

willowlamp... Introductory Letter, Commercial Terms & Policies

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 pendant table and standing lamps, wall sconces, intricate chandeliers, to 'Art Pieces' right up to massive custom-made lighting installations and our 'signature concepts.' 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 are our most inspirational and enduring 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 20 years we have won several prestigious awards and have been showcased on numerous design fairs and shows both 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, which we have scoured the earth to find the best systems and technologies to integrate into our lighting designs. Keeping apace with global trends we can also offer all of our designs in the more energy efficient LED lamp alternative.

What does willowlamp offer?

willowlamp's products and services are divided into two main streams: Standard Collections which are our made to order products and Signature or Custom Design. Both of these offerings allow for a high degree of customization finishing options and tailoring:

Standard Collections: our tried and tested, award winning designs which we have refined over the years, which are made to order on a short lead-time (3-8 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 or download our e-catalogue. The Collections are divided into four main groupings:

- Simple Lamps: - *pendants, table, standing & wall lamps*
- Simple Classics: - *pendants & wall lamps*
- Complex Classics: - *chandeliers & wall lamps*
- Art Pieces: - *chandeliers*

Within which are numerous 'families' of designs. Each of these are available in various types/models, sizes, finishes and are further customizable upon request.

Signature Concepts & Custom Design: The design and manufacture of custom lighting projects is a more complex process with a longer lead-time based on the complexity of the design or projects. Production 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 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. Some of our custom design projects can be viewed in the '*custom lighting projects*' under '*projects*' on our website. Our '**Signature Concepts**' offering is our highest tier of custom design. These are true works-of-art that are often monumental in scale projects. We have created installations worldwide in very prestigious locations from private homes, restaurants to hotel lobbies. We have created a dedicated page on the website called 'signature designs' to help explain this offering.

Finish Options: All willowlamp products are readily available in ten *'standard chain finishes'*. However there are also a more *'non-standard chain finishes'* that can be arranged on special request but which are subject to longer lead times and additional costs. To review our non-standard finishes as well as our comprehensive materials and finishes guide please view the finishes page under the products tab on our website.



Silver (Chrome)



Smoke



Copper



Brass



Mixed

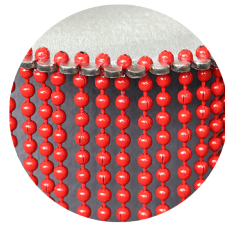
Metallic Finishes: silver (chrome), brass (polished), copper (lacquered) and smoke (blackened nickel). Please note that Mixing of Metallic finishes is also an option and there are many examples on our finishes page under products. All metallic finishes are combined with brushed stainless steel laser-cut frames and chrome plated brass for all the rest of the parts and components.



Black



White

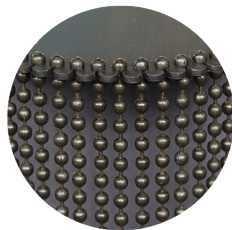


Red

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 require additional costs and increased lead time. All colour finishes are combined with brushed stainless steel laser-cut frames and chrome plated brass for all the rest of the parts and components.



Rust (Oxide)



Black (Oxide)

Oxidized Finishes: Black oxide (lacquered) and rusted steel (lacquered). Unlike the other two above finishes the oxidized finish is a matching finish and the laser-cut mild steel frames, the steel chain and brass machined components are given the same matching oxidized treatment then lacquer sealed to prevent further oxidation.

- **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 total 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-

Purchasing a willowlamp - Lead Times (advise only)

Depending on the circumstances and the customers' needs, our standard lead-time for our 'willowlamp collections' may vary.

- **4-6 weeks – Small Batches:** We keep limited amounts of stock of the key components (e.g. special lasercut frames) to make up any of the most popular 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 of the requested design or finish you require, the next option is...
- **6-8 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.
- **8-12+ weeks – Large orders or complex items:** For very large orders the lead-time may need to be increased up to 12 weeks or more with delivery dispatched in batches.

Please always confirm lead times at the time of placing an order to ensure that we can meet your deadline.

Purchasing a willowlamp - the Process (for enquiry based orders only)

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

1. Once we receive your request, we will provide you with information pertaining to the design you are interested in.
**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. Once you have decided on the design, as well as the colour finish and tailoring please confirm everything in writing or by completing our specification sheet and returning it to us. We will quote you accordingly.
**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. If you accept our quotation, please allow us to provide you with a pro-forma invoice in order to make payment. We request 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 by prior arrangement.
5. The goods are tested, well packed and labeled with appropriate details and instructions. 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.
7. When you receive the goods the onus is on you to ensure that they have arrived in good order and if there are any damages or defects to document these and notify us immediately.

