

## willowlamp introductory letter and commercial terms

We would like to thank you for your interest in our company and appreciate you taking the time to read this introductory letter as well as our commercial terms to gain a thorough understanding of willowlamp and the way we work.

### What is willowlamp?

willowlamp is a small but highly successful South African brand, based on the design and manufacture of a very diverse range of lighting designs. These range from small simple elegant lamps, to intricate chandeliers, to 'illuminated sculptural art forms' right up to massive custom-made lighting installations. The designs are all based on one simple yet highly ingenious idea: a patented method of attaching ball-chain to laser-cut steel frames. This system which uses a tiny notch in the frame to form a fastener-free chain curtain system unleashes endless design possibilities.

Although we do offer table and standing lamp models, it is the pendants and chandeliers that provide our most inspirational designs. A major benefit of all of these is that although the end result may be a massive sculptural feature chandelier, they are completely **'flat-pack'** which simplifies the delivery and keeps freight costs affordable.

Over the past 7 years we have won several prestigious awards and have been showcased on numerous design fairs and shows locally and abroad. willowlamp is distributed globally via our trading partners and also directly to the consumer and the trade. Everything we make is painstakingly hand assembled in-house at our factory in Cape Town. All of our components are made from the highest quality materials available and we have scoured the earth to find the best systems and technologies to integrate into our lighting designs. To keep apace with global trends we are also currently in the process of adapting all our designs to more energy efficient, greener alternatives and can already offer LED solutions to most lamp designs on request.

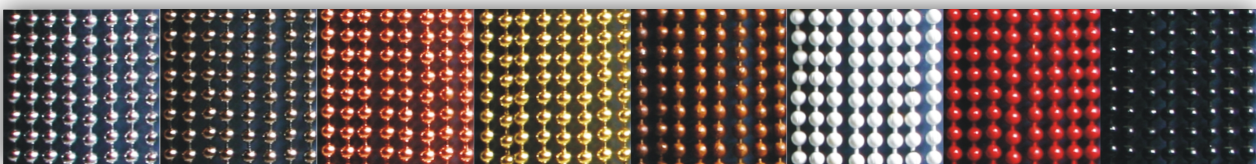
### What Products and Services does willowlamp offer?

willowlamp's is divided into two main streams: Collections and Customs Design:

**Collections:** our tried and tested, award winning designs which we have refined over the years and are either kept in stock or made to order on a short lead-time (3-6 weeks average) depending on the complexity of the design and size of the order. The best way to familiarize yourself with these is to study the website [www.willowlamp.com](http://www.willowlamp.com) or download our catalogue. The Collections are divided into four main groupings Basic Lampforms, Classic Pendants, Classic Chandeliers and Illuminated Sculptural Art-Forms, within which are numerous 'families' of designs. Each of these are available in various standard sizes, finishes and are further customizable

**Custom Design:** the design and manufacture of custom lighting projects is a more complex process with a longer lead-time (6-10 weeks average) which usually only commences once the final design drawings have been signed off by the client. We are a small business and therefore only take on a limited number of custom design projects as this is an exclusive service that enables us to create large installations, 'one-offs' and limited editions. We have created installations worldwide in very prestigious locations from private homes to hotel lobbies. We welcome our clients and resellers to explore the endless possibilities that the willowlamp system offers and collaborate with us to create completely new designs for specific requirements.

**Tailoring and Finish Options:** All willowlamp products are available in **'different finishes'** and what we call **'tailoring'**.



Silver (Chrome)

Smoke

Copper

Brass

Rust

White

Red

Black

- **Metallic Finishes:** silver (chrome), brass (raw or polished), copper (lacquered), smoke (black nickel) and rusted steel (lacquered). We have also introduced verdigris (green oxidized copper) on special request.
- **Colour Finishes:** white gloss, red gloss and black gloss. These are the only colours that we keep in stock but any pantone colour is possible upon special request. This does add on additional costs and time to produce the order.
- **Tailoring, Chain Length and Drop:** All willowlamps can be adjusted and **'tailored'** to suit specific site conditions and requirements such as the overall drop or height of a fitting. Upon special request any of the standard designs may be altered even further to suit individual requirements. For example we can make standard designs larger or we can to use LEDs instead of incandescent lamps.

You will find that our high level of customer service and ability to suit customers needs is what sets willowlamp apart from nearly every other lighting company. Tailoring may have some impact on the final price if the adjustments are substantial. Please note that we can make enlarged versions of any of our designs, however we regard these as part of 'Custom Design' discussed in the next section below-

In addition to producing these designs we also offer a high level of customer service and can handle shipping and logistics as well as obtain ratings and certificates where needed.

## Purchasing a willowlamp

Depending on the circumstances and the customers' needs there are three options when it comes to ordering and delivery of items in our standard 'willowlamp collections':

- **Immediate Delivery - In Stock Items:** We keep limited stock of some of our designs in one or two popular finishes subject to availability (see – In stock items [add hyperlink](#)). These can be shipped within one week. If the design you like is not in the finish you prefer then your next option is...
- **2-3 weeks – Small Batches:** We keep limited amounts of stock of the key components (eg special lasercut frames) to make up any of the designs in any finish required within a fairly short lead-time. If your order is for a larger quantity or we do not have stock in the design or finish you require, the next option is...
- **4-6 weeks – Bespoke Orders:** Larger batches where key components need to be produced. We can make anything in our standard range in fairly significant quantities depending on the size and complexity of the pieces and the number of items ordered. For very large orders the lead-time may need to be increased up to 12 weeks or more with delivery dispatched in batches. Below is a 'lead-time guide' to help you gain a sense of out our bespoke lead-times.

| No. of Units | Basic Lamps and Pendants   | Complex lamps and Chandeliers | Art-Forms and Custom design |
|--------------|--|-------------------------------|-----------------------------|
| 1-5          | 2-3 weeks  | 3-4 weeks                     | 5-6 weeks                   |
| 6-20         | 3-4 weeks  | 5-6 weeks                     | 8-10 weeks                  |
| 21-50        | 6-8 weeks  | 8-10 weeks                    | *10+                        |
| 50+          | <i>*12+ Delivery in batches / stages. Please contact us to discuss larger orders</i> |                               |                             |

### Step by step procedure for ordering of bespoke willowlamp Collection and/or custom designed items:

1. Client sends a request for a quotation or a pricelist.  
*\*In the case of custom design, a detailed project scope and brief and/or questionnaire and budget will also be required for evaluation and appraisal of the project. This process may be done collaboratively.*
2. We return a quotation, pricelist, our introductory letter / commercial terms and a specification sheet for that product. The client then decides which design they want as well as the colour finish and tailoring and confirms this in writing.  
*\*In the case of custom design, this process may become a lengthy process and we may also require a 'designers fee' depending on the project scope.*
3. We then send a proforma invoice requesting a 50% deposit in order to commence with production. Once the client pays a 50% deposit the order is secured and the lead-time is calculated from that date.  
*\*In the case of custom design the design drawings need to be completed and signed off prior to the commencement of manufacturing lead-time whereupon a confirmed delivery date is issued to the customer. Often there is a considerable delay between quoting and ordering and we urge the customer to confirm the final delivery date making their deposit or installation commitments see clauses 2.3 and 2.4 in our Commercial Terms.*
4. Once the delivery date approaches, a final commercial invoice is issued and the client is instructed to release final payment BEFORE delivery. The client (or agent) is welcome to inspect the goods at our factory before final shipment.
5. The goods are tested, well packed and labeled with both our details and the customers' details. All goods are sent with full documentation. Please make sure that you notify us of any special requirements well ahead of the delivery date.
6. Delivery is for the clients cost if outside Cape Town, South Africa.

# willowlamp Commercial Terms

## **1. Quotations and Prices:**

- 1.1. Formal quotes will be valid for 60 days from the date of issue. Thereafter the price shall be recalculated to include the necessary escalation costs and re-issued should the client wish to proceed.
- 1.2. VAT at 14% is included in all quotes.
- 1.3. Pricelists are usually updated twice a year, in March and in August. Prices quoted to your customers or to 3rd parties, prior to the issuing of our new pricelist, will be upheld for 60 days after the commencement date of our new pricelist.
- 1.4. The price quoted may be influenced by the quantity of units. We reserve the right to amend our prices should the design scope change or number of units be changed or reduced.
- 1.5. Any changes and adjustments such as height adjustments or refitting, which are required by the client after manufacture or delivery, will be for the client's account. A base admin charge of R500 plus labour and materials and a markup will be charged for.

## **2. Deposits and Order Confirmation:**

- 2.1. For all willowlamp Collection items, payment of the 50% deposit will be deemed as acceptance of the quotation. Thereafter, the lead-time commences. Upon receipt of the deposit we will issue the client with a confirmed delivery date. If it is more convenient for the client to pay 100% up front including shipping then they may elect to do so.
- 2.2. Signed client purchase orders are NOT accepted as the commencement date of lead-times.
- 2.3. For Custom Design projects we will require a deposit as well as sign-off on the design prior to manufacture. Assuming the deposit has been paid, the sign-off of the design will be deemed to be the commencement date of the manufacture lead-time.
- 2.4. Since we only issue a confirmed delivery date after we have received a deposit and since this can be influenced by a number of factors, we recommend that customers check first just before paying their deposit or making installation commitments to ensure that we can accommodate them if they have tight time limitations and deadlines.
- 2.5. If the client does not notify willowlamp of the required 'tailoring' and 'adjustments' timeously then we shall manufacture the lamp according to our standard dimensions for that product and the client shall incur the costs of any changes after delivery.

