

Mask. Design

Lighting Engineering | Design | Supply

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GENERAL TERMS AND CONDITIONS OF SALE

Revision 03 – Issued publicly on 04 July 2025

1. PLACEMENT OF ORDERS

When placing orders, the Purchaser must provide **Mask Holdings Pty Ltd** with clear and written instructions and each order must be supported by an official order number or signed quotation **and** proof of deposit. An order will not be processed unless both have been received. Confirmation of deposit only is not considered confirmation of any order and will not initiate production or orders for any quote. We may impose a cancellation fee if the customer cancels the order. The cancellation fee will depend on the nature of the order, the length of notice of cancellation before finalization of the order and the amount of work already completed. No refunds will be allowed in respect of work that has already been completed and / or in respect of Special-Order goods already ordered or made unless if agreed by mutual consent. Quotation is valid from 7 days from date of quotation. Prices quoted are based on the quantities on quote. If any lesser or greater amount is ordered, then the price is subject to change. Please ensure sizes and technical details are correct and acceptable for your requirements. If the product is installed, affixed, or amended we will not accept a return of the product, unless defective. **Mask Holdings Pty Ltd** will charge a 20% handling fee if the return is accepted by management.

2. OWNERSHIP OF GOODS

All goods shall remain under the ownership of **Mask Holdings Pty Ltd** until all amounts have been paid in full.

3. RISK

Although all possible care is taken, there is a slight risk that the goods ordered may differ from the end-product due to the fact that many of our products are hand crafted. The customer hereby accepts such risk and acknowledges that it shall have no recourse against **Mask Holdings Pty Ltd** in the event that a product differs in its non-material design/function.

Risk in and to the goods shall pass to the Purchaser on delivery of the goods to the Purchaser or, where a transport company is involved, on delivery to such transport company.

Mask Holdings Pty Ltd shall not be liable for any delay or failure to perform its obligations if such delay or failure is caused by acts of God, war, strike, pandemic, extreme weather, power outages, or any other circumstances beyond its reasonable control.

4. PROOF OF DELIVERY

The client is responsible for the collection of the goods at the business' warehouse address unless otherwise agreed. We can arrange delivery at the client's cost depending on the area of delivery and the risk in the goods will be on the client as soon as the goods are placed on the delivery vehicle. The client must arrange their own insurance in this regard.

Any signature of the customer, it's contractors or any of its employees appearing on **Mask Holdings Pty Ltd.'s** delivery notes will constitute sufficient proof of delivery of the goods.

"Goods received in good order and condition" means the following: "I, the customer, have inspected the goods and acknowledge that the goods received are in good order and I am fully satisfied with the manner whereby the goods were delivered, and the packaging thereof if applicable. I fully agree that the goods satisfy the requirements of my order placed. I will not claim a refund or other recourse and I accept full responsibility should the goods be damaged due to misuse, abuse or negligence on my part. The consequences whereof I realize constitute a void warranty claim."

Should the customer discover a latent defect on delivery of the goods, the customer will immediately inform the supplier within 48hrs of receipt of goods. It remains within the discretion of Mask Holdings to issue the customer with a refund or to replace or repair the defective goods.

There shall be no refund, exchange, or repair of any goods if the customer has failed to follow the usage, storage and warning instructions as provided by **Mask Holdings Pty Ltd**.

5. TRANSPORTATION OF GOODS

Mask Holdings Pty Ltd does not undertake to transport goods by ship or by rail unless it specifically agrees to do so in writing, and once agreed **Mask Holdings Pty Ltd** undertakes to place the goods on ship or on rail, with all the risk in the goods passing to the Purchaser from thereon. This includes all or any carriers nominated by the Purchaser or its duly authorized agent. If the mode of transport has not been agreed upon, **Mask Holdings Pty Ltd** will recommend the mode of transport that is most convenient and/or cost effective. This recommendation will be sent to the client and **Mask Holdings Pty Ltd** will not proceed unless they have received a confirmation that the chosen mode and costs have been accepted by the client/customer.

6. PAYMENT

Terms of payment are as follows:

1. A 70% deposit will be required before we will commence with the customer's order, and the balance must clear in the **Mask Holdings Pty Ltd** bank account before the order will be dispatched. Electronic Proof of Payment (EFT receipt) may be accepted at the discretion of **Mask Holdings Pty Ltd**.

