

Rakumba

TERMS & CONDITIONS SUMMARY

Introduction

This document summarises Rakumba's terms and conditions of trade. Our detailed Terms & Conditions are available on request and are the basis of our commercial transactions.

QUOTATIONS & ORDERS

Quotations

- Rakumba quotations are only valid if received from Rakumba in writing.
- Prices are valid for 60 calendar days from the date of quotation.
- The majority of Rakumba products are provided with integrated LED light sources.
- Prices exclude light globes, installation, installation supervision and onsite assembly unless otherwise stated.
- Prices exclude freight and insurance unless otherwise stated in Rakumba's price list or quotation.

Orders

- Each order must be sent in writing.
- Once Rakumba has confirmed an order with an Order Confirmation (this may be in the form of an email or a Pro-Forma Invoice), this is our official acceptance of the order and the order is then binding and cannot be cancelled or amended without our prior consent.
- All orders are supplied as Ex-Works (INCOTERMS 2010) unless otherwise stated.

Lead time

- Lead times are an estimate and are subject to change.
- Lead times do not commence until receipt of the deposit payment if a deposit is required. If a deposit is not required for the order, lead times commence from the date of Rakumba's order confirmation.

PAYMENTS

Payment Terms

- Rakumba's standard payment terms are:
 - 50% deposit payment must be received by Rakumba prior to commencing production of the order.
 - Balance payment is due on completion of production, prior to dispatch.
- Deposits are non-refundable, unless agreed in advance by Rakumba.
- For customers who purchase very regularly from Rakumba, we may agree to set up a credit account.
- For customers who have a credit account with Rakumba, payment terms will be shown on the Pro-Forma Invoice and Tax Invoice, and will be a maximum of 30 days from the invoice date. The payment terms may vary depending on the order value or project.
- All goods remain the property of Rakumba until full payment has been received.

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DELIVERY

Arranging delivery

- You can arrange your own collection and shipping from Rakumba, or Rakumba can arrange shipping for you.
- If Rakumba arranges shipping, delivery timeframes are approximate and are not within Rakumba's control.
- Rakumba will quote delivery prices including insurance unless stated otherwise.
- Rakumba does not arrange delivery to PO Boxes.
- Any costs incurred due to a failed or delayed delivery, as a result of difficult access or special requirements, or for redirection to an alternative destination will be charged to you.
- For International orders, all import duties and taxes are your responsibility.

Receiving goods

- Goods must be checked and signed for at the time of delivery.
- If you have requested delivery to an unattended location, Rakumba does not bear any risk for any damage or loss.
- If goods or packaging have been visibly damaged when they arrive, you must sign for the goods as 'Damaged Shipment'.
- If goods are damaged or defective, you must:
 - Retain all original packaging for damaged items
 - Take photos that clearly show the damage or defect, if visible
 - Complete Rakumba's 'Product Claim' form and send to us within 7 days.

WARRANTY & RETURNS

Warranty Period

- Rakumba's products are warranted for defects for 24 months from date of supply, with the exception of fabric and timber items that are warranted for 12 months from date of supply.

Returns

- Rakumba does not accept returns or exchanges since products are made to order.

Materials and Hand Made Products

- The majority of Rakumba's products are made by hand and may vary slightly from one another in shape, colour or finish. This is normal and is not accepted as a product defect.
- Several of Rakumba's products are made from natural materials that may change in appearance over time. This is intentional and by design. The original appearance can frequently be restored if required and Rakumba can provide instructions regarding how to do this.
- Materials provided by Rakumba and used to fabricate products may vary reasonably from finish samples or images of the products.

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Damages

- Once goods have been delivered, Rakumba is not responsible for any defect or damage which may be caused by:
 - Failing to properly maintain or store any goods.
 - Improper installation or assembly.
 - Any cost of installation, removal or re-installation.
 - Using the goods for any purpose other than that for which they were designed.
 - Continuing the use of goods after any defect becomes apparent.
 - Failing to follow any instructions or guidelines provided by Rakumba.
 - Fair wear and tear, any accident, or by force majeure.

Defects

- Generally, we will make an effort to replace without requiring a return of the product where the cause of the defect is clearly covered under warranty.
- Rakumba's warranty is on a back-to-base basis – this means the products need to be returned to us for repair or replacement unless otherwise instructed.
- In cases where a replacement item is provided, Rakumba may request return of the defective item. In this case, Rakumba may charge for the replacement and will then refund the cost once the returned item has been confirmed defective and is covered under warranty.
- In cases where the product has been returned to Rakumba for repair and:
 - Defects were identified as being caused by anything listed in Damages above, Rakumba will charge for the repair and cost of freight
 - Further defects or damages have been found on the item, other than what has been originally advised, Rakumba will charge for the repair and cost of freight
- Incorrect specification of a Rakumba product is not accepted as a product defect or a reason for return of the product to Rakumba. For example, several of Rakumba's products are sold with drivers (transformers) that need to be installed remotely from the light fitting. It is important to ensure that a suitable installation location for the remote driver is available prior to ordering the fitting.