



Illumination Way

Distributor of Decorative Lighting Fixtures

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Sale Terms and Conditions

1. The following is a summary of some, though not all, of requirements found in the credit agreement. This is not an exhaustive list, but rather a reminder to our customers of some of the most important provisions found in the credit agreement. In the event of any conflict between this and the credit agreement, the credit agreement shall supersede this document.
2. The following conditions are applicable to the supply of all goods by Illumination Way (Pty) Ltd, unless otherwise expressly agreed to in writing, and such conditions shall govern any contract between the customer and Illumination Way. Every sale by Illumination Way, shall be a separate contract governed by these conditions and no counter-offers nor terms shall bind the seller or have any effect. Waiver constituting breach of any of these terms Illumination Way shall not prejudice the Group regarding any other breach. No indulgences, waivers nor delays given by the company in exercising any of their rights shall be operative against the Group unless in writing and signed by the directors or authorized representatives of Illumination Way.
3. All deliveries must be examined upon receipt thereof and Illumination Way will not honour any claims made with respect to damages or shortages if not made within 30 days from the receipt of goods. A delivery note signed by the customer shall constitute prima facie proof that the goods have been delivered and received in good condition. Illumination Way will make every effort to deliver goods on dates stipulated, but under no circumstances will be held liable for damages suffered by the customer for a failure to meet delivery deadlines. The customer shall not be entitled to cancel any order by virtue of any delay in delivery. In the event of the customer wishing to return any goods or refusing to accept delivery of the goods, the customer hereby agrees that the minimum genuine pre-estimate of damage suffered by Illumination Way will be 15% of the value of the goods as per the invoice but excluding any discounts given thereon. No refunds will be given for products that are custom made under any circumstances.
4. All goods will remain the property of Illumination Way until the customer has paid the purchase price in full. In the event of non-payment, Illumination Way will be entitled to take possession of any goods that have not been paid for in full or payment is overdue and the customer will receive a credit based on the current fair-market value of the goods. Any accounts not paid on or before their due dates will bear interest at the prime overdraft rate of Standard Bank.
5. The debtor consents to the jurisdiction of the Magistrate's court irrespective of the amount involved. Illumination Way reserve the right, at their sole discretion to vary this provision. The customer shall pay, on demand, all legal costs incurred by Illumination Way calculated on the attorney and client scale. The purchaser appoints the delivery address, unless otherwise stated by separate agreement, as its domicilium citandi et executandi for all purposes arising out of this agreement.
6. Illumination Way is not responsible for losses or damages incurred by 3rd parties.

7. Due to factors beyond the control of Illumination Way, e.g. exchange rate fluctuations, supplier prices or import duties, prices are subject to change without notice.
8. All lighting fixtures are manufactured in accordance with the requirements of ISO 9001. Each fixture is tested for operation before it is shipped to customers and carries a twelve month warranty (excluding light bulbs) from the date it is dispatched, provided that
 - i) they do not leave the possession or control of the customer;
 - ii) notice is given in writing;
 - iii) the defect is directly and completely due to defective workmanship of Illumination Way or the use of defective materials and; iv) the fixtures are returned in the original condition as when supplied.
9. Illumination Way will not be held liable to indemnify the customer against any claim, whether contractual or based on negligence asserted against the customer, or for any damage whatsoever.
10. Faulty products will be repaired or exchanged free of charge on companies (Illumination Way) premises only. In the event of a fault discovered on site, such faults will be repaired free of charge on the company's (Illumination Way) premises only. On site repairs will be available for an additional charge.
11. In the case where warranty is void, the liability will fall on the purchaser to pay for any repairs/replacements required
12. All installation matters and failures related to installation matters will be in the installer's responsibility and will remain so throughout the life of the product. 1
13. All our powder coating is done according to SABS specifications and we offer a 5-year guarantee on our powder coating. Fading and discoloration will occur due to the elements however this is not covered under the guarantee.
14. Warranty Void if fittings are hot plugged or worked on whilst live, the secondary output of the power supply cannot be connected directly to LED Boards whilst the power supply is live.
15. Fittings installed on the coast require natural rain to wash off the salt residue, if undercover and sea facing the salt residue must be washed or wiped off manually as the salt will cause damage over a period of time.
16. The Galvanised pole designs meet all the minimum strength requirements in accordance with SANS 0225:1991 and addresses all relevant criteria of the SABS 0225/1991 Standard.
17. All claims are limited to the repair or the replacement of the products only and do not include any labour or transportation charges. The entire risk as to the use and performance of the product is assumed by the Purchaser.
18. Any faulty luminaire, or electronic component can be returned to our warehouse for evaluation to assess the reason for the fault. We will gladly replace or repair faulty items within the guarantee period if it is a genuine product failure, refer to our detailed terms and conditions for further clarification.

19. Service Calls: Should you require an on-site service call; we will gladly provide you with a quotation based on the distance to be travelled and a fixed hourly rate. No service charge will be attached for a service callout if it is found that Illumination Way was at fault. A Maintenance Request Form has to be completed and a service will only be attended to once we receive the completed form. Should Luminaires be mounted at heights above 3.5m or be in areas that are not accessible with a standard 8ft ladder, then access will need to be provided for the service technician by the client.

20. Returns: As we manufacture to order, it will be at the Company's discretion whether we accept returns. This decision will be based on whether we would be able to resell the product. For this reason, we cannot accept any returns on Non-standard colour, bespoke products or buy-out items. Please contact your sales consultant for authorisation prior to returning goods, along with a copy of the invoice and reason for return. Goods must be returned within 60 days of invoicing, unused, undamaged and in its original packaging. Handling fees may apply.