



Terms & Conditions

With all transactions between Us and You, there are going to be T's & C's, so please read through the below and if there is anything that you don't understand you are more than welcome to give us a shout to discuss until you are completely happy.

These conditions are the only conditions upon B Seated (pty) Ltd (“the seller”) is prepared to deal with its customer (“the buyer”) and they shall govern the contract to the entire exclusion of any other express or implied conditions. These conditions may only be modified by a variation in writing signed on behalf of the seller by a director and no other action on the part of the seller (whether delivery of the goods or otherwise) shall be construed as an acceptance of any other conditions. These conditions (as modified in accordance with aforementioned and together with the matters referred to on the face of the seller’s quotation and/or acceptance of order) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications. No contract shall be concluded until the seller despatches an acknowledgement of order to the buyer. Any quotation in whatever form given to the buyer is given subject to these conditions and does not constitute an offer to sell. To be eligible to purchase goods from B Seated (pty) Ltd and to lawfully enter into and form contracts with B Seated (pty) Ltd you must be aged 18 or older and the holder of a valid debit/credit card. Products ordered on from B Seated can only be delivered to addresses within the Republic of South Africa. Any cross border deliveries shall be at an additional cost to the Client, payable in full upfront prior to departure. B Seated (pty) Ltd shall not be responsible for any damage to goods caused once they have been collected by respective Freight Companies and removed from the our premises.

Language and ambit of these terms and conditions:

This contract shall be concluded in English and shall relate to orders placed in and deliveries to addresses in the Republic of South Africa.

Prices:

All prices quoted for products manufactured / reupholstered by B Seated (pty) Ltd are exclusive of VAT and are exclusive of delivery charges, unless otherwise stated on your purchase order. Deliveries further away from Cape Town are an additional cost. The total cost of your order is the price of the products ordered and delivery charges as set out on your purchase order.

Product Descriptions:

We will take all reasonable care to ensure that all details, descriptions, and images of products appearing on the Site are correct at the time when the relevant information was entered onto the system; however, we do not warrant that the product descriptions, colours on the Site are accurate, complete, reliable, current, or error-free. Although we aim to keep the Site as up to date as possible, the information including product descriptions appearing on this Site at a particular time may change from time to time.

Purchase Related Policies:

We reserve the right, with or without notice, to cancel or reduce the quantity of any orders in our sole discretion. The Buyer has within 7 Days the option to cancel any order placed, however in the event the raw materials have been purchased by the Seller already, those costs will be deducted from any deposits received without recourse to the Seller as all raw materials purchased are done per Order and not kept in stock. All furniture manufactured by B Seated (pty) Ltd, is done so as per Clients specifications as we do not carry stock of any item, thus we do not accept any returns or refunds in part or whole. Clients have the option before delivery to inspect their Furniture on B Seated (pty) Ltd premises, be it manufactured or reupholstered. Once inspection is done the Client assumes all responsibilities and no claims will be entered into by B Seated (pty) Ltd after the fact. It is the Clients responsibility to make sure that all Specifications handed to B Seated (pty) Ltd are correct as B Seated (pty) Ltd will not be held liable in part or whole for any error in the manufacturing process in this regard. Furthermore, any costs incurred by B Seated (pty) Ltd in rectifying the mentioned, shall be for the account of the Client, paid up front and in full prior to rectification taking place.

Placing an Order and Order Acceptance:

You will be guided through the process of placing an order either telephonically or by way of an appointment at our factory. You will be offered the opportunity to review your proposed order and confirm or correct it prior to finally placing your order. You place your order request for goods from the email received from B Seated – sales@bseated.co.za - by returning the Purchase Order either signed or by means of a 50% Deposit prior to commencement of your order. Once you have placed your order, B Seated (pty) Ltd will send to you an email acknowledgement providing you with the details and value of your order, including an updated invoice reflecting your deposit. Our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. We may not accept your order if any raw materials needed for your order are not readily available through our supply chain, we are unable to obtain confirmation that your payment is reflecting in our bank account, we suspect fraudulent activity or violation of these Terms and Conditions or if we identify a product or pricing error. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone advising you of this. If you require any information regarding your order(s) please contact B Seated (pty) Ltd Furniture Manufacturing via email or telephonically.

