

TERMS AND CONDITIONS – APPLICABLE TO ALL PURCHASES AND OR SERVICES

1. Terms of payment are strictly **CASH**, without deduction for any reason.
2. Claims for short delivery of goods and or services will only be considered if the source of dispatch is notified within 24 hours of delivery.
3. Goods may not be returned for credit unless prior approval has been obtained from Soho Design Innovations (PTY) Ltd. If goods are accepted for credit Soho Design Innovations (PTY) Ltd reserves the right to allow a percentage credit only, of the original purchase price depending on date of purchase, in any event a handling charge of 10% may be levied on all returns.
4. Goods conveyed by the courier and damaged in transit must be claimed for direct from the courier. Wherever possible we will assist customers to obtain settlement of disputed claims. Our invoices are to be paid in accordance with our regular terms irrespective of whether or not a claim has been lodged or paid.
5. All prices are subject to alteration without notice and all orders are accepted for execution at prices ruling at date of dispatch.
6. All customer accounts are kept at our premises, Communications relative to accounts should be directed to us at P.O. Box 1339, Rivonia, 2128.
7. Ownership of all goods sold shall pass from Soho Design Innovations (PTY) Ltd to a purchaser only upon payment of the purchase price in full.
8. It is a special condition of this sale that we shall not be held liable for any consequential loss or damage of any nature whatsoever resulting from any products sold and delivered and our liability shall be limited solely to replacing the defective products, subject to a maximum amount of R800.00.
9. It is a condition of each sale or supply that the goods are sold “voetstoots” and without any warranties whatsoever unless such warranties are in writing and authorized and approved by Senior Manager of Soho Design Innovations (PTY) Ltd. In the event that no warranties have been given by Soho Design Innovations (PTY) Ltd, the Purchaser shall be precluded from raising complaints or disputing any liability to Soho Design Innovations (PTY) Ltd in any way unless it shall have notified Soho Design Innovations (PTY) Ltd of its complaints or grounds of disputes in writing within seven (7) days of receipt of the goods in question. Subject to the a forgoing, Soho Design Innovations (PTY) Ltd shall in its sole discretion, be entitled to either remedy any failure by adjusting, repairing or replacing the goods in question, or refund the whole or part (as the case may be) of the contract price paid to it by the Purchaser in respect of such goods.
10. Soho Design Innovations (PTY) Ltd gives no warranties to the Purchaser that the goods and/or service are in any way suitable for the proposed or any other purposes or use by the Purchaser and the Purchaser shall have no claim against Soho Design Innovations (PTY) Ltd for non-performance of such goods and/or services in any way whatsoever.
11. The goods hereby purchased are deemed to be free of defects unless advised to the contrary within 24 (twenty four) hours of such goods coming into the possession of the Customer.
12. Claims of short delivery of goods as stipulated on this document will only be considered if Soho Design Innovations (Pty) Ltd are notified on delivery.
13. We shall not be held liable or entertain any claim for any loss or damage arising from any cause whatsoever, including late delivery, failure to supply goods as a result of causes beyond our control, including but not limited to lockout, strike, delays in transport, shortage of materials or any causes beyond our direct and absolute control.
14. All orders are accepted for execution at prices ruling at date of dispatch.
15. The signature on the face of this document by the Customer and/or agent of the Customer will constitute conclusive evidence of goods supplied or work performed as the case may be pertain hereto.
16. Delivery (own vehicles) – Soho Design Innovations (PTY) Ltd operates regular delivery services in Johannesburg and Pretoria. A detailed delivery schedule is available from our reception.
17. The conditions of sale includes consent by the customer to the jurisdiction of the Magistrate’s court by virtue of Section 28 having jurisdiction over its person for any action arising herefrom.
18. V.A.T. will be applicable to all goods purchased.
19. The Customer has no right to withhold payment for any reason whatsoever.
20. The customer chooses the address as seen on the face of the document as his/its domicilium citandi et executandi for all purposes.
21. These terms & conditions will apply insofar as any services rendered by Soho Design Innovations (PTY) Ltd.
22. The placing of an order constitutes acceptance of all, terms and conditions set out above and take precedence over any and all Terms and conditions that may appear on client documentation, including but not limited to official orders.

SIGNED at.....NAME.....CAPACITY.....DATE.....

SIGNATURE