



QMED TEXTILES (PTY)LTD **TERMS & CONDITIONS**

1. ACCEPTANCE OF ORDERS

- 1.1 QMED TEXTILES (PTY)LTD will only accept signed quotations or email confirmation on acceptance of quotations. Verbal agreements unfortunately will not be accepted.
- 1.2 Once a quotation has been accepted in writing, it is considered the client agrees and accepts the company's pricing and terms and conditions.
- 1.3 Quotations are valid for 30 days unless otherwise stated or agreed upon.
- 1.4 It is the client's responsibility to ensure that the products and product specifications quoted, are indeed correct according to requirements. QMED TEXTILES (PTY)LTD will not accept any liability whatsoever should the order be rejected due to incorrect fabrics and or specifications.

2. ORDERS, DEPOSITS & PAYMENTS

- 2.1 Only EFT payments will be accepted, full payment will be required before the commencement of any work.
- 2.2 Unless otherwise indicated or arranged in writing.
- 2.3 All balance payments must be made supply or delivery.
- 2.4 Any EFT payment made will only be accepted paid once funds have reflected in the bank account.
- 2.5 The clients deposit will automatically indicate the client's acceptance of these terms and conditions.
- 2.6 In cases where part order is delivered, payment for the particular item must be made.
- 2.7 Any issues or problems arising after installation (curtain rails) or delivery of products, does not entitle the client to withhold payment for whatsoever reason. QMED TEXTILES (PTY)LTD will endeavour to correct any problems as efficiently as possible, but clients will remain liable for full settlement of outstanding monies.
- 2.8 Any items supplied, collected, delivered or installed, remain the property of QMED TEXTILES PTY LTD, until fully paid for.
- 2.9 Any arrears amounts due to QMED TEXTILES (PTY)LTD, not settled within the agreed period, may be handed over for debt collection. All additional costs incurred will be for the clients account.

3. CANCELLATION OF ORDERS

Any cancellation of an order, for whatsoever reason, will be subject to a review process. Any work completed, in progress or fabrics ordered (if any) will first be calculated and deducted from the full payment or deposit before cancellation is accepted and refund is made.

4. OWNERSHIP

Ownership of any/all products will unconditionally remain the property of QMED TEXTILES (PTY)LTD until payment has been made in full and is reflected in the QMED TEXTILES (PTY)LTD's bank account.

5. LIABILITY

- 5.1 Liability of products supplied by QMED TEXTILES (PTY)LTD to the client shall automatically shift accordingly either:
- 5.2 Upon completion of order or installation (curtain rails).
- 5.3 24 hours after notification of completion of orders/products.
- 5.4 The client hereby acknowledges and accepts that immediately on occurrence of either of the above, the client will remain liable for all monies due to QMED TEXTILES (PTY)LTD, even in such instances that the order/products are damaged or destroyed due to, including but not limited to any third party, vandalism, uncontrollable events or any unforeseen instances.
- 5.5 The quotation given by QMED TEXTILES (PTY)LTD is given in good faith and on the assumption that products and installations on curtain railings are of sound quality and superior workmanship. In the case whereby during installation it is found that there will be additional expenses due to unforeseen issues, the client will immediately be notified and an additional quote may be given to rectify the problem.

6. WARRANTY

- 6.1 Any problems, issues or defect with items supplied must be made known to QMED TEXTILES (PTY)LTD via email within 7 days of supply, delivery or installation (curtain rails).
- 6.2 Use of products in the in-correct way or non-intended purpose, QMED TEXTILES (PTY) LTD will not be held liable.
- 6.3 Any damage due to clients' choice of fabrics when recommended by QMED TEXTILES (PTY)LTD.
- 6.4 Any error in the client's choice or decision of size, fabrics etc.
- 6.5 Quality products and installations (curtain rails) guaranteed.

7. NEW CLOTHING DESIGNS AND PATTERNS

- 7.1 Any new clothing designs and patterns required will first be quoted on.
- 7.2 Patterns drawn up will stay the property of QMED TEXTILES (PTY) LTD, unless stated otherwise.

8. ORDER & APPROVAL

- 8.1 Correctness of all orders lies solely with the client, and any work produced after the clients have accepted the proofs supplied will incur no liability against QMED TEXTILES (PTY)LTD, irrespective of the degree of error.
- 8.2 The client is responsible to ensure that all information is 100% correct. Should the client be uncertain, no assumptions can be accepted by QMED TEXTILES (PTY)LTD and final products are hence deemed as completed correctly.
- 8.3 Acceptance of the order deems the finalization and binding of the order. Only signed proofs or emailed acceptance is regarded as acceptable by QMED TEXTILES (PTY)LTD. No telephonic approvals will be accepted.
- 8.4 Any changes to order will be subject to additional proofing, no changes and acceptance can be accepted simultaneously.
- 8.5 QMED TEXTILES (PTY)LTD will not be liable for incorrect work being produced after the order have been approved, even if samples are supplied. All order information is accepted correct once order is approved for production.
- 8.6 Colour variations are un-avoidable in the textile industry. It will be at the sole discretion of QMED TEXTILES (PTY)LTD, to deem the acceptability of finished products. QMED TEXTILES (PTY)LTD will however do all that is possible to meet the quality requirements of the customer.

9. DELIVERY TIMES

- 9.1 Approval indicates the time at which the order is approved for production and not from when the order is placed.
- 9.2 Delivery times are a base indication and in all possible and reasonable effort will be kept, however, delays may occur that are out of QMED TEXTILES (PTY)LTD control and hence delivery times may need to be extended. This includes but is not limited to: fabric shortages, supplier delays, labour unrest or striking, courier service delays.

10. INSTALLATIONS

- 10.1 In the event that the proposed site and or area, is not ready for installation on curtain railings as arranged, QMED TEXTILES (PTY)LTD reserves the right to invoice an addition 20%, of the quotation.
- 10.2 On any order or product requiring installation, installation on curtain railings is not included in the prescribed delivery times and will occur at the first available time for scheduling that is available, after production is complete.
- 10.3 The client accepts and agrees that once an installation date has been set, the client or authorized representative must be available to grant any of QMED TEXTILES (PTY)LTD employee's access to the site/premises to complete any work required at the time and place agreed. Failure to grant/gain access will subject the client to an additional call out fee as well as re-scheduling of the work to be done, of which no guarantee of date will be available.
- 10.4 On request the client is to supply a point of electrical connection for any tools needed to be used by QMED TEXTILES (PTY)LTD. Should an electrical point not be available, this must be made known, before any installation arrangements are finalized.