Clients own Fabric:

From time to time clients want to specify their own fabric, please be advised that this is done at the Clients own risk and B Seated will not take responsibility for the quality of the fabric. Please be advised that it is the Clients responsibility to find out all the relevant information pertaining to the fabric / leather they intend purchasing and as much as B Seated will advise the Client, the end liability is still for that of the Client.

Reupholstery:

B Seated (pty) Ltd quotations for reupholstery, only covers new foam, fabric, webbing & labor, unless otherwise stated. However in the event we find upon stripping furniture that there are / is damage in any form to the frame, B Seated (pty) Ltd will not be held responsible / liable for such. We will inform the Client immediately with photographic proof followed by a quotation to repair. In the event the Client does not wish to proceed with repair / reupholstery work and would like their furniture returned, a fee will be levied to cover any costs incurred up to that point. Clients must also be advised that B Seated (pty) Ltd will not be responsible for reupholstering in the old fabric initially removed upon stripping due to the fact that more than likely it would have been damaged from stripping. If a Client requests B Seated (pty) Ltd collects all or part of the furniture contained within a Quotation, the Client accepts that that will be construed as an acceptance of the Quotation in its entirety, unless the Client reduces their objections, amendments, additions to writing and this will form a legally binding contract between both Parties. In the event a Client cannot settle the outstanding balance prior to Delivery, B Seated (pty) Ltd has the right to withhold furniture until such time as the mentioned has been paid, further to this, B Seated (pty) Ltd will store the mentioned for a maximum of 60 Days thereafter the Client will be informed that goods will be sold for defray expenses to cover costs incurred and any shortfall will be for that of the Clients account. Furthermore, B Seated will take every precaution and care when storing a Clients furniture, however B Seated cannot be held liable for any damage that may occur to said stored furniture.

Payment:

You may pay using any of the methods available to you, however as mentioned in the Placement of Order Section, no work shall commence until such time as payment is reflecting. You confirm that the credit or debit card that is being used is yours (not accepted at the Factory). All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses or does not, for any reason, authorise payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery. Furthermore, we DO NOT under any circumstances deliver goods WITHOUT balances owing being paid and reflecting. In the event the balance owing is removed from our Account for any reason what so ever, we hold all rights to the goods be it new or reupholstery work that has been undertaken and have the right via all legal channels available, to remove all goods with immediate effect and all costs incurred shall be for that of the Client including interest lost. This shall also apply to Clients who have Payment Terms with B Seated (pty) Ltd

Title to Goods:

You agree that we retain the legal ownership of the goods until full payment has been made by you and delivery has been made to you. Further to this, under no circumstances will delivery or collection of goods be advised if final payment is not reflecting in our bank account.

Risk of Loss:

Risk in the goods will pass to the Buyer upon delivery to the Buyer, or if the Buyer arranges their own collection, risk shall pass to that of the collecting party.

Delivery & Delivery Times:

Any delivery timescales quoted to "Buyer" are indicative only. Seller does not accept any liability whatsoever for delayed delivery and or damage caused by any third party, or ourselves. Please note the estimated manufacturing & delivery times within South Africa are 4 - 6 weeks, however it could be sooner / later dependent on stock availability of raw materials being used, prototyping furniture may take 6 - 8 weeks for development, 3rd Party deliveries in areas less accessible, strikes, public unrest, hijackings, theft, inclement weather any other occurrences beyond B Seated's control. International delivery upon request. Should any product be delivered to you and suffer from any defect or damage, you agree to notify us of such defect and/or damage within 24 hours of the time on which delivery of the said product/s took place, it is also for the Buyer to furnish the Seller with photographic evidence before opening in the event it displays signs of damaged packaging, and after, denoting alleged damage. Failure to report such defect and/or damage timelessly will result in us not accepting any liability whatsoever for such defect and/or damage. The seller warrants that the goods shall at the time of delivery be free from defects in workmanship and materials. The Buyer affording the Seller a reasonable opportunity to inspect the goods and, if so requested by the Seller, returning the allegedly defective goods to the Seller's factory, for inspection to take place there. Costs for return are for that of The Buyer and where applicable, The Buyer shall pay upfront, however in the event a factory fault is found, all costs paid by The Buyer shall be refunded within 7 working days.

Intellectual Property:

All content available on the Site, via email correspondence, or verbal, including, but not limited to, designs, text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the compilation thereof (collectively, the "Content") is the sole and exclusive property of B Seated (pty) Ltd Furniture Manufacturers, its affiliates, partners or licensors. Neither the Content, the Trademarks, nor any other portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without B Seated (pty) Ltd prior written consent, which it shall be entitled to withhold at its discretion.

Your Obligations and Responsibilities:

In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. If you default negligently or wilfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to B Seated (pty) Ltd, its affiliates, partners or licensors.

Your Account:

The Buyer warrant that the personal information which you are required to provide is true, accurate and current in all respects. The Buyer is responsible for ensuring that the personal information you provide to us is up to date. If the Buyers personal information changes then please notify us immediately. The Buyer is responsible for maintaining the confidentiality of your account and for taking all reasonable measures to prevent unauthorised access to your account. The Buyer agrees to accept responsibility for all activities that occur under your account. If the Buyer has reason to believe that your account has become known to somebody else, or is likely to be used in any way that is unauthorised by you, the Buyer should contact us immediately. The Buyer agrees not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. We

reserve the right to refuse service and/or terminate accounts without prior notice if the Buyer violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in B Seated (pty) Ltd best interests to do so.

Client Inappropriate Behaviour / Language:

There shall be zero tolerance for customer rudeness, impropriety, and abuse. No Employee and/or Director of B Seated Pty Ltd shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behavior. Furthermore, B Seated has sole discretion to terminate any contract and / or order between any business and / or person in this regard. We shall retain deposit/s or a portion thereof for any expenses we have incurred up and until the termination date be it for a call out fee, labour, raw materials, phone calls and any amounts due by us in the processing of an order/s.

Third Party Links:

The Seller is not responsible for the content of any off-Site pages or any other Sites linked to or from the Site. Links appearing on the Site are for convenience only and are not an endorsement by B Seated (pty) Ltd, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-Site pages or other Sites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Site pages or any other Sites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and Sites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Site pages and other Sites that you visit.

Representations and Warranties; Limitation of Liability

THE SITE IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY WHATSOEVER, UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-SITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY SITES; (f) ANY INACCURACIES, OMISSIONS OR MISLEADING, FALSE OR DECEPTIVE STATEMENT IN THE CONTENT; OR (g) EVENTS BEYOND OUR REASONABLE CONTROL. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. We warrant that all products ordered and delivered from our Factory will be free of any workmanship defects. Should any product suffer from defects in workmanship, notice must be given to us within 24 hours of date of delivery of the products and, in the event that such defects are indeed as a result of poor or defective workmanship, such defects will be repaired by us free of charge. This excludes responsibility for any defects that may result from the use of the Furniture, specifically relating to the fabric / leather or material used to cover said furniture. In the event there is a possible claim, this will be taken up with the relevant raw material supplier and their decision to replace or not is solely at their discretion as we do not manufacture fabric / leather. We cannot be held responsible for the wear and tear on the material as hair care products; animals, unnatural use, jumping, pool chemicals or chemicals in general may harm the fabric including sunlight.

Orders with / without site inspection:

In the event the Buyer orders without B Seated (pty) Ltd having inspected the premises beforehand (Site unseen) for any obstacles, narrow doorways, security gates, stairs or anything that could prevent or inhibit the smooth delivery of new furniture, the Buyer shall under no circumstances hold B Seated (pty) Ltd responsible, furthermore, the responsibility rests with the Buyer to inform B Seated of same prior to any Deposits being paid. Any costs born out of the use of any extra machinery to hoist furniture, shall be for that of the Buyer, as well as for the Buyer to arrange. Any damage arising from the mentioned shall not be the liability of B Seated (pty) Ltd, but that of the Buyer. In the event B Seated (pty) Ltd cannot complete any delivery due to circumstances not in their control on site, the Buyer can decide to have the furniture left for them to arrange delivery into premises or B Seated (pty) Ltd can take it back to their factory whereby the Buyer will be fully responsible for Collection / Delivery to their premises without cost or liability to B Seated (pty) Ltd whatsoever.