2. Where accounts are not settled within 30 days, calculated from date of invoice:

- a. the purchaser shall be liable for interest at the maximum legal rate until final payment; and
- b. no further orders will be accepted until the account is settled.

7. SHORTAGES AND DAMAGES

Shortages and goods damaged during transit must be reported to **Mask Holdings Pty Ltd** within 48 hours of receipt of the goods and delivery notes must be endorsed. Notification of shortages and/or damages must be made in writing to **Mask Holdings Pty Ltd**, irrespective of who is liable for the transport account or what mode of carrier was used. No claims except those under guarantee will be entertained after the expiry of the 48-hour period unless the goods were found to have been latently defective.

8. GUARANTEE

Mask Holdings Pty Ltd guarantees its manufactured products free of defective workmanship and defective materials, for a period of 6 months calculated from date of delivery. The purchaser acknowledges the risk involved in using the purchased product contrary to the instructions as provided by **Mask Holdings Pty Ltd**. The purchaser indemnifies **Mask Holdings Pty Ltd** against any claim for losses/damages that may be caused for any reason whatsoever to any person or property due to any act of any person, whether in the employ or in his / her representative capacity of **Mask Holdings Pty Ltd**.

9. WARRANTY

Mask Holdings Pty Ltd shall within six months after delivery of new goods, and in its sole discretion, repair or replace defective goods or refund the customer the price paid by the customer if it is not possible for the goods to be repaired or replaced. The aforesaid warranty is subject to the following:

- the goods supplied by **Mask Holdings Pty Ltd** have not been altered (including the opening and/or inspection of electrical parts) contrary to any instruction of the company after leaving the company's control.
- has not been exposed to abuse or exposed to any use other than what the product was manufactured for.
- the customer has followed the instructions (usage and warning instructions) as provided by the supplier for installation and use; and
- the goods have first been inspected by the manufacturer to evaluate/determine the reason of the products malfunction (before the customer will be entitled to its replacement, repair, or refund).

Any claim for defective goods must be submitted to the company in writing. **Mask Holdings Pty Ltd** will not be liable in terms of this warranty under circumstances where it is unreasonable to expect of **Mask Holdings Pty Ltd** to have discovered the unsafe product characteristic, failure, defect or hazard, having regard to its role in the marketing of the goods to the consumer and/or if such unsafe product characteristic, failure, defect or hazard did not exist in the goods at the time that it was supplied by them. No goods may be sent back without authorization. This warranty is provided in accordance with the Consumer Protection Act, 68 of 2008.

10. LIABILITY & COMPLIANCE

Mask Holdings Pty Ltd accepts no responsibility or liability for any failures resulting from installation by third parties, and/or installation not in accordance with manufacturer's instructions or standard good practice. **Mask Holdings Pty Ltd** will not be supervising any third-party installers during installation process. Time on site for either installation or consultation will be determined by the value of the order, in that a single site visit will be applicable per R50 000 excluding VAT, or part thereof, of the final order. A site visit is considered –

- up to 1 hour (60 minutes) per meeting. This time cannot be rolled over to other meetings/days.
- driving up to 30kms from the **Mask Holdings Pty Ltd** office. Meetings outside this radius will be billed as an additional disbursement, per visit. Rates will be calculated using the AA rates calculator. Additional road charges like toll fees will be charged separately.

Mask Holdings Pty Ltd is not responsible for issuing electrical Certificates of Compliance upon completion, unless the work was done by **Mask Holdings Pty Ltd** installer. COC's will be charged for as per quote on a project-to-project basis. No partial project work will be covered by a COC, the main contractor or electrical contractor will still maintain compliance responsibilities.

11. BREACH

In the event of the Purchaser breaching any one or all the terms and conditions of this contract, then **Mask Holdings Pty Ltd** may elect to sue for specific performance and claim damages or cancel the agreement after giving the purchaser seven (7) business days' notice to remedy the breach and after which notice the breach has not been rectified. The customer shall be liable for all costs incurred because of such breach on an attorney client scale, including collection commission.

12. NON-PREJUDICE

Any relaxation or indulgence or extension of time which **Mask Holdings Pty Ltd** may show or extend to the Purchaser shall in no way prejudice **Mask Holdings Pty Ltd.**'s rights under this agreement.

