

Terms and Conditions

- 50% - 70% non refundable deposit payable before the order / supply of goods.
- The signed order confirms its correctness thereof. Please read thoroughly and supply correct delivery details, invoice instructions before signature. We are absolved from responsibility for telephonic errors regarding orders and arrangements.
- Only signed orders are accepted.
- Amendments and variations are only binding if in writing. Supertrack Distributors CC are not liable for misunderstanding arising out of verbal changes to original orders and goods ordered in error or incorrectly thereof.
- Goods ordered for clients specifically are not subject to credit.

PAYMENT

- One tax invoice is issued for each transaction.
- Instructions on addressee for tax invoice, other than yourself must be in writing at time of order.
- Payment by Credit card , cash or electronic bank transfer accepted.
- Goods remain the property of Supertrack Distributors CC until paid for in full by the purchaser, regardless of the circumstances under which they were purchased.
- Contract price excluding deposit or any other payment required before installation is payable on completion of work
- Interest will be levied on outstanding accounts at the business rates.

CANCELLATION OF ORDERS

- Under no circumstances will cancellations be entered once an order has been placed with the factory.
- Under no circumstances can changes be made once an order has been placed with the factory.

INSTALLATION

- Supertrack Distributors CC will not be held responsible for any damage accruing while drilling into any wall, tile or ceiling, nor shall Supertrack Distributors CC be held responsible for damages caused by hitting water pipes / electrical cabling. This includes any water damage to household / commercial goods, including flooring, carpets, furniture and electrical equipment of any kind. Supertrack Distributors CC will not be held responsible for damage caused to tiles and skirtings if these require to be cut into any replacement, touch ups or painting will be the clients responsibility.
- If not contrary to the order the fitment would be redone / adjusted at no further costs.
- Supertrack Distributors CC are not liable for any item coming loose or falling from any fitting or installed item after completion.
- Supertrack Distributors CC are not liable for any injury to property / persons caused by incorrect use of supplied or fitted items.

DELIVERY

- The onus is on the Decorator / Designer /client to advise us of difficult access to the delivery site.
- The client hereby agrees at his cost to provide all facilities to enable the company to carry out its work (water, electricity, toilets, etc.)

- We undertake to the best of our ability, to deliver the goods on a specified date. In the case of unprecedented delays, no liability whatsoever shall attach to the Company.
- Supertrack Distributors CC will not be held responsible for any damage to the clients goods while in transit. This includes accidents, hijackings, rain, wind and overturning.
- All deliveries are subject to a delivery charge.

MEASUREMENTS

- All measurements supplied to Supertrack Distributors CC are deemed final. All changes to measurements , must be done in writing. Client also needs to make sure that Supertrack Distributors CC has not already carried out set instructions before changing measurements. Supertrack Distributors CC will not be held responsible for any changes to any fixtures, paint, ceilings, windows, doors etc, by the client, Decorator or builder/subcontractor once measurements have been filled.

REPORTING OF DAMAGE

- It is essential that any quality problem or delivery damage be reported to us within 2 working days of the delivery of the goods. We cannot be held responsible for any claims, nor can we guarantee that any replacement or repair will be undertaken by our supplier or by us on behalf of our supplier should the goods not be inspected and any faults reported within the 2 working days of the delivery date.

STORAGE

- Should the goods need to be stored for any reason, Supertrack Distributors CC and / or our suppliers cannot be held responsible for problems that may occur during the storage, including theft.
- These include the 'sweating' under plastic of a natural product and the possible bubble wrap impressions appearing on supplied items and or any other problems which may occur such as leaking and flooding.
- It is the onus of the client to insure any stored goods at their cost.

