

A: General Terms & Conditions

Willowlamp offers two separate services. One is the manufacture of products called the '*willowlamp collection*' and the other is the '*design and manufacture of custom lighting products*'. These two divisions are treated quite differently.

The 'Willowlamp Collection' is a range of fittings that are pre-developed and made to order on a short lead time (6-8weeks). Options such as colour and overall height are available. Height adjustments we call '*tailoring*'. *Diameter adjustments are considered custom work.*

1. Quotations:

- 1.1. 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 reissued should the client wish to proceed.
- 1.2. The price quoted is based on the quantity of units proposed only. Should the design scope change or number of units be reduced, the quote shall be reissued at our discretion.
- 1.3. Payment of the 50% deposit will be deemed as acceptance of the quotation. Thereafter, the lead time commences subject to clause 2.1 below. All tailored/custom work will require a sign-off on the design prior to manufacture.

2. Payment, Production & Delivery:

- 2.1. Upon payment of the 50% deposit, production commences. Our standard lead time is 6-8 weeks. Custom projects may take longer and production only starts once the design is signed off.
- 2.2. No goods will be released until goods are paid for in full i.e. the 2nd 50% payment has been paid
- 2.3. 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.
- 2.4. If the account is not settled upon completion at 6-8 weeks, then the goods shall not be released until the balance is settled plus **5%** penalty interest per month. In addition the above storage charge shall also apply. These accounts will also have to be settled before the goods will be released.
- 2.5. If final payment is not received after 60 days then goods will be sold to defray costs.
- 2.6. The industry holiday between the 15th December and the 15th of January shall not be counted as part of the lead time.
- 2.7. We charge 14% VAT. Export goods are VAT exempt only if we 'the seller' control the export.
- 2.8. All delivery costs are all for the clients account. We offer to '*handle*' the delivery as a service to our 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 3rd 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 clients account.
- 2.9. Any Changes & adjustments such as height adjustments or refitting, which are required by the client after ordering or delivery, will be for the clients account. A base admin charge of R500 plus labour & materials and a markup will be charged for.

3. Exclusions:

- 3.1. For customers who require UL certification, all costs shall be for the clients account. If a sacrificial sample is required by a testing agent, this shall be for the clients' expense.
- 3.2. Storage costs are for the clients account.
- 3.3. Any additional requirements to the design over and above the agreed scope of work.
- 3.4. Any transportation, customs, taxes, logistical and installation costs.
- 3.5. The price quoted is for the goods only. Any additional costs are for the clients account.
- 3.6. We do not handle any on site installation.

4. Intellectual Property:

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

B: Additional section specific to the 'willowlamp collection'

These are fully developed, standard products that are made to order. You can choose from any of the products advertised in the standard products section on our website www.willowlamp.com. We issue price lists for these products which we update every 6 months.

1. Tailoring:

You may make a few of the following modifications to the standard products.

Colour chains - white gloss, black gloss and red gloss. These are the colours that we keep in stock. Other colour options can be arranged but this is an extra cost and only suitable for large orders or special projects.

Metallic finishes – chrome plated, Smokey-gunmetal nickel, brass and rusted steel. These are the colours that we keep in stock. Other metallic options can be arranged but this is an extra cost and only suitable for large orders or special projects.

Chain Length & Drop - We can make adjustments to the chain lengths and the overall suspension height to suit your space or preference. This will have a slight impact on the final price. NB: PLEASE MAKE SURE THAT YOU SPECIFY THIS UP FRONT – SEE CLAUSE 2.9 ABOVE

2. Step by step procedure for custom design & production service:

- 2.1. Client sends a request for quotation
- 2.2. We return a quotation, our terms and conditions, and a specification sheet for that product.
- 2.3. Once the client pays a 50% deposit the order is secured.
- 2.4. A delivery date is then issued to the customer.
- 2.5. 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 its agent is welcome to inspect the goods at our factory before final shipment.
- 2.6. The goods are tested, well packed, labeled with both ours and the clients details marked on the boxes, and all goods sent with full documentation.
- 2.7. Delivery is for the clients cost if outside Johannesburg, South Africa. (See section A clause 2.8 above)

C: Additional section specific to 'willowlamp custom design'

Custom design involves a design service. Quality design requires a fair amount of development and co-ordination. We are a small business and therefore only take on a limited number of custom design projects. This is an exclusive service that offers the client something truly unique and original. The full custom design service is an opportunity to create large installations, one-offs' and limited editions.

1. Additional Terms & Conditions for Custom Projects

- 1.1. While based on the willowlamp 'chain chandelier' concept, we can translate the idea 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 requires a number of weeks in concept design development prior to manufacture.
- 1.2. We do not develop custom designs for projects under the value of R40 000.00.
- 1.3. 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 & testing is required it will be for the cost of the client. This cost can not be estimated by ourselves as it is conducted by independent agencies over which we have no control.

2. Step by step procedure for custom design & production service:

- Client sends a request for quotation, with a detailed brief, describing their requirements. We may require a form to be filled out by the client, to establish the parameters and scope of the project.
- We return a quotation and our terms and conditions of working.
- Once the quotations and terms are accepted, we sometimes need to develop a specification sheet with a sketch of the proposed product to be signed off by the client.
- Once the client signs off the sketch (where it is required) and pays a 50% deposit the order is then secured.
- Willowlamp then sends the client a confirmed date of delivery.
- 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 its agent is welcome to inspect the goods at our factory before final shipment.
- The final cost of shipment may be adjusted if necessary and is always for the clients account.