

STANDARD TERMS AND CONDITIONS OF SALE

Project Lighting (Pty) Ltd • Registration No. 2025/565960/07 • trading as The Project Lighting & Design Group
Version 1.0 • October 2026

1. Application and definitions

1.1 These terms apply to every quotation, order, invoice and supply of goods or services by Project Lighting (Pty) Ltd, Registration No. 2025/565960/07, trading as The Project Lighting & Design Group ("we", "us"), to any customer ("you"). They prevail over any terms in your order or other document unless we agree otherwise in writing signed by a director.

1.2 By accepting a quotation, placing an order or accepting delivery of goods or services supplied subject to these terms, you agree to them; no signature is required. "Goods" means lighting product and related items we supply; "Services" means lighting design, specification and related services; "Special Order Goods" means goods imported, manufactured or configured to order or not held in our stock.

2. Quotations and prices

2.1 Quotations are valid for 30 days from their date and are subject to stock and supplier availability. Before an order is accepted, prices may be adjusted for changes in exchange rates, supplier prices, duties, freight or other costs beyond our control. Errors and omissions are excepted.

2.2 Prices are in South African Rand and exclude VAT, which will be charged at the prevailing rate if we are a registered vendor at the date of invoice. Delivery outside the Cape Town metropolitan area, installation and any other duties or levies will be for your account, unless the quotation states otherwise.

2.3 Quoted prices assume the whole quotation is ordered. If only part is ordered, we may re-price the items ordered.

3. Orders, deposits and cancellation

3.1 An order is binding when we accept your written purchase order or you accept our quotation in writing. We may require a deposit before placing Special Order Goods with our suppliers; the deposit amount will be stated on the quotation.

3.2 Orders for Special Order Goods may not be cancelled once we have placed the order with our supplier, and any deposit paid is non-refundable to the extent of costs we have incurred. Orders for stock items may be cancelled before dispatch subject to the handling charge in clause 6.3.

3.3 Lead times for Special Order Goods are estimates only, typically 8 to 12 weeks from acceptance and receipt of any deposit, and depend on our suppliers and shipping. We will tell you promptly of any anticipated delay.

4. Design and specification services

4.1 Lighting designs, specifications, drawings, calculations and schedules we prepare remain our property. They are prepared for the project stated and may not be used for any other project or passed to another supplier for pricing without our written consent. Where Services are quoted separately they are payable whether or not the goods are subsequently ordered from us.

4.2 Our designs rely on information you provide (plans, dimensions, finishes, electrical supply and control systems). We are not responsible for changes to the design required by inaccurate or incomplete information, or for the suitability of goods specified by others.

4.3 Dimming and control compatibility depends on the driver, dimmer and control system used. Unless we have tested the combination and confirmed it in writing, compatibility is not warranted. LED colour temperature and output may vary within manufacturers' tolerances between batches.

5. Delivery and risk

5.1 Delivery dates are estimates given in good faith and are not of the essence. Delivery within the Cape Town metropolitan area is by our vehicle or carrier at the rate quoted; delivery elsewhere is by carrier at your cost. You must ensure safe access and a person authorised to receive the goods.

5.2 Risk in goods passes to you on delivery to your address or nominated carrier, or on collection from us. We do not install goods; installation must be carried out by a qualified person in accordance with the manufacturer's instructions and applicable regulations.

6. Inspection and returns

6.1 You must inspect goods on receipt and notify us in writing of any shortage, damage or incorrect supply within 3 business days of delivery, failing which the goods are deemed accepted as correct and undamaged.

6.2 Defects that could not reasonably have been found on inspection must be reported in writing as soon as they are discovered and within the warranty period.

6.3 Returns of correctly supplied stock items are at our discretion, within 14 days of delivery, in original unopened packaging and resaleable condition, and are subject to a handling charge of 15% of the invoice value plus any collection cost. Special Order Goods are not returnable unless defective.

7. Payment

7.1 Unless we have agreed credit terms in writing, payment is due in full before dispatch or collection. Where credit terms apply, invoices are payable within 30 days of the invoice date, in full, without deduction or set-off, by electronic transfer to the account stated on the invoice.

7.2 Overdue amounts bear interest at the prime overdraft rate of our bankers plus 3% per annum (or the maximum rate permitted by law, if lower), calculated daily and compounded monthly, from due date to date of payment.

7.3 While any amount is overdue we may suspend deliveries and Services and withhold designs and documents. You are liable for our costs of recovering overdue amounts on the attorney-and-client scale. A certificate signed by one of our directors is prima facie proof of the amount owing.

8. Ownership

8.1 Ownership of goods remains with us until we have received payment in full for them, notwithstanding delivery. Until then you hold the goods as our property, must keep them insured, stored separately and identifiable, may not resell or encumber them, and must allow us access to recover them if any amount is overdue. If goods are installed before payment you remain liable for the full price.

9. Warranty

9.1 Goods carry the manufacturer's warranty against defects in materials and workmanship for the period stated on the quotation or product datasheet, failing which 12 months from delivery, provided the goods have been installed by a qualified person, used within their rated conditions and for their intended purpose, and not modified or repaired by others.

9.2 The warranty excludes damage or failure caused by voltage fluctuation, surge or lightning, water or dust ingress beyond the product's rating, incompatible dimmers or control systems, incorrect installation, lack of maintenance, or normal wear. Consumable and wear items are excluded.

9.3 Our obligation under warranty is limited, at our option, to repair, replacement or credit of the defective goods. Removal, reinstallation, access equipment and consequential costs are excluded. Goods supplied by us carry the certification (including NRCS letters of authority) applicable to the product as imported; compliance of the installation as a whole is the installer's responsibility.

10. Liability

10.1 To the extent permitted by law, we are not liable for indirect, consequential or special loss of any kind, including loss of profit, project delay, penalties or the cost of removal and reinstallation, whether arising from delay, defect, design or otherwise.

10.2 Our total liability in respect of any order, whether in contract, delict or otherwise, is limited to the invoice value of that order.

10.3 Nothing in these terms excludes or limits liability which cannot be excluded or limited under the Consumer Protection Act 68 of 2008 where that Act applies to the transaction, and in that case these terms apply to the extent permitted by that Act.

11. Events beyond our control

11.1 We are not liable for any failure or delay caused by events beyond our reasonable control, including supplier or shipping delays, customs, port or transport disruption, load shedding, strikes, or changes in law. Delivery dates extend by the period of the delay; if the delay exceeds 90 days either party may cancel the affected order on written notice, with any deposit refunded less costs we cannot recover.

12. Credit and information

12.1 We may obtain credit information about you from credit bureaux and other sources and share payment information with them, and we process your information for the purposes of quoting, supplying, invoicing and recovering payment, in accordance with the Protection of Personal Information Act 4 of 2013.

13. General

13.1 These terms, our quotation and any written credit agreement are the whole agreement between us and supersede prior representations. Variations bind us only if in writing signed by a director. No relaxation or indulgence by us is a waiver of our rights.

13.2 These terms are governed by South African law. Disputes are first referred to negotiation between senior representatives and, failing resolution within 30 days, to the courts of the Western Cape, without prejudice to our right to institute recovery proceedings in any magistrate's court having jurisdiction.

13.3 If any provision is unenforceable the remainder continues to apply. We may update these terms from time to time; the version current on the date an order is accepted applies to that order. Notices may be given by email to the addresses on the quotation or invoice.