West Coast Shutters

TERMS AND CONDITIONS OF SALE

Governing the sale, supply, and installation of shutters, blinds, and related products by West Coast Shutters

These general terms and conditions of sale ("Conditions of Sale") govern the offering, sale, supply, and installation of all products and/or services (jointly, "the Goods") by West Coast Shutters ("WCS", "we", "us", or "our") to the person or entity purchasing the Goods ("the Client", "you", or "your").

BUSINESS DETAILS

Registered business name: West Coast Shutters
Registration number: 9607185108084
VAT number: 4570289894
Physical address: 28 Jameson Street, Laaiplek, Velddrif, 7365
Contact details: admin@westcoastshutters.co.za | 072 935 4145

CONTENTS

1. Interpretation and General
2. Quotations and Site Visits
3. Price and Payment
4. Production and Delivery
5. Installation
6. Warranties
7. Complaints, Returns and Cancellations
8. Repairs and Parts
9. Liability and Force Majeure
10. Marketing and Photography
11. Governing Law and Acceptance

1. INTERPRETATION AND GENERAL

1.1. WCS shall not be bound by any terms and conditions of purchase put forward by the Client. Neither the commencement of work nor the delivery or installation of the Goods by WCS shall be construed as acceptance of any such terms.

1.2. These Conditions of Sale may only be varied or waived by a written agreement signed by both WCS and the Client.

1.3. WCS may amend these Conditions of Sale from time to time. Any amendment will apply to orders placed after the Client has been notified of, and has accepted, the updated Conditions of Sale.

2. QUOTATIONS AND SITE VISITS

2.1. Quotations provided by WCS are **free of charge**.

2.2. Quotations are valid for **two (2) weeks** from the date of issue and may be subject to price adjustment thereafter.

2.3. Quotations are **subject to a site visit and final measurements**. Provisional quotations may vary once accurate site data has been gathered.

2.4. Any Goods ordered without WCS having taken final measurements are ordered at the **Client's own risk**. WCS shall not be liable if the Goods do not fit, and any resulting alterations will be for the Client's account.

2.5. Only the initial site visit ("call-out") is free of charge. Any further site visit, including but not limited to additional measurements where the site was not ready, adjustments, special requests made after installation, or a return visit to confirm a colour or product choice, will incur a call-out fee based on travel distance and time. Where the Client's deposit has not yet been received, this fee is payable before the additional visit takes place; where the deposit has been received, the fee will be added to the Client's final invoice. Failed installation visits are dealt with in clause 5.4.

2.6. Clients are welcome to double-check products and colours by visiting our **showroom**, as an alternative to requesting an additional site visit.

2.7. Colours and finishes seen in our showroom, on samples, or on a screen may differ slightly from the finished, installed product due to lighting, screen calibration, and normal manufacturing variance. This is not considered a defect.

3. PRICE AND PAYMENT

3.1. All prices quoted by WCS are inclusive of Value Added Tax (VAT).

3.2. A **non-refundable deposit**, in the amount stated on the quotation, is required before an order is placed into production.

3.3. Ownership of the Goods remains with WCS until **full payment** has been received, notwithstanding delivery and/or installation of the Goods.

3.4. Unless otherwise stated in these Conditions of Sale, invoices (other than the final invoice) are due within **two (2) weeks** of the date of issue. A **5% late payment fee** will be applied to any overdue invoice and will

accrue monthly until paid in full. The final invoice is dealt with in clauses 3.4A to 3.4E, and additional work invoices in clause 3.4B.

3.4A. Final invoice and installation

(a) When the Goods are ready for installation, WCS will notify the Client by email, WhatsApp or SMS and attach the final invoice (the "Ready Notice"). The Ready Notice is deemed received on the day it is sent.

(b) The final invoice is for the quoted price less the deposit paid, and is due in full within **seven (7) days** of the Ready Notice.

(c) The Client must send proof of payment ("POP") to WCS once payment has been made. WCS will schedule installation only after receiving the POP (and may do so before the funds reflect), subject to WCS's availability. Payment is only regarded as received once the funds reflect in WCS's account.

