



THEURBANATIVE

hello@theurbanative.com  
account@theurbanative.com  
+27115687490  
www.theurbanative.com

## TERMS & CONDITIONS 2022

### HEREWITH THE TERMS AND CONDITIONS OF USE OF THEURBANATIVE WEBSITE DEFINITIONS

In stock are products listed on the PRODUCTS section of the THEURBANATIVE Online Shop which are in stock and available immediately, if any ordered items are not instock, they carry a production lead time of 4-6 weeks.

THEURBANATIVE will begin manufacture of such a product on receipt of payment and finalisation of finishes.

Custom Orders are products that are similar to products listed on the PRODUCTS section of the THEURBANATIVE Online Shop but with slight modifications made to dimensions or finishes. Production lead times (normally 6-8 weeks) of Custom Products vary and this information will be confirmed by a THEURBANATIVE salesperson.

Custom Orders cannot be cancelled and cannot be returned for a refund. This also applies to all our bespoke pieces.







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### 1. Introduction

These terms and conditions ("Terms") apply to all orders placed with TheUrbanative ("THEURBANATIVE"), whether online, telephonically, via email, in person, or in any other way.

By placing your order with THEURBANATIVE, you agree that these Terms are binding on you without qualification or exception. You agree to be bound by and shall be regarded to have accepted to abide by these Terms, and you acknowledge to have read and understood them. If you do not agree to any of the Terms, you should not place an order with THEURBANATIVE.

### 2. Lead Times

Once the payment is received, the estimated lead time will be confirmed. We strive for the following lead times: Standard products - 4-6 weeks from date of Deposit Payment & finalisation of finishes. Custom Products- 6-8 weeks from Date of payment & finalisation of finishes.

THEURBANATIVE will use its best endeavours to ensure that the order is completed within the estimated lead time. However, lead times are subject to variation and are dependent on various external factors, such as the availability of materials/loadshedding/strike or labour dispute.







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### 3. Delivery

Transportation is included at the final checkout amount in the online store. TheUrbanative does not do installation, we can recommend contractors whom we work with, however a separate quote will be given by said contractor. TheUrbanative is not affiliated with any contractors.

THEURBANATIVE cannot be held liable for any breakages incurred during delivery.

### 4. Indemnity

THEURBANATIVE, its contractors, employees and agents shall not be liable for any injury (including death), claim, loss, liability, THEURBANATIVE, cost or expense of whatsoever nature suffered or incurred by any person who places an order from THEURBANATIVE, whether such injury or THEURBANATIVE arose from negligence or otherwise.

A person placing an order with THEURBANATIVE indemnifies and holds THEURBANATIVE, its contractors, employees and agents harmless from any claim, loss, liability, cost or expense which may arise from such person's order and/or use of the product delivered in terms of the order.







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### 5. Intellectual Property

The trade marks, copyright, and other intellectual property in the products created by THEURBANATIVE are the property of THEURBANATIVE. You have no right to use or reproduce any such intellectual property, and nothing contained in these Terms grants any right to use or reproduce any of THEURBANATIVE's intellectual property without the prior written consent of THEURBANATIVE.

All rights, including images, design, concepts and copy are owned by TheUrbanative PTY (LTD) . This includes any 3ds/drawings/ designs/ concepts sent by email from TheUrbanative, receipt of our emails along with their contents constitutes acceptance of the intellectual property terms and do not any way act as permission for reproduction of any work unless otherwise stated.

### 6. Limitation of Liability

To the extent permitted by law THEURBANATIVE shall not be liable for any direct, indirect, incidental, or consequential TheUrbanative including, without limitation, lost revenues, costs of replacement goods, loss or TheUrbanative to data arising out of any order placed or in connection with the delivery of the products, or the products themselves, whether based on warranty, contract, delict, or any other legal basis or from any other cause even if THEURBANATIVE has been advised of the possibility of such TheUrbanative.







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### 7. Payment

A 100% payment is required on placement of an order. Manufacture of your products will only commence once the payment has been made & cleared and finishes are finalised for custom orders.

Where we can accommodate any changes to your order, such changes will be at your expense.

When the products have been manufactured and are ready for delivery, a notice will be sent through to you along with a tracking number.

