



MANAGING COMPANY

# UNION TILES (PTY) LTD

Reg.No.1996/014733/07 VAT.No. 4550166849

## Terms & Conditions of Sale

"The Trading Company" The company reflected on the face hereof as the Trading Company;  
"The Managing Company" UNION TILES (Pty) Ltd

1. Purchaser shall ensure that colour, shades, size and quality are acceptable before affixing the tiles or cutting the slabs. UNION TILES shall not entertain any claims whatsoever for tiles/slabs which have already been affixed/cut.
2. Installation, processing or use of the goods purchased implies acceptance of their condition and suitability.
3. No claims will be considered on 2<sup>nd</sup> grade goods purchased or goods purchased as "specials" or at a Clearance Sale. Such goods shall be deemed to have been purchased "voetstoots".

## Returning of Goods

4. UNION TILES shall at its sole discretion be entitled to take possession of any goods which have been returned for credit, in which event the purchaser shall be entitled to a credit in respect of the goods so returned at the price at which they were sold or the value thereof as determined by us, and subject to **10% or** such handling fees as may be applicable.
5. Union Tiles reserves the right not to accept goods returned for credit. **Goods returned for credit must be returned within 30 days of purchase and accompanied with the original invoice.** unless they are accompanied by the original purchase slip, cashier signed & stamped.

## Specially Ordered Goods

6. Specially ordered goods will not be accepted back for credit or cash refund including goods sold voetstoets.
7. No credit will be allowed on goods made or ordered specially to purchaser's requirements. These include but are not limited to, non-stock items and Random Polished Slabs once they have been cut.

## Transportation of Goods Purchased

8. Union Tiles accept no responsibility whatsoever for any damage caused if required to load or offload on private property.
9. Cartage is chargeable on all deliveries we are required to undertake from time to time at purchaser's request.
10. Orders are accepted by UNION TILES subject to stock availability and we accept no liability in respect of any delays in delivery of the goods ordered. We reserve the right to deliver goods in two or more instalments and further reserve the right to withhold supplies in the event of any breach of any of these terms and conditions for any reason which we consider warrants such actions.
11. Delivery shall be completed when the goods are off-loaded at its destination by UNION TILES or when the goods are loaded by the purchaser, alternatively a courier engaged to transport the goods to and/or on behalf of the purchaser.
  - o Notwithstanding the aforesaid of any term in this agreement, delivery shall be deemed completed against signature of UNION TILES delivery note by the purchaser or any representative of the purchaser.
  - o In the event that a courier is engaged on behalf of the purchaser, it is accepted and agreed that the courier acted as agent for the purchaser.
  - o UNION TILES shall not be liable under any circumstances for any complaint or claim for any alleged shortage in delivery or defect in the goods unless written notice is received by us within 48 hours after delivery of the goods to the purchaser.

19 North Reef Road, Bedfordview East, Germiston, Private Bag X3038 Bedfordview, 2008, SOUTH AFRICA

**TEL: (+27 11) 663 2000 FAX: (+27 11) 455 5395**

E-MAIL: [info@uniontiles.co.za](mailto:info@uniontiles.co.za) WEB: [www.uniontiles.co.za](http://www.uniontiles.co.za) or .com

**DIRECTORS: V.P. GHISLENI (Chairman), H.B.F. DE ABREU**

Union Tiles (Pty) Ltd incorporating the following Divisions: Union Mosaic & Tiles / National Tiles / Union Tiles Nelspruit / Union Tiles Randburg / Union Tiles Cape Town  
Colloseum Ceramics / Dia Star Stone Technologies / Tile Decor

### TRADING COMPANIES

UNION FLOORING TILES (PTY) LTD  
Reg. No. 1965/005479/07  
VAT No. 4790102968

UNION TILES TSHWANE (PTY) LTD  
Reg. No. 2004/019859/07  
VAT No. 43702013524

UNION TILES BLOEMFONTEIN (PTY) LTD  
Reg. No. 2005/021020/07  
VAT No. 4070223955

UNION TILES BALLITO (PTY) LTD  
Reg. No. 2004/029307/07  
VAT No. 4650224605

UNION TILES DISTRIBUTION (PTY) LTD  
Reg. No. 2006/017825/07  
VAT No. 4400254811



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## Ownership and Risk

All goods supplied by UNION TILES to the purchaser shall remain the property of UNION TILES until the purchase price in respect thereof has been paid in full, but the purchaser shall have the right to dispose thereof in the ordinary course of normal business, in which event it is hereby expressly agreed in advance that the claim to any right of the recovery of the purchase price from the eventual purchaser of the goods, shall be ceded to UNION TILES as security for payment of any amount outstanding.

12. The risk in the goods shall pass to the purchaser on delivery of the goods notwithstanding that ownership will not pass to the purchaser until full payment of the purchase price.

## Product Guarantee and Limited Liability

13. A one year guarantee is provided on all first grade products per the Consumer Protection Act. This guarantee shall only be valid if all installation instructions and maintenance procedures have been adhered to.
14. In the event of a claim, UNION TILES' total liability for damages is strictly limited to the value of the product purchased and invoiced and does not include any consequential or inconsequential damages for labour, materials, penalties, or any other costs arising out of or in connection with the supply of goods and/or services. Even if the product purchased is found to be defective.

## Payment

15. Customers having a credit facility with UNION TILES are to make payment within 30 (thirty) days of date of statement unless otherwise agreed in writing. Such payments shall constitute payment to UNION TILES.
16. The price of goods sold to the purchaser is strictly net and not subject to any discounts unless otherwise agreed to in writing. In the event that a discount is agreed to in writing it shall only be allowed if payment is received by UNION TILES strictly by the due date and shall only apply to the actual price of the goods themselves and not to any value added tax, transport costs, insurance storage charges or other duties or taxes.
17. All payments are to be made without deduction of any kind and will be free of exchange, bank costs and other charges and will be paid at the address reflected on the face hereof, or such other address as UNION TILES may elect from time to time in writing.
18. The purchaser will be responsible for all Attorney's fees together with collection charges, should legal action be required in order to recover any monies due.
19. If at any time payment is not made on due date, or if the purchaser's credit limit with UNION TILES has been exceeded then, without prejudice to any other legal remedy which we may have in law, UNION TILES may:

19.1 Charge interest on the amount due at the bank prime rate, which shall mean the prime overdraft rate charged by our bankers to members of the private sector on unsecured overdraft facilities;

19.2 and/or without prior notice, defer further deliveries or performance in terms of this agreement until payment is made;

19.3 and/or upon written notice forthwith cancel the remainder of the agreement and recover from the purchaser all the monies then due or owing by the purchaser for goods already delivered and payment for such damages as UNION TILES may have sustained.

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## Force Majeure

20. Neither party shall be liable for non-performance of any of his/its obligations to the extent such performance is prevented due to an impediment beyond his/its control, including without limitation the sellers inability to secure labour, power, materials or supplies, machinery breakdowns, war, civil disturbance, riot, acts of sabotage, states of emergency, strikes, lockouts, go-slows and other labour disputes, natural disasters, explosions, fires, floods, droughts and acts of authority (whether lawful or unlawful).
21. Such an impediment shall relieve the affected party from damages, penalties and other contractual sanctions, and postpone the time for performance, as long as and to the extent that the impediment subsists.
22. If the impediment subsists for more than 30 days either party shall be entitled to terminate this agreement on written notice.

**For more Information and detailed Terms and Conditions, please contact our Head Office.**

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