(d) Any delay in payment or in sending the POP will delay installation. WCS is not liable for any resulting delay, and the Client's obligation to pay is not reduced or suspended because of it.

3.4B. Additional work

Work or materials not included in the quotation (including Client-requested changes and work found necessary on site) will be invoiced separately after installation. Where practical, WCS will first obtain the Client's approval, in writing or by message. These invoices are payable within **three (3) business days** of the invoice date.

3.4C. Late payment fee and storage fee (final invoice)

(a) If the final invoice is not paid within seven (7) days of the Ready Notice, a once-only late payment fee of 5% of the outstanding balance is added. It does not accrue monthly and remains payable if the Goods are disposed of under clause 3.4D.

(b) If the final invoice is still unpaid fourteen (14) days after the Ready Notice, WCS may charge a storage fee of R100 per week, or part thereof, from the fifteenth (15th) day until the invoice is paid and the Goods are collected or installed, or the Goods are disposed of under clause 3.4D.

(c) In clauses 3.4A to 3.4D, "days" means calendar days.

3.4D. Non-payment of the final invoice

(a) WCS may dispose of the Goods under this clause if the final invoice is unpaid thirty (30) days after the Ready Notice and WCS has sent the Client a written final notice (by email, WhatsApp or SMS) stating that the Goods will be disposed of if payment is not received within seven (7) days. WCS may send the final notice from the twenty-third (23rd) day, so that disposal can take place from the thirtieth (30th) day.

(b) If full payment has not been received by the end of those seven (7) days, WCS may treat the order as cancelled by the Client and, without further notice, dispose of the Goods in any manner it chooses, including resale, reuse of the materials or scrapping.

(c) On disposal:

(i) WCS keeps the deposit as a genuine pre-estimate of its costs and losses;

(ii) any late payment and storage fees accrued up to disposal remain payable; and

(iii) WCS may recover any further reasonable costs and losses caused by the cancellation (including materials, production and labour not covered by the deposit), less any amount recovered from disposing of the Goods, up to the unpaid balance.

(d) The Client has no claim against WCS for loss arising from disposal in accordance with this clause, and no warranty applies to Goods that have been disposed of.

(e) This clause does not limit WCS's other rights under these Conditions of Sale or at law.

3.4E. Summary of final invoice timetable

The table below summarises clauses 3.4A to 3.4D, counting calendar days from the date of the Ready Notice (day 0). If there is any conflict, clauses 3.4A to 3.4D prevail.

When	What happens	Clause
Day 0	Ready Notice and final invoice sent	3.4A(a)
Within 7 days	Final invoice due. Pay and send proof of payment so installation can be scheduled	3.4A(b), (c)
From day 8	Once-only 5% late payment fee added if unpaid	3.4C(a)
From day 15	Storage fee of R100 per week, or part thereof, may be charged if unpaid	3.4C(b)
From day 23	WCS may send a written final notice giving 7 days to pay	3.4D(a)
From day 30	If still unpaid after the final notice, WCS may dispose of the Goods	3.4D(a), (b)

3.5. If materials ordered become out of stock or discontinued, the Client must select an approved alternative.

3.6. Should the Client fail to make payment when due, WCS reserves the right to suspend any outstanding work and/or withhold delivery or installation of the Goods until payment is received, without prejudice to any other rights available to WCS in law.

3.7. Payment Details:

Detail	Information
Account Name	Rico Zander Smith
Bank	ABSA
Account Number	4088508735
Branch Code	632005
Reference	Client's name and surname
Payment Methods	EFT or cash only

3.8. WCS's banking details are set out in clause 3.7. WCS will never change its banking details by email, WhatsApp or SMS. If you receive a message asking you to pay into a different account, do not pay. Confirm the request by phoning WCS on a number you already know. WCS is not responsible for payments made to an account other than the one in clause 3.7.

