



## **TERMS AND CONDITIONS FOR LAY-BY ON PRODUCTS SUPPLIED BY TNR WOOD PROJECTS**

### **1. THIS IMPORTANT LEGAL DOCUMENT RECORDS YOUR AGREEMENT WITH TNR WOOD PROJECTS**

These Terms and Conditions apply to you if you enter into a Lay-By Agreement for products available on Lay-By from TNR Wood Projects. These Terms and Conditions form a legally binding Agreement between you and TNR Wood Projects, and explain your and TNR Wood Projects' legal rights and duties to each other when you purchase any product on Lay-By through TNR Wood Projects. You must read these Terms and Conditions carefully. You must contact TNR Wood Projects or get advice if you don't understand any part of these Terms and Conditions. These Terms and Conditions will apply to you in addition to the TNR Wood Projects Standard Terms and Conditions of Sale.

TNR Wood Projects may change these Terms and Conditions because of changes in legislation, changes to the agreements with our suppliers, and/or changes to TNR Wood Projects' business rules.

Please call 014 592 0394 if you have any questions or require any additional information.

### **2. WHAT IS A LAY-BY AND WHAT PRODUCTS ARE AVAILABLE ON LAY-BY?**

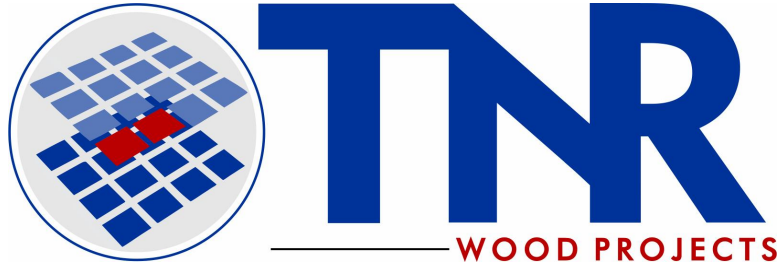
A Lay-By is an Agreement whereby we reserve goods on offer in your name, goods which you have chosen, and which you pay for in monthly instalments over a period of three months, while we keep the goods, until they are paid for in full. A Lay-By is not a Credit Agreement.

Products available for Lay-By include, but are not limited to PVC ceiling panels, PVC wall panels, SPC flooring, PVC joints and strips, cornices, cornice adhesive, screws, LED lights and chandeliers, etc. This offer excludes products that have an expiry date, air time, gift vouchers, etc. Due to the nature of retail, specific items may be excluded from time to time. All products on offer are subject to availability.

TNR Wood Projects can, without prior notice to you, discontinue or change pricing or specifications on products. If new product models/types are launched, TNR Wood Projects may give you the option to swap your product for the new product. If the new product is more expensive, you will have to cover the additional costs.

### **3. WHO CAN GET PRODUCTS ON LAY-BY FROM TNR WOOD PROJECTS?**

- Anyone who is a South African citizen and who is 18 years or older.
- You can only get the products we have available on Lay-By.
- You may apply for more than one product on Lay-By at a time.
- You must bring along your ID document and a valid proof of residence in order to apply.



#### **4. PAYMENTS**

- When you choose the goods for Lay-By, you must pay a deposit of 10% (ten percent) of the total value of the goods on opening the Lay-By facility.
- You must make a minimum of one payment every month until the goods are paid for in full.
- The total period of the Lay-By is 3 (three) months and this may not be extended.
- No goods will be ordered or released to you until full payment is received.
- Only electronic statements are available. The e-mail address you gave us when conducting the Agreement is the address to which statements will be sent. You can get information about the balance of your Lay-By instalments by calling 014 592 0394. If you wish to change this e-mail address at any time, you must give us notice thereof. The change may take a few days to come into effect.
- These Terms and Conditions may be amended from time to time, and in such a case, the new Terms and Conditions shall apply to your Lay-By Agreement with immediate effect.

#### **5. CANCELLATION**

A cooling off period of 7 (seven) days will apply from the date you enter into this Agreement. If your Lay-By Agreement is cancelled for whatever reason, after the 7 (seven) day cooling off period, but before the 3 (three) month contract expires, you will be legally responsible to pay TNR Wood Projects a cancellation penalty fee, which will be calculated at 10% (ten percent) of the full Retail Price of the product. After deducting the penalty fee, we will refund you the remaining amounts paid. If the cancellation penalty fee is less than the funds we have already collected, we will refund you with the amount of the funds collected, less the penalty fee. Where the cancellation penalty fee is more than the funds we have already collected, we will charge the cancellation penalty fee to your account. We may give you notice in respect of cancellation of a Lay-By by e-mail or SMS to the e-mail address / cell phone number you have provided to us.