WARRANTY

- The products supplied and fitted carry no warranty if not paid for in full.
- We warrant that our products will be free from defects in materials or workmanship for a period of two years, as long as the original purchaser owns the shutter and provided that such products were properly installed, and such products were made or assembled exclusively from original materials and components. Any resale or other transfer of the product and/or materials voids this warranty. This is a limited warranty, and the obligation of the manufacturers are solely limited to repair or replacement of the product or product components found to be defective, at the manufacturers sole discretion. Repairs will be made only with like or similar parts. This warranty does not include shipping costs charges, and costs of labour for measuring and installation. Custom products come with a 2 year limited warranty on colour fastness of stains and paints. This warranty does not cover any condition of or damage to the product or opening, from unauthorized repairs, accidents, alterations, misuse, abuse act of God, motorized devices, failure to follow instructions with respect to measurement, installations, moisture damage, cleaning or maintenance. Improper, inappropriate, or unauthorized replacement parts, repairs or maintenance voids this warranty. This warranty excluded all liability for removal of the product for reinstallation in the same or another window, or damage to the window frame, glass or any other portion of the window. All other warranties, both express and implied, are expressly disclaimed. This warranty excluded all liability for consequential or incidental damages for any cause whatever.

CONDITIONS OF SALE

- 1. This Contract (hereinafter referred to as "the Contract") shall come into force immediately upon the acceptance by the authorised representatives of the parties to this Contract or alternatively, upon acceptance by telephone or telefax by the Buyer of the quotation. Should labour of material costs increase between the date of quotation and the acceptance date, Supertrack Distributors CC (the Company) shall notify the Buyer of fluctuations in price for acceptance thereof by the Buyer.
- 2. The Company shall under no circumstances be responsible for any loss incurred by the Buyer by reason of incorrect information being supplied to the Company as to the type of goods purchased, whether such measurements were communicated to the Company by the Buyer personally and/or his architects, agent, builder or any other person acting on behalf of the Buyer.
- 3. Should the performance of the Contract be delayed or interrupted by any causes unforeseen by Supertrack Distributors CC, then no liability whatsoever shall attach to the Company.
- 4. Notwithstanding delivery of the goods and/or services to the Buyer, ownership of the goods shall remain vested in the Company until such time as the full purchase price has been paid.
- 5. In the event of the Buyer failing to pay any amount on due date or retaining any portion of the contract price, then in addition to any other remedies available to it, the Company shall be entitled to charge interest on any amount out-standing at Two Percent (2.0%) above the prevailing prime commercial overdraft rate charged by The Standard Bank of S.A. Limited's.
- 6. Should any unforeseen problems arise due to the crumbling or non-alignment of walls, damage to pipes or any other unforeseen difficulties in installing the goods, it will be brought to the attention of the Buyer and the rectifying thereof will be discussed with the Buyer.
- 7. The Company shall be entitled at its sole option, to institute legal proceedings against the Buyer arising from any cause whatsoever, in any Magistrate's Court having jurisdiction, notwithstanding that the claim, or the value of the matter in dispute may exceed the jurisdiction of such Magistrate's Court and this agreement shall serve as the required written consent confirming the jurisdiction of such Court. Further, the Buyer agrees that he shall be liable for all legal costs on an attorney and client scale, including collection commissions and other charges, or any other damages which may arise as a result of the breach by the Buyer of any of the provisions of this Contract.
- 8. The Buyer hereby agrees at his cost to provide all facilities to enable the Company to carry out its work (water, electricity, toilets, storage facilities etc.)
- 9. It shall be the sole responsibility of the Buyer to obtain Municipal and/or Local Government approval for the goods (including approved plans).
- 10. This Contract contains the entire agreements between the parties.
- 11. The Buyer appoints the address set out overleaf as his domicilium citandi (address at which all legal documents and notices may be served) for all purposes of and incidental to the Contract and at which address he agrees to accept any notice of legal process in this matter.
- 12. The Company undertakes to remedy defects in materials or workmanship as per its Warranty Schedule. The Company will not be responsible for warpage and damage caused by misuse, neglect, wear and tear associated with normal usage or failure by the Buyer to follow the recommended Maintenance and Cleaning Instructions. It is specifically the responsibility of the Buyer to ensure that the shutters are regularly serviced and maintained and depending on the severity of the exposure this could be every 3 to 6 month intervals.
- 13. No alteration or variation of the terms of this Contract shall be binding unless reduced to writing and signed by all parties.