

Eva-Last[®] Distributors (Pty) Ltd (Eva-Last[®]) Standard Terms & Conditions

1. These terms and conditions govern all sales, agreements and transactions with Eva-Last[®].
 2. Eva-Last[®]'s installation guides are available at goo.gl/Br5TIJ.
 3. The customer agrees to adhere to the specifications and instructions indicated in Eva-Last[®]'s installation guides.
 4. Adherence to the specifications and instructions indicated in Eva-Last[®]'s installation guides is fundamental to the normal function and performance of the products.
 5. Eva-Last[®] will not be liable for any defect or fault arising from the failure to adhere to the specifications and instructions indicated in Eva-Last[®]'s installation guides.
 6. Eva-Last[®] gives no warranty, express or implied, concerning the suitability of the products supplied for any purpose whatsoever other than those governed by Eva-Last[®]'s installation guides.
 7. In the case that the specifications and instructions described in the installation guides are not satisfied, and a claim is made by an end user of any nature whether or not the claim is made in terms of the ambit of the Consumer Protection Act of 2008, Eva-Last[®] will be indemnified against any such claim.
 8. The principles of fair dealings and good faith will apply. Eva-Last[®] will endeavour to avoid errors and provide information which is true. Eva-Last[®] is not bound by any incorrect information provided or any innocent error made.
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9. All quotations will remain valid for a period of 30 (thirty) days from the date of the quotation, or until the day of issue of any new price list, whichever occurs first unless specified in writing by Eva-Last[®].
10. All quotations and offers made by Eva-Last[®] are subject to the availability of input goods or services and subject to correction, such corrections will be based on the availability of input goods or services or correction of good faith errors by Eva-Last[®].
11. Any order presented to Eva-Last[®] will only be considered received when the customer's obligations have been fulfilled. If this obligation is a payment, then the order will be considered received on the day that this payment is cleared in Eva-Last[®]'s bank account.
12. Eva-Last[®]'s standard delivery time is 7 (seven) days from the date of order confirmation.
13. Delivery and performance times quoted are estimates, Eva-Last[®] will not be bound by times quoted and time will not form a part of any agreement unless specifically stated otherwise.
14. A 10% (ten percent) cancellation fee will be charged on any sales agreement which is cancelled by the customer.
15. A 10% (ten percent) handling fee will be charged on any materials returned to Eva-Last[®].
16. Eva-Last[®] will only accept returns at its warehouse(s). <http://goo.gl/LB5O7>;
<http://goo.gl/hTpKmV>;
17. Eva-Last[®] reserves the right, at its sole discretion, to refuse to accept returns which are not accompanied by an Eva-Last[®] invoice for the specific goods to be returned.
18. Eva-Last[®] reserves the right to refuse to accept a return at its sole discretion.
19. No claims or returns will be entertained for materials which have not yet been paid for in full.

20. Eva-Last[®] reserves the right, at its sole discretion to refuse to accept returns on goods which have been manufactured for a customer or an order on a specific basis.
 21. In the case where goods are manufactured to specification or drawing, it is Eva-Last[®]'s responsibility to ensure that the goods manufactured conform to the specification or drawing;
 22. In the case where goods are manufactured to specification or drawing, it is the responsibility of the customer to ensure that the specification or drawing is correct. Whether the specification or drawing is produced by Eva-Last[®] or otherwise;
 23. In the case where a specific sales agreement is entered into and Eva-Last[®] agrees to reserve any item(s) against any offer or payment from the customer, then Eva-Last[®] will reserve such item(s) for a period of no longer than 30 (thirty) days from the date of the agreement.
 24. The customer will determine that the products or services ordered are suitable for the purposes of intended use.
 25. Eva-Last[®] will not be liable for any damage arising from misuse, abuse, neglect or negligent installation of products under any circumstances.
 26. Eva-Last[®] *Infinity*[™] and Eva-tech[™] products are manufactured from recycled waste plastic. Due to this fact, the colours of these products are variable. This is the nature of Eva-Last[®] *Infinity*[™] and Eva-tech[™] products. The customer agrees that they understand that these products are variable in colour.
 27. The customer shall have no claim against Eva-Last[®] due to colour variations in goods supplied or offered.
 28. The products supplied by Eva-Last[®] may become discontinued, superseded, replaced or otherwise become unavailable.
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29. In the event that a product cannot be supplied by Eva-Last[®] for whatsoever reason, the customer will have no claim against Eva-Last[®] for any losses caused to or experienced by the customer.
 30. Eva-Last[®] will not be held responsible for imperfections in the products or work due to defects in or the unsuitability of any material, equipment or any extraneous factors which are not supplied by Eva-Last[®].
 31. Any order is subject to cancellation by Eva-Last[®] due to acts of God, or from any cause beyond the reasonable control of Eva-Last[®]. This includes (without restricting this condition to these instances): inability to secure labour, electricity supply, materials, raw material supplies, or by reason of an Act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought, storm conditions, the sinking or otherwise delay of an ocean going vessel or otherwise delay of a train service or any other transport delays, legislation or act of law. In such a case, Eva-Last[®] will not be liable for any damages or a claim of any other nature.
 32. The completed product(s) will be dispatched or must be collected by the customer when ready or on the delivery date determined by the sales agreement and the customer will not refuse or delay to take delivery.
 33. It is the customers responsibility to establish, immediately upon delivery, that the products and services appearing on Eva-Last[®]'s delivery note, tax invoice or other documentation, correctly represents the products, or services, and prices agreed to and that these are free of defects.
 34. If the customer is not present at the delivery address when delivery takes place, Eva-Last[®] or its agents, or any transport company contracted to conduct the delivery, may deliver the goods to any street or place adjacent to the delivery address. Delivery will be conducted at the sole risk of the customer whether the street or place is public or private and whether it is secured or unsecured. Such a delivery will be considered as complete and proper fulfillment of Eva-
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Last[®]'s obligations in terms of the sales agreement.

35. Any delivery note, invoice or waybill signed by the customer or a third party engaged to transport the products, and held by Eva-Last[®] shall be conclusive proof that delivery was completed.
 36. If a third party is engaged to transport products on the customer's behalf, Eva-Last[®] will allow no claims arising from such an agreement.
 37. The risk of damage to, or destruction or theft of its products shall pass to the customer on delivery.
 38. All products supplied by Eva-Last[®] remain the property of Eva-Last[®] until such products have been fully paid for whether such products are attached to other property or not or have become mixed with other property or not.
 39. All costs for product certification and compliance, required by the customer are for the account of the customer.
 40. Eva-Last[®] will not be liable for losses or damages suffered by the customer in the case where Eva-Last[®] retrieves its property.
 41. The risk of payment by electronic funds transfer (EFT) rests with the customer.
 42. Eva-Last[®] will only consider an amount paid by EFT as received on the day that the effects of the payment have cleared.
 43. The risk of payment by cheque rests with the customer.
 44. Eva-Last[®] will only consider an amount paid by cheque as received on the day that the effects of the payment have cleared.
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45. No exception will be made for cash cheques.
46. Eva-Last[®] will not release any goods until the effects of the payment for the goods have cleared.
47. Eva-Last[®] will not be liable for any consequential damages including loss of profit for any commission, omission, failure to act or negligent act wilful or not.
48. The validity or enforceability of any one part these terms and conditions will not affect the validity or enforceability of any other part of these terms and conditions, or these terms and conditions as a whole.