#### **6. EARLY SETTLEMENT**

If you want to pay off the total amount due on your product on Lay-By, before the end of the 3 (three) month Lay-By period, you will be charged the left over payments you owe (the Retail Price) on the product. The delivery of your product may take up to 30 (thirty) days from the date of settlement where you have opted to settle before the end of the 3 (three) month Lay-By period.

#### **7. WHEN DOES OWNERSHIP OF THE PRODUCT ON LAY-BY PASS ONTO YOU AND WHEN DO WE DELIVER THE PRODUCT?**

You will only become the owner of the product on Lay-By once you have paid up all the instalment amounts due to TNR Wood Projects. Upon payment of the last instalment, TNR Wood Projects will arrange for delivery and/or collection of the goods to the address you have given to us. Delivery may take up to 7



(seven) working days, except for the case of early settlement in which delivery may take up to 30 (thirty) days from the date of settlement as detailed above. Should you choose that the goods are to be delivered to you, you will be charged a minimum fee of R350.00 for delivery of your product. The delivery fee may vary depending on the distance that needs to be travelled and/or the location of the place where the goods are to be delivered. No goods will be delivered or released to you until the Lay-By has been paid in full. You alone will carry the risk of the product being lost or damaged or stolen once it is delivered to you. The installation of your product is not included.

If we are unable to reach you to arrange for collection/delivery, we can charge you storage costs for a period of 2 (two) months. If we don't hear from you within 3 (three) months from the time collection/delivery is due, we may then cancel the Lay-By, and you will not have any right of return, no refunds and no exchanges under any circumstances.

#### **8. TNR WOOD PROJECTS IS NOT RESPONSIBLE FOR STOCK SHORTAGES**

TNR Wood Projects will not be legally responsible to you or any other person for any loss or damage suffered (whether direct or indirect) if TNR Wood Projects cannot supply and/or deliver any product, either on the required date, or because of unexpected stock shortages.

#### **9. CERTIFICATE OF INDEBTEDNESS**

A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us is stated, shall be accepted as sufficient proof of your indebtedness in any legal proceedings and shall be regarded as correct unless you prove that the amount is incorrect.

#### **10. CONSENT TO JURISDICTION**

You hereby consent that TNR Wood Projects may institute any legal proceedings that have to do with this Agreement to your account, in the Magistrate's Court, being any Magistrate's Court that has jurisdiction over you. TNR Wood Projects can, however, choose to institute action against you in any other court having jurisdiction.

#### **11. PERSONAL AND CONFIDENTIAL INFORMATION:**

In this Agreement, personal information means any and all information that you give to us which is personal to you (for example: your name, identity number, phone number, etc.), which we may store and process. TNR Wood Projects will keep your personal information only for as long as we need to or have to by law. We may from time to time contact you by post, by phone or in any other way about other products and services which we consider may interest you unless you tell us that you would prefer not to receive such offers.



You agree and consent that TNR Wood Projects may disclose your personal information to:

- any person working for us;
- any organisation which underwrites or supports any of our products which you hold;
- any person to whom we transfer any of our rights or obligations under this Agreement.
- Anyone you authorise us to give personal information to.

TNR Wood Projects may process your information to the extent permitted by law.

## **12. GENERAL**

You confirm that the Terms and Conditions, the meaning and consequences of this Agreement have been presented and explained to you in a language that you understand. You also confirm that the risks relating to the Agreement, as well as your rights and obligations, have also been explained to you.

TNR Wood Projects reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw these terms and conditions or any part hereof at any time. The laws of the Republic of South Africa govern this Agreement. While TNR Wood Projects may give you extra time to comply with your duties to us under this Agreement or decide not to exercise some or all of our rights against you, you must not assume that this means that our Agreement with you has been changed, or that it no longer applies to you, or that TNR Wood Projects has waived (given up) all or some of its rights. TNR Wood Projects can still insist that you comply with your duties to it, or enforce any of its rights against you at a later stage.

Every clause in this Agreement is severable from the other clauses in this Agreement. This means that even if a court finds that one or more clauses are invalid the rest of the clauses will still apply. These Terms and Conditions form the whole Agreement between you and TNR Wood Projects about the products.