



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").

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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.
- 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** 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.** Invoices are due for payment 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 the outstanding amount is paid in full.
- 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

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. If installation cannot proceed because the site is not ready, a rebooking fee may be charged.
- 5.5. Installation will be scheduled once production is complete and is subject to availability. Delays due to weather, site access, 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.

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.