Terms and Conditions can change without prior notification, B Seated (pty) Ltd cannot and will not be held responsible for such changes if they conflict with another Entities Terms & Conditions. These T's & C's supersede any others received and are binding on all Clients dealing with B Seated (pty) Ltd.

Join our Family of Comfort



How to Order

Choose your Design, [Whatsapp](#) or [email](#) us the design you are interested in then we can discuss your requirements, we will email a quotation to you for approval, simple as that, no mess no fuss prices incl. VAT excl. Delivery

Can I get a better price?

At B Seated Furniture Manufacturers we want every Client to walk away as a happy Client. Therefore, our pricing is competitive for the quality that you are going to receive. Please also remember to compare Apples with Apples as the saying goes, because there are more lemons out there than one realises.

What customisation features are available?

We have several options available to our customers. You can customise the dimensions of your furniture to fit the space in your room, i.e., make your sofa longer than standard, and your seating deeper and comfier. We can add tufting and nail-heads, also provide different finishes, fabrics, leathers, steel legs & frames to timber legs, firmer foam too soft and plush. We also offer Different finishes dependent on the environment our Furniture is going to be utilised in, Residential, Corporate, Hospitality to Retail Store Public Seating.

Does customising cost me more money?

Customising is a little extra because of the additional materials we need to purchase. We will always arrive at a price that is within our Clients budget.

How was the furniture made?

All our frames are solid timber. All our furniture is made at our factory my hand. Our factory has over a hundred years of combined experience. All our finishes are non-toxic, and our products are industry certified. All frames are glued, screwed and biscuits or dowel sticks utilised for maximum strength.

Do you deliver, and how long will it take before I receive my furniture?

We do provide delivery services, and the cost is dependent on location and the size of your purchase. We call all our customers and arrange a delivery time which is convenient for them, as well as furnish them with our Courier Companies details to assist with whats best for them. We do tell all our customers that custom orders require a time frame of six to eight weeks, however our usual delivery time frames are between 4 - 6 weeks. If the order is going to take longer then the customer is notified immediately.

Why should I buy from you? Or what's in it for me as a customer?

We are a family business, and we like to make all our Clients feel as if they are part of our family. We welcome them with the best Customer Service. We provide the best quality at the right price. We ensure that every experience is a win-win situation. We will never skimp on our Raw Materials, which include our frame timber, foam densities, fabrics & leathers and you as our Client will always be welcome to pop in and see your actual master piece being manufactured. And lastly, you will be contacted each week at least once, to update you as to where we are in the process for peace of mind.

What's all this talk about foam, foam & foam?

There are various qualities of foam that gets used in the manufacturings process, from the arms to the back, sides and as we all know, the seat cushions. There is one BIG tell tail sign if you are getting **ACTUAL HIGH DENSITY FOAM** in your Sofa and not **APG All Purpose Grade Foam**, and the question to the answer is simple. Did you buy it at a Retail Store or not?

Always remember, Retailers only have to give you a 1 Year Warranty on all items bought from them, some even give you just 6 months because the Consumer Protection Act stipulates that thus Retailers only have to make sure their furniture lasts for that period of time. Now where we are concerned, we don't manufacture for Retail Stores EVER, we manufacture for the Group Store Divisions, Corporates, Hospitality and Residential and the reason for mentioning this is the fact that the average cycle of furniture here gets changed minimum every 5 years and upwards to 10 Years thus retail quality Foam will **NEVER LAST THIS LONG EVER!!!**

If you doubt this fact or a Salesman tells you otherwise, buy from a Retailer where essentially what you see is what you get and don't get, wait 1 to 6 months, call us.

What's all this talk about Leather this, Leather that?

There are various types of Leathers used in the Furniture Manufacturing Industry and each has its application dependent on where your Furniture is going to be used. Corporate, Hospitality and Group Stores have several thousand people a month walking through their Spaces compared to a few walking through your home spaces, so one does not need / require high traffic Leathers to be used in Residential Projects. Having said that, we at B Seated will NEVER use substandard or lesser quality Leathers under any circumstances in any of our Projects irrespective who our Client is.

Buy Cheap, Spend twice!!!!

What Warranty or Guarantees do you offer Clients?

We manufacture in two qualities, **which will always be explained to you upon our first discussion**, a 1 Year Warranty Quality and a 5 Year Warranty Quality. For the usual [Terms & Conditions Click](#) here.

Now the Nitty Gritty about Warranties and or Guarantees. You will constantly be told or read "Lifetime on Frames", let's be clear here, we will not live that long and quite frankly it is an old Selling Tactic for peace of mind thats bordering on cliché. We don't know what goes on in your home, your office, your hotel or retail shop, ok we do know because we have seen our furniture being used as trampolines by both kids and parents alike, but the fact is if you abuse your furniture it will not last, certainly not a lifetime, and we have been around long enough to know if it was us or you at fault. We 100% Guarantee our workmanship against Natural Wear & Tear but beyond that, beyond your lifetime and ours, NO.

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WARNING

- USE TAP WATER ONLY ON A SOFT DAMP NON-ABRASIVE MICROFIBER CLOTH FOR CLEANING SUPER LEATHER
- ONLY USE INCLUDED LEATHER NOURISHING CREAM SUPPLIED BY B SEATED



DO NOT BLEACH

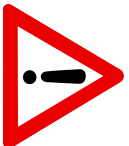
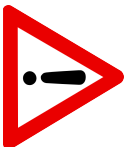
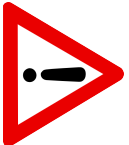
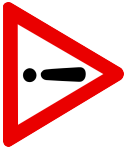
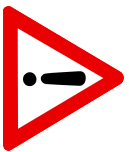


DO NOT IRON



DO NOT USE CORROSIVE LIQUIDS

PLEASE NOTE : IN THE EVENT THE INCORRECT CLEANING OR CARE PRODUCTS, ANY ACID BASED PRODUCTS, ANYTHING CORROSIVE, ARE USED ON ANY OF B SEATED FURNITURE WITHOUT THEIR PRIOR KNOWLEDGE OR WRITTEN CONSENT - ALL WARRANTIES / GUARANTEES WILL FALL AWAY WITH IMMEDIATE AFFECT AND BECOME NULL AND VOID WHEREBY NO CLAIMS WILL BE ENTERED INTO AND ANY COST REMEDIES ADVISED SHALL BE FOR THE FRANCHISEE / STORE OWNER ONLY



WARRANTIES - Terms and Conditions

All Fabric (Supplier Dependent & not B Seated) & Furniture (B Seated) products will be covered for a limited period from date-of-purchase against issues arising from manufacturing defects and faults, this is at the sole discretion of the Fabric Supplier and upon inspection by an Authorised Representative from mentioned Supplier. This cover is only available to the original owner and is not transferable. Cover is only applicable to products when purchased new from B Seated Furniture Manufacturers.

- 1. Furniture: 5 Years against manufacturing defects only
- 2. Fabric: Supplier Dependent / Discretion
- 3. Mechanism: 1 Year
- 4. Stitching: 1 Year

Please be aware of circumstances that are not covered by our warranty:

1. The warranty period has expired.
2. Damage caused by general wear and tear, wear against abrasive surfaces / substances.
3. Damage caused by UV (Sunlight or other natural phenomena), Fire, Bleach, Coloured Materials.
4. Rips, Burns, Tears and Damages due to accident, normal wear and tear, improper care, pulling furniture by the arms or Fabric, scraping Pedit Chair on a rough surface, mis-use, or the natural breakdown of colours, finishes and materials over time.
5. Damage caused by improper repair, adjustments or lack of maintenance.
6. Abrasive Chemicals such as acetone, handdyandy, generalised cleaning liquids (ONLY approved leather cleaners to be used as supplied by B Seated).
7. Degradation of fabric due to improper / non-cleaning of oil based substances used such as massage creams, skin hydrators and any substance where skin-to-fabric contact will occur, from the fabric surface.
8. Abnormal use of textile including cuts, spills, improper cleaning, or other misuse of product. (We as B Seated understand the application of the Pedit Chairs / Ottomans within the Sorbet environment, however improper care / negligence by a Citizen / Client / Guest would not fall under any implied Warranties).