Purchasing a willowlamp - the Process (for online sales in South Africa only)

Step by step procedure for ordering of bespoke willowlamp Collection piece/s online.

1. Once you have selected your design, chosen from the various finish, models and options, confirmed and paid you will receive a copy of the order via email. Please note that orders may not exceed R125,000 including VAT and shipping. (see terms and conditions)
2. Within 48 hours (work days) Our client service department will reach out to you if there are any order details that require finalizing. For example if there are any items that require specific tailoring and adjusting such as the drop of a chandelier to ensure that it fits the space and intended purpose.
3. Once this is finalized you will be sent of a final signed off specsheet if there are any changes from the standard and you will then be notified of a confirmed expected delivery date.
4. Once the delivery date approaches, you will be contacted about final delivery arrangements. We will let you know if the goods are finished ahead of schedule.
5. When you receive the goods the onus is on you to ensure that they have arrived in good order and if there are any damages or defects to document these and notify us immediately.

willowlamp... Commercial Terms (T&Cs)

General:

The terms and conditions herein up to and including section 10 relate to all customer types including, enquiry based orders for products, enquiry based orders for custom designs & projects and online orders. However section 11 pertains specifically online orders only which are limited to South African customers and are intended only a convenience for small order up to R125,000. The clauses in section 11 relating specifically to online orders supersede everything else in the rest of our terms and conditions in the event that there is any conflict.

Our Product:

We will do our best to accurately display the goods, specifically regarding their colour, description, and price, both in our showrooms and on our website.

- We have examples of some our products as well as colour & finish swatches in our partner showrooms or we can send these on request from our client service who are well-versed in explaining the characteristics of our products. Ask as many questions as possible to ensure the fabrication you select is suitable for your lifestyle.
- When viewing our products online, please remember the way you see the goods is dependent on the device you use to access our website. willowlamp cannot be held responsible for any mistakes in ordering items whose actual colour is different from that appearing on the website as viewed on your computer. For this reason, it is strongly recommended that you visit one of our partner showrooms to see the actual colour of the item or request finish & colour swatches.
- We urge you to understand your made-to-order product choice. As per the Consumer Protection Act, we are not required to accept cancellations of any customised product.

We operate a constant improvement methodology where designs are updated and improved, when necessary, to improve small details in the aesthetics or to improve performance or avoid issues. This means that our specifications may change without notice and that whilst our products remain essentially identical to the sample on display or on our website, there may be reasonable changes and updates made over time that means it is not identical.

1. Quotations and Prices:

- 1.1. Formal quotes will be valid for 30 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 15% is included in all quotes within South Africa.
- 1.3. Pricelists (which are Ex. Vat) are updated at our discretion. Prices quoted prior to the issuing of our new pricelist, will be upheld for 30 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 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 confirm the 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/acceptance of formal quotes are NOT accepted as the commencement date of lead-times. We will advise you of the delivery date after we receive the 50% deposit and have consulted with production.
- 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 confirm the 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 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. If this happens, it may result in our standard 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 15th December and the 10th of January shall not be counted as part of the lead-time.
- 3.4. Your sales consultant will confirm the expected lead time on your product. We reserve the right to review the delivery date in the event of the following:
 - 3.4.1. Should any delays arise during the manufacturing process, your sales consultant will update you with the revised lead time. If the lead time is extended by more than a month, you may choose to cancel.
 - 3.4.2. A strike or industrial action affecting our key suppliers and/or our labour force.
 - 3.4.3. Circumstances beyond our control resulting from 3rd parties. Similarly, your sales consultant will update you should the expected lead time change on our imported product. From time to time, for reasons beyond our control, these containers may be delayed. Your sales consultant will keep you updated, giving you the opportunity to reselect or take a refund should the delay extend beyond a month.