## **3. Lead-time and Production:**

- 3.1. Our lead-time for our 'Collections' is normally according to the 'sliding scale' guide in section 'purchasing a willowlamp' above and is subject to the following:
  - 3.1.1. The size of the order. We can usually guarantee delivery for small to medium sized orders. For larger orders the lead-time will need to be negotiated and could take substantially longer to produce.
  - 3.1.2. The complexity of the design. Large complex designs such as works from our 'illuminated sculptural art form' collections take much longer to make than smaller, simpler designs. We may require longer lead-times to produce these items so please confirm this prior to payment of deposit and when confirming your order.
  - 3.1.3. Our production capacity. Occasionally we may experience a large amount of simultaneous orders at or around the same time. If this happens, then we have to review and revise our production schedule and this may result in our lead-times being extended. This only has an effect on up-coming orders. If you have already received a confirmed delivery date then this will not affect your order.
- 3.2. Custom projects usually take longer and production may only start once the design is signed off. *See section 6 below*
- 3.3. The industry holiday between the 15<sup>th</sup> December and the 10<sup>th</sup> of January shall not be counted as part of the lead-time.
- 3.4. We reserve the right to review the delivery date in the event of the following. i) A strike or industrial action affecting our key suppliers and/or our labour force. ii) Circumstances beyond our control resulting from 3<sup>rd</sup> parties.

## **4. Payment:**

- 4.1. No goods will be released until goods are paid for in full i.e. the 2nd 50% payment plus any additional costs have been paid.
- 4.2. If the client has made payment but is not ready to take delivery, then the goods will be stored at a cost of R50 per unit per week after a 2-week grace period.
- 4.3. If the account is not settled upon completion, then the goods shall not be released until the balance is settled plus **10%** penalty interest per month (should the goods not be sold as per 4.4 below). In addition the above storage charge shall also apply. These accounts will have to be settled before the goods will be released.
- 4.4. If final payment is not received by the due date we shall inform the client that they are in breach of our payment terms and notify them that if payment has still not been received after 1 week, that we reserve the right to sell goods to defray costs and retain the 50% deposit.

## **5. Delivery**

- 5.1. If delivery is outside Cape Town, South Africa, all delivery costs are for the clients account.
- 5.2. Export goods are VAT exempt only if willowlamp, 'the seller' controls the export. We offer to handle the delivery as a service to our foreign clients partly to avoid the 14% VAT surcharge and partly to offer better service. However, any quote or estimate, based on information and estimates supplied by a 3<sup>rd</sup> party (such as an airline or forwarding agent) is subject to change and can even be withheld without compensation. Therefore these prices are only provisional. The actual cost of shipment is therefore for the client's account.

## **6. Specific Terms and Conditions for Custom Designs**

- 6.1. We translate the willowlamp 'chain chandelier' concept into many different possible forms and sizes. We do not simply manufacture to the clients' design - we will workshop a new willowlamp design in response to the projects' brief. This may require a number of weeks of concept design development prior to manufacture.
- 6.2. We do not develop custom designs for projects under the value of R50 000.00.
- 6.3. We do not offer certification (CE or UL) on any custom design projects because of the high costs involved for testing a single item. If certification and testing is required it will be for the cost of the client. We cannot estimate these costs since the tests are conducted by independent agencies over which we have no control. We simply pass all these costs along.

## **7. Exclusions:**

- 7.1. For customers who require CE, SASO, UL certification or any additional 3<sup>rd</sup> party testing or rating, all costs shall be for the clients account. If a testing agent requires a sacrificial sample, this shall be for the clients' expense.
- 7.2. Any additional requirements to the design over and above the agreed scope of work.
- 7.3. Any transportation, customs, taxes, logistical and installation costs.
- 7.4. The price quoted is for the goods only. Any additional costs are for the clients account.
- 7.5. We do not handle any on site installation.

## **8. Intellectual Property:**

- 8.1. We reserve the rights to all willowlamp standard products, custom designs, and any variations thereof.
- 8.2. We have a patent registered on the chain attachment system, as well as automatic copyright on all of the designs we produce.
- 8.3. willowlamp™ is a registered trademark. No unauthorized use of our branding, or intellectual property may be used without written consent.