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**Upfront Distribution Terms and Conditions of Business**

- 1) Wavelengths 1138CC t/a Upfront Distribution conforms to the criteria outlined by the new CPA (Consumer Protection Act) effective 1 April 2011
- 2) We advise all our Customers to obtain information on the new CPA and how it affects them.
- 3) Upfront Distribution strives to conform to the requirements of the Department of Health where beauty equipment is concerned and the requirements of NRCS (National Regulator for Compulsory Specifications – the governing body for the SABS) on other equipment.
- 4) Upfront Distribution only supply to professional beauty therapists, health professionals and nail technicians who have trained at accredited training institutions and who are in possession of an accredited qualification. In purchasing from us, you are confirming that you have the valid certification and relevant knowledge to utilise or operate each and every GOODS/purchases. Upfront Distribution reserves the right to request proof of such qualification if deemed necessary.
- 5) The onus is on the Customer/purchaser to ensure that only suitably qualified personnel operate or utilise GOODS/ products/furniture/equipment, which has been purchased. Use of equipment by unqualified persons could cause harm to themselves and other people involved. Upfront Distribution will thus not be held liable for harm and damage caused
- 6) Upfront Distribution operates on a COD basis. All goods ordered must be paid for on delivery or collection, or where a third party is used for such delivery, payment should be made prior to goods being sent.
- 7) In the event of payment not having been received by Upfront Distribution from the customer on delivery of the GOODS, the customer shall pay interest on all overdue amounts from the due date to date of payment, both days inclusive, at the rate of 2% above the Prime Overdraft rate per annum.
- 8) Ownership of the GOODS shall remain vested in Upfront Distribution until the purchase price has been paid in full and any discounts given will be revoked if the amount owing exceeds 120days.
- 9) In the event of an attorney being instructed to collect any overdue amounts owing by the customer to Upfront Distribution or to institute any legal proceedings for any amounts owed to Upfront Distribution by the Customer, the customer shall be liable for all attorney and own client costs, including collection commissions, incurred by Upfront Distribution
- 10) Upfront Distribution offers a free delivery in the greater Durban area on certain days of the week (details of which are available on request). Any other deliveries will be sent via our nominated carrier and the freight and insurance charge will be for the customer/purchaser's account. Risk shall pass onto the customer/purchaser once POD (proof of delivery) is signed.
- 11) The person receiving the order will be required to sign the proof of delivery to indicate that each item has been received undamaged and sealed in it's original packaging. Should the item be damaged or the packaging not in place, this must be indicated on the proof of delivery/receipt and the company/carrier representative and the person receiving the item must both sign the proof of delivery/receipt to this effect. This item may then be returned to Upfront Distribution
- 12) Upfront Distribution cannot be held liable under it's guarantee policy for any damages visible at the time of collection or acceptance of delivery that was not indicated on the proof of delivery/receipt by the customer.
- 13) Should the customers residence be more than one story i.e. ground level, to which access is difficult or the item is likely to be damaged if carried through the access points, then the item will be delivered to the lift or opening as the stairwell and further movement of the item will become the customers responsibility from that point forward.
- 14) Upfront Distribution is not liable for any damages caused by the carriers delivery vehicle to the customers residence, structure or to persons/possessions at the residence

Terms & conditions continued:

- 15) Upfront Distribution quotations and proforma invoices are valid for 7 days only and stock will only be reserved once payment has been made and the order and payment confirmed by Upfront Distribution.
- 16) Upfront pricelists vary intermittently as they are subject to fluctuations in the exchange rate as well as price increases from factories. Please ask for a quotation first.
- 17) All furniture and equipment sold by Upfront Distribution has a 6-month warranty and any freight costs incurred for claims or returns will be for the customer/purchasers account.
- 18) With regard to furniture the guarantee does not extend to upholstery (e.g. vinyl or PU leather) and normal wear and tear including scratches, shrinkages and changes in colour of the wood or other materials.
- 19) Upfront Distribution reserves the right to refuse any claim should the equipment have:
  - been mishandled in any way including removal of serial numbers,
  - been operated by any unqualified personnel,
  - failed to have been operated in the means to which it was intended or advised
  - been subjected to any lightning strikes, unstable electricity supply and/or power surges (we insist that all electrical products are used with a surge protector for the safety of consumers as well as the protection of the integrity of the equipment)
  - incurred any destruction or damage by fire, tempest, flood, vermin, rust, riot, civil commotion or force majeure.
  - Incorrect use of equipment.
- 20) Please ensure that you purchase the correct GOODS for your needs and that you have read the Warranty and instructions on furniture and equipment prior to use. Should you find on delivery that the goods are unsuitable and return them with our driver, there will be a delivery charge applied.
- 21) Upfront Distribution shall not accept any claim on goods once opened by the customer unless submitted in writing and received by Upfront Distribution within 48 hours of proof of delivery/receipt of goods. Should the customer fail to communicate a claim as detailed above, the customer shall be deemed to have accepted the GOODS as being in good order and condition in all respects. Should the customer damage the goods during assembly, or moving, no exchange or refund will be entertained
- 22) Upfront Distribution reserves the right to appoint a representative of the company to inspect the item returned before a refund, repair or replacement is considered. Sale or shop-soiled items will not be considered for refund or replacement
- 23) If a refund is provided it will be in the same form of payment tender as originally made by the customer
- 24) Upfront Distribution shall not accept any claim unless the GOODS are returned in the original, undamaged container.
- 25) Upfront Distribution shall not be liable for any loss of profits, loss of savings, or any other actual or consequential damage of whatsoever nature arising from any defect in the GOODS.
- 26) Upfront Distribution relies exclusively on the information provided by the manufacturers of the GOODS supplied to the customer, and offers no warranty or guarantee in respect of the correctness of same.
- 27) Upfront Distribution does not warrant that the GOODS sold to the customer will meet the requirements for which the customer has purchased the GOODS. And any failure on the part of the GOODS will be handled strictly in accordance with the warranty of the manufacturer concerned, the details of which will be provided by Upfront Distribution on request.
- 28) The customer bears the cost of any unsuccessful claim lodged by Upfront Distribution with the manufacturer of the GOODS on behalf of the customer.

**I have read and understood the Terms and Conditions of Business of Upfront Distribution.**

**Customer/Representative Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Salon Name:** \_\_\_\_\_ **ID No:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_