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 R500 per unit or 5% of the items value whichever is greater per month after a 2-week grace period. We have limited storage capacity and discourage late delivery or holding of goods after completion.
- 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 (subject to clause 4.4 below). In addition the above storage charge (clause 4.2) 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 the client will be deemed to be in breach of our payment terms and notification will be given. We will hold the goods for three (3) months after which time if payment plus any penalty interest has not been made the goods may be sold to defray costs and we will retain the 50% deposit.
- 4.5. Most of our trade transactions are conducted through local EFT or through SWIFT for international payments. For convenience for small orders we have a credit card facility with 'Paygate' on our website which is intended mainly for end user customers for orders below **R50,000**. For any order over R50,000 and any trade order where significant trade discount is involved the customer is liable for a these charges which means they must add **7%** to the invoice amount. *Please notify us if you would prefer for us to add this to the invoice amount.*
- 4.6. In the case of Online sales (South Africa B2C orders up to R100,000) payments are made in full in advance. Please read section 11 for terms and conditions related to online sales in South Africa.

5. Delivery

- 5.1. All delivery costs are for the clients account. You may choose to receive your purchase in one of several ways:
 - 3.1.1. Arrange your own collection from our factory in Salt River, Cape Town.
 - 3.1.2. Delivery to destination. We will charge a delivery fee for every delivery you request, which will be quoted and billed at the time of purchase, depending on your product choice and delivery address.
- 5.2. Export goods are VAT exempt **only** if willowlamp, 'the seller' controls the export.
- 5.3. We offer to handle the delivery as a service to our foreign clients partly to avoid the 15% 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 final actual cost of shipment is therefore always for the client's account.
- 5.4. Upon receipt of delivery you must inspect the goods.
 - 3.4.1. If the goods are damaged you must immediately notify us. We will require photographs, videos and proof that the goods were damaged in transit.
 - 3.4.2. If you do not notify us within 7 days of receiving of the goods this may result in the goods being deemed to have arrived in proper order.

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 ETL) 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.

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7. Exclusions:

- 7.1. For customers who require CE, SASO, UL certification or any additional 3rd 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. Please inform us of the exact requirements prior to inspection so that we may prepare all requirements timeously.
- 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.
- 7.6. willowlamp will not be held responsible for incompatibility issues so please ensure you read all technical information provided and ensure that our product is compatible with any of your electronic automation systems.

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.

9. Guarantees

- 9.1. All our products carry a one-year guarantee on electrical faults and defects if used for the intended purposes.

10. Refunds and Returns

- 10.1. We have a strict No Refunds or Returns policy. All of our products are manufactured to order to personalized client specifications, from expensive materials and they cannot be easily resold. As such under the South African consumer protection act (CPA) we are under no obligation to offer any refunds or returns for these types of goods. Any indulgence would be at our sole discretion.
- 10.2. The only exception to the above (10.1) is in the case of damaged or defective goods. If this is the case you are required to inspect the goods upon delivery and report any damages or defects within 7 days of receipt in order to request either a Repair, Replacement or Refund. We will assess which measure is appropriate and reserve the right to first offer to repair or replace if that is appropriate.

11. E-commerce Online Sales (specific conditions)

- 11.1. Our online store is only available in South Africa. All international customers are required to use the enquiry channel via the website or email us directly on info@willowlamp.com
- 11.2. The online store is only for small orders with a maximum basket value of R125,000 including VAT and shipping costs. As such not all of our products are available online. Orders for multiple items that exceed the basket limit will also be prohibited. All customers who require orders for multiple items and items over the basket are required to use the enquiry channel via the website or email us directly on info@willowlamp.com
- 11.3. If in the event you attempt purchase multiple items online via multiple separate online transactions within the same order cycle (until you receive delivery) and the total amount exceeds the R125,000 threshold, we will place any orders that exceed the threshold of R125,000 on hold until you have taken delivery of the previous order and confirmed your satisfaction before continuing with the later orders.
- 11.4. When online shopping, please remember the way you see the goods is dependent on the device you use to access our website. willowlamp cannot be held responsible for any mistakes in ordering items whose actual finish or colour is different from that appearing on the website as viewed on your computer. For this reason, it is **strongly recommended that you visit one of our showrooms to see the actual colour of the item OR contact client service to request samples of our chain finishes**. If you are uncertain please rather place your order via our enquiry channel rather than buying online.
- 11.5. Please note that as per our Refunds & Returns policy (See 10.1) we are not obliged to offer refunds and returns.
- 11.6. Change of heart: We allow a 5 day cooling off period on online purchases if a customer realises they have made an impulsive decision and has made a mistake. After this date no refunds are permitted as the order will be placed in production.