4. PRODUCTION AND DELIVERY

4.1. Approximate production times per product are as follows:

Product	Approximate Production Time
Indoor Blinds	7–14 working days
Outdoor Blinds	21 working days
Taylor Shutters	10–14 working days
Timberwood	30 working days
ShutterX	21–30 working days
Security Trellis	21 working days (emergency expedited production available at an additional cost)
Burglar Bars	2–5 working days
Custom Framework or Brackets	Depending on scope of work

4.2. Tinting and frosting are carried out by an independent, out-of-town third-party contractor. This contractor only travels to a given area once enough projects have been scheduled there, so WCS is unable to provide a fixed lead time for this service. WCS is not liable for delays, workmanship, or scheduling issues related to this service. Tinting/frosting is offered as an add-on for clients who are having WCS's own products installed; due to the travel and administrative costs involved, WCS is unable to arrange this service on a standalone basis (for example, a single window) for clients outside its regular service areas.

4.3. WCS uses a courier service with an estimated lead time of **2 working days**. WCS is not liable for delays caused by the courier service.

4.4. Delays due to factory issues (e.g., material shortages or supplier delays) are beyond WCS's control and are not its responsibility.

5. INSTALLATION

5.1. The Client shall ensure that all openings are ready for installation and accessible.

5.2. WCS does not move or cover client furniture; all areas must be cleared by the Client in advance of installation.

5.3. WCS is not responsible for site conditions, structural issues, or damage resulting from poor construction. The Client indemnifies WCS against any claim arising from a defect in the building or structure into which the Goods are installed.

5.4. Site not ready or Client unavailable

(a) Installation is scheduled only once the final invoice has been paid (clause 3.4A). The Client, or an authorised adult representative, must be present and give access on the confirmed installation date, with all openings ready and all areas cleared as required by clauses 5.1 and 5.2.

(b) If installation cannot proceed because the site is not ready, access is not given, or no one is available (including where the Client forgot the appointment or did not make the necessary arrangements), WCS may charge a rebooking fee of R500, payable before a new date is confirmed. Where the site is outside WCS's normal service area, WCS may also charge a call-out fee based on travel distance and time.

(c) The Client must give at least one (1) business day's notice to reschedule an installation. A later cancellation is treated as a failed installation under (b).

(d) Rescheduled installations are subject to WCS's availability and may take place on a later date than originally planned.

(e) If the final invoice has been paid but installation has not taken place within thirty (30) days of the Ready Notice because of the Client, WCS may charge a storage fee of R100 per week, or part thereof, from that date until the Goods are installed or collected. Goods that have been delivered to the site remain at the Client's risk. A storage fee is not charged twice for the same period under this clause and clause 3.4C.

(f) Time lost through the Client's delay does not reduce any payment obligation or postpone the start of any warranty period.

5.5. Installation will be scheduled once production is complete, the Ready Notice has been issued and the final invoice has been paid (see clause 3.4A), and is subject to availability. Delays due to weather, site access, Client unreadiness or unavailability, or Client postponement may affect scheduling.

5.6. The Client, or an authorised representative, must inspect the completed work with the installer(s) before they leave the site, and sign off on the installation. Any concerns regarding fit, finish, or workmanship must be raised at this stage. Where no written objection is received from the Client within **three (3) business days** of installation, the Client will be deemed to have accepted the installation as being in good order.

6. WARRANTIES

6.1. WCS offers the following warranties, valid where the product is installed by WCS and properly maintained:

Product	Warranty Period
Indoor Blinds (Taylor)	3 years
Outdoor Blinds (Taylor)	5 years
ShutterGuard Security Shutter	Inland (>10 km from coast): 10 years / Coastal (within 10 km): 5 years
Hurricane Aluminium Shutter	Inland: 10 years / Coastal: 5 years
ShutterStyle Aluminium Shutter	5 years
Thermowood Shutter	3 years
Timberwood Shutter	5 years
Indoor Blinds (Quantum)	1 year
Security Trellis (Traxdor)	5 years
Insect & Pet Screen	6 months
ClearVista Security Mesh	5 years
Indoor Blinds (BlindQuip)	3 years
ShutterX Security Shutter	Inland: 7 years / Coastal Inside Installation: 5 years / Coastal Outdoor Installation: 3 years
WCS Workmanship	6 months

6.2. Warranties apply only if the product is installed by WCS using approved materials and used as intended. Reasonable wear and tear are excluded. A warranty is void if misuse, alteration, or improper maintenance occurs.