13. INSOLVENCY OF PURCHASER

In the event of the Purchaser being liquidated or sequestered, whether provisionally or finally, Mask Holdings shall have an automatic right to cancel this agreement and the directors, members, partners, or owners of the customer shall be personally liable for payment of all amounts owing to **Mask Holdings Pty Ltd** in respect of all goods ordered by and/or delivered to such Purchaser.

14. JURISDICTION

The Purchaser hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over his person, notwithstanding the amount of any claim or value of any goods or value of any right in respect of any dispute or actions arising out of the agreement or any non-payment in terms hereof.

15. LEGAL COSTS

The Purchaser shall be liable for all legal costs on an Attorney and client scale and collection commission in respect of legal fees incurred due to any breach by the Purchaser.

16. PHOTOGRAPHY

Mask Holdings Pty Ltd reserves the right to use any photos taken of the project during construction or after the completion for use in the company portfolio and social media or marketing. **Mask Holdings Pty Ltd** will refrain from indicating in any way or sharing any information pertaining to the client's identity or the address of the property for the sake of safety and security.

17. INTELLECTUAL PROPERTY

All designs, drawings, plans, renderings, schematics, technical specifications, and any other creative or technical work prepared by **Mask Holdings Pty Ltd** remain the exclusive intellectual property of **Mask Holdings Pty Ltd**. The Purchaser shall not reproduce, replicate, share, distribute, or in any way use any such intellectual property for purposes other than the execution of the project for which it was intended. Unauthorized use may result in legal action and damages.

18. CUSTOM LED STRIP LIGHTING – MEASUREMENTS AND SITE HANDLING

All LED strip lighting and associated profiles custom cut or fabricated to customer specifications are non-returnable and non-refundable unless proven to be defective by factory fault. **Mask Holdings Pty Ltd** will not be liable for errors in measurements supplied by the Purchaser or its contractors. Any damage caused to custom lighting products after delivery, including on-site damage, will be billed in full.

19. INSTALLATION TERMS AND CONDITIONS

Installations must take place in a clean and prepared space, free of obstruction. Delays caused by other contractors or unready sites may incur extra charges. Electrical connection and certification remain the client's responsibility. Changes to layout or fitting position on site may cause project delays and additional charges. Site work will be completed during standard working hours. A representative of the client must be present at handover, failing which the installation will be deemed complete. The company adheres to good practice in line with industry standards and manufacturer installation requirements. Damage to finishes, fittings, or other surfaces not related to Mask Holdings' products is not the company's responsibility.

20. CANCELLATION AFTER NO-FEE DESIGN QUOTE

Where **Mask Holdings Pty Ltd** has issued a quotation that included design services without an upfront fee, based on the understanding that an order would be placed, and the order is subsequently cancelled or the project terminated, full design fees as per the then current fee schedule shall become payable by the client.

The Purchaser acknowledges and agrees that design work holds value independent of a product order, and by accepting a no-fee quotation, they consent to these terms.

21. PRIVACY AND POPIA COMPLIANCE

Mask Holdings Pty Ltd is committed to protecting the privacy of its clients in accordance with the Protection of Personal Information Act, 4 of 2013 (“POPIA”). During the course of business, we may collect, process, store, and share personal information as required to fulfil orders, provide services, and communicate with the client. Requests for access to information must be submitted in writing to hello@mask-design.co.za or to our registered office.

22. LIGHTING ENGINEERING & DESIGN SERVICES

Lighting design services are offered by **Mask Holdings Pty Ltd** on a quote-by-quote basis, with the scope and inclusions to be defined in writing on each quotation or project proposal. No lighting design reports, files, simulations, or deliverables will be issued until full payment has cleared.

- a) Unless explicitly stated otherwise, lighting design typically includes:
 - Specification of recommended fittings (brand, model, technical data)
 - Placement and quantity of fittings
 - Basic schematic layout or notated visual reference (if applicable)
 - Photometric simulation using software such as Relux or Dialux, with corresponding lux-level reports
- b) Lighting design does not include, unless specifically quoted:
 - Full electrical layout drawings
 - Wiring schematics
 - Switching/control zone planning
 - Dimming strategy or automation logic
 - Emergency lighting strategy
 - Work that would typically fall within the scope of a registered electrical engineer, particularly for non-residential or commercial projects
- c) 3D Models for Complex Architecture:

For projects involving complex buildings with multiple levels, curved walls, or organic shapes (e.g., domes, atriums, or multi-tiered interiