any applicable law prescribes otherwise, any agreement made with Authentic by Design to buy a product or a connected service, shall be governed by the laws applicable to South Africa.

DISCOUNTS, PROMOTIONS AND SALES

All discount offers exclude "Promo" or "Sale" items, unless otherwise specified. All pricings can be confirmed on our Authentic by Design website. All special offers are subject to availability.

ERRORS

Authentic by Design makes every effort to ensure that the information we provide is correct. However, we cannot be held responsible for any form of misprint or defect. Details of your order should be checked and confirmed by yourself when your order is placed and signed off (We do not hold ourselves responsible for any incorrect orders placed).

Should any of our products contain an obvious error regarding the price displayed for the product, Authentic by Design will correct the error as soon as we have been notified of the error. Authentic by Design will not be bound by the incorrect price.

SALES TERMS AND CONDITIONS

The Purchaser acknowledges that:

* NO representations, warranties, undertakings or promises on behalf of the company have been made to him/her except for those expressed herein:

* He/she is aware that the company's sales staff have no authority to make or give any representations, warranties or promises on the company's behalf except for those expressed herein.

*This document will serve as a contract. Once the deposit has been made on a particular quote/order/ or invoice, the rules herein specified will be binding.