Ownership of the products remains vested in THEURBANATIVE until such time as the products are paid for in full.







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### 8. Returns and Exchanges

As the products are manufactured according to your order, THEURBANATIVE cannot accept any returns or exchanges. Only defective products may be exchanged.

Damage caused as a result of:

- faults resulting from normal wear and tear;
- negligence, abuse or incorrect use of the product;
  - electrical surges;
- weather conditions, such as sea air corrosion;
- failing to care for the product adequately;
  - and alterations to the product

shall not be regarded as defects and will not entitle you to repair/exchange of the product.

A product will also not be considered to be defective where the product has been accurately described on the website and is generally fit for purpose, but does not suit you.

In order to return a defective product, please email us images and information about the relevant product. We shall then assess the product and should we determine the product to be defective, we will arrange for the defective product to be collected from you and we will repair or replace the product. Should the product be capable of on-site repair, we shall attend to this at your premises.







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If repair or exchange of the defective product is not possible, THEURBANATIVE will credit your account, or refund you (at your option) for the purchase price of the defective product. Credits and refunds are generally processed within 8 (eight) days of logging the return. Repairs and replacements may take longer, depending on the availability of parts and/or replacements.

Should you wish to return a defective product, please ensure that the defective product is re-packaged in suitable packaging to prevent TheUrbanative to the product in transit. Our courier reserves the right to refuse to collect a defective product if that product is not properly packaged for transit.

### 9. Guarantees

The products have a 1 (one) year guarantee. Any products that are claimed to be defective must be exchanged within this 1 year period.

### 10. Force Majeure

THEURBANATIVE shall not be liable for any loss suffered by you, or any other person, arising out of delay in, or prevention of, performance of THEURBANATIVE's obligations, due to any cause, the adverse effects of which THEURBANATIVE could not reasonably and practicably avoid in the ordinary conduct of THEURBANATIVE's business. This shall include, but not be limited to, acts of god, natural disasters, electricity outages, water interruptions and shortages, and the like.







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### 11. Caring for your furniture

Much care and craftsmanship go into making our products and while the images on our websites are representative of our products, slight variations will be noticeable as most of our pieces are handmade.

Once your order is dispatched a cleaning & care guideline will be sent to you.

With each purchase you will receive a cleaning guideline suitable for your ordered piece. Please contact us if you are unsure about anything.







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## 11. Shipping

If we have your ordered pieces in stock, these will be delivered to you within a week. Items not in stock and still to be manufactured will be delivered within 4-6 weeks, whilst all custom orders will have a leadtime of 6-8 weeks.

We ship with Star Express for South Africa and GMA Logistics for the rest of the world and all goods are insured with our couriers during delivery.

If you are outside of South Africa, please contact us at [accounts@theurbanative.com](mailto:accounts@theurbanative.com) and we will provide you with a quote for shipping in your area or we will direct you to our agent in your country. If you require a faster service, please also contact us at [accounts@theurbanative.com](mailto:accounts@theurbanative.com) and we will arrange for faster delivery (additional charges will be applied.)

## 12. Duties & Taxes

For shipments outside South Africa to the United States, Europe, Australia, Asia & other parts of the world duties and taxes are not included in the order price. Customers will be invoiced separately by the carrier if duties and taxes are applicable.







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## 13. Law

The entire provisions of these Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the parties to these Terms hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms.

TheUrbanative reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately.

## 14. General

If you have any questions regarding these Terms, please contact [hello@theurbanative.com](mailto:hello@theurbanative.com)







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## 15. Privacy

We are committed to protecting and respecting the privacy of our customers and web site visitors. For that reason we have taken, and will continue to take, measures that protect the personal information of our clients.

## 16. Media

### DESIGN STUDIOS NEEDING 3D MODELS

If you are a professional seeking to specify some of our products, we will happily supply you with 3D'S and spec sheets of our products . Please send us a mail at hello@theurbanative.com with a list of the products you are interested in using. We will provide you with a compatible files for your project.

### IMAGES FOR PUBLICATIONS/DESIGN PROPOSALS

Please drop us an email at hello@theurbanative.com with your request and we will send through the images you need.

Haven't found an answer to your question?  
send us an email at hello@theurbanative.com and we will assist with any further questions.