6.3. Slight warping, colour variation, and fading are normal characteristics of natural wood products (e.g., Wooden Venetian Blinds) and are not considered defects.

6.4. For burglar bar openings wider than 1 metre, slight bar deflection may occur. This is a structural reality and not a defect.

6.5. Corrosion is not covered under warranty. It is usually the result of a lack of regular cleaning and exposure to coastal or harsh environments. Regular cleaning and proper care are required to maintain product condition. Failure to follow care instructions voids any claim related to corrosion.

6.6. WCS gives no warranty in respect of parts or components not supplied and/or installed by WCS.

7. COMPLAINTS, RETURNS AND CANCELLATIONS

7.1. As all products are custom made to order, the Client acknowledges that once the Goods are installed they will have been permanently affixed to the property. In accordance with **Section 20(3)(b) of the Consumer Protection Act, No. 68 of 2008**, the Client shall have no right of return or refund once the Goods have been installed, except where a valid warranty claim applies under Section 6 above.

7.2. Any complaint regarding a defect in the Goods must be submitted to WCS in writing within **seven (7) business days** of the defect becoming apparent, and in any event before the expiry of the applicable warranty period. WCS's liability in respect of a valid complaint is limited, at WCS's discretion, to the repair or replacement of the defective component.

7.3. Once an order is confirmed and placed into production, **no changes or cancellations** may be made without WCS's written approval. Fees may apply for any approved changes made after order confirmation, and deposits are non-refundable. Non-payment of the final invoice is dealt with in clause 3.4D.

8. REPAIRS AND PARTS

8.1. WCS does not sell spare parts or components and does not carry out repairs on blinds that were not originally installed by WCS. Our suppliers' parts are generally not compatible with other suppliers' products, and the courier cost of sourcing a small, low-value part with a call-out fee makes this type of repair impractical for both parties.

8.2. WCS can assist with shutter repairs only where the shutters were supplied by **Taylor Blinds and Shutters, Shutter X, or FortiShield**, as these are the suppliers WCS works with, and their parts are not interchangeable with other suppliers' shutters. If your shutters were installed by another company, please contact that company directly, as they will have access to the correct parts.

9. LIABILITY AND FORCE MAJEURE

9.1. WCS is not responsible for any damage caused by other contractors, tradespeople, or construction activities on-site.

9.2. WCS shall not be liable for any indirect, incidental, or consequential damages (e.g., loss of profits, project delays) resulting from defective products or services, nor for incidental redecoration required because of installation work carried out with reasonable care.

9.3. WCS shall not be liable for any delay or failure to perform its obligations where this is caused by circumstances beyond its reasonable control, including but not limited to load-shedding, extreme weather, strikes, civil unrest, or supplier or courier shortages ("Force Majeure"). Should a Force Majeure event continue for longer than 30 (thirty) days beyond the estimated delivery or installation date, either party may cancel the affected part of the order without liability to the other.

10. MARKETING AND PHOTOGRAPHY

10.1. WCS may take photographs of completed installations for use in its marketing, portfolio, or social media. WCS will not include identifying details such as the Client's address or surname. Clients who would prefer that photographs of their property not be used should notify WCS in writing before installation.

11. GOVERNING LAW AND ACCEPTANCE

11.1. These Conditions of Sale are governed by the laws of the Republic of South Africa. Any disputes arising from these Conditions of Sale will fall under the jurisdiction of the Magistrate's Court having authority over WCS's registered place of business, subject to any applicable consumer protection legislation.

11.2. If any provision of these Conditions of Sale is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.3. By accepting a quotation and/or paying a deposit, the Client confirms agreement to, and understanding of, these Conditions of Sale.