



Reg. No.: CK 2001/022823/23  
VAT No.: 4250193333  
Units 2-4, No 7 Greenville Terrace Road,  
Diep River, Cape Town, 7800  
Tel: (021) 706 0733  
Fax: (021) 705 9184  
Email: [info@glowinn.co.za](mailto:info@glowinn.co.za)  
Web: <http://www.glowinn.co.za>

## **TERMS AND CONDITIONS OF SALE**

### **Deposit**

Glow Innovations CC requires a deposit to the value of 50% of the quotation before commencing with the manufacture of your product and/or providing the services to be supplied. By making the deposit you accept the terms and conditions set out hereunder, which terms and conditions shall be specifically incorporated into the agreement between Glow Innovations CC and yourself.

All quotations are valid for 30 days only. In the event of product specifications being incorrectly supplied or altered, Glow Innovations CC reserves the right to change the amount quoted accordingly.

### **Payment Terms**

Payment of the outstanding balance falls due upon delivery or installation (when required) of the product or once services have been rendered and upon presentation of a tax invoice. In circumstances where payment is outstanding for a period exceeding 30 calendar days, Glow Innovations CC will charge interest at a rate of 2% per month or as per the maximum rate of interest determined by the National Credit Act (2005 as amended) from time to time on overdue payments.

Legal action for the recovery of any outstanding balance may be taken after 10 business day's written demand. In the event legal action is taken against you, you hereby agree to and accept liability for the legal costs occasioned thereby on the scale as between attorney and own client and that the Magistrate's Court shall have jurisdiction over the matter.

### **Delivery**

Repair services are rendered at a mutually convenient time and as agreed. A standard delivery time of 3-4 weeks is applicable to all products. This timeframe is provided as a guide only and Glow Innovations CC shall not be liable for any harm or loss or damage by you howsoever arising and of whatsoever nature on the account of delay in the delivery of the product and you hereby indemnify Glow Innovations CC in all such respects.

---

## **Cancellation**

Repair services may be cancelled without cause on 2 hours' notice without penalty. Failing this, Glow Innovations CC reserves the right to levy a call out fee of R300.00 ex VAT.

Owing to the bespoke nature of the products manufactured, Glow Innovations CC has a strict no cancellation and no refund policy. Glow Innovations CC reserves the right to consider mutual termination and possible (partial) refund upon a consideration of the following criteria: the product design, the time of cancellation, and the reason for cancellation.

## **Fixed term contracts**

No deposit is required in respect of fixed terms contracts. Payments are made monthly in advance. Services provided by Glow Innovations CC on a monthly basis for a fixed term may be cancelled by you without cause on 20 business days' notice in writing subject to a reasonable cancellation penalty being levied by Glow Innovations CC to the value of 3 months instalments.

Glow Innovations CC shall be entitled to cancel such services on 20 business day's written demand in the event of breach of contract only. In the event the fixed term agreement expires and thereafter continues on a periodic basis, either party may cancel the agreement on 1 clear calendar months' notice or on 10 business day's written demand in the event of breach of contract.

Notwithstanding anything herein to the contrary, services supplied by Glow Innovations CC on a monthly basis for a fixed term to juristic persons may be cancelled by either party on 10 business day's written demand in the event of breach of contract only.

## **Indefinite term Contract**

No deposit is required in respect of contracts of service which run for an indefinite term. Payments are made monthly in advance. Services provided by Glow Innovations CC on this basis may be cancelled by either party without cause on 4 clear calendar months written notice only. Without prejudice to its right to sue for specific performance, either party may cancel the contract on 10 business day's written demand in the event of breach of contract and claim damages.

## **Warranty**

Glow Innovations CC warrants its own workmanship for a period of twelve months from date of invoice. Your warranty is claimed by providing Glow Innovations CC with your original tax invoice. The warranty provided to you by Glow Innovations CC shall be lost in the event of:

---

- ✓ alterations or modifications or additions being made to the products supplied, without the prior written consent of Glow Innovations CC;
- ✓ failure to use the products in accordance with the instructions and specifications of Glow Innovations CC or the general misuse and abuse of the products supplied;
- ✓ damage caused by fire, flood, civil disturbance or act of God;
- ✓ the products have not been inspected by Glow Innovations in order to evaluate/determine the reason for defect, before the client requested their replacement or repair.

Repairs services provided by Glow Innovations CC in respect of goods not manufactured by Glow Innovations shall be free of warranty unless otherwise required by the Consumer Protections Act (2008).

Kindly take notice that Glow Innovations CC does not manufacture the electronic components which may form part of the product supplied to you. All electronic components are sourced from reputable manufactures/suppliers and as such you shall receive the manufacturer's/supplier's warranty in respect of such electrical components.

### **Indemnity**

You hereby acknowledge the risk inherently involved in the supply and installation of the products by Glow Innovations CC and you hereby indemnify Glow Innovations CC against any and all claims for loss and/or harm and/or damage of whatsoever nature due to any defect or failure of operation of the products or services supplied by Glow Innovations CC.

### **Contracting parties**

Glow Innovations CC always contracts with the end consumer and shall be report to the end consumer or the principal agent in respect of the quality and approval of its work. The end consumer is always liable to Glow Innovations CC for the outstanding balance of its invoice. Glow Innovations CC does not act as a subcontractor unless otherwise agreed to in writing.

### **Service addresses in respect of legal notices**

Glow Innovations CC chooses its *domicilium citandi et executandi* for all purposes at Units 2-4, No 7 Greenville Terrace Road, Diep River, Cape Town, 7800. Your *domicilium citandi et executandi* for all purposes shall be at the address where the products were delivered or the services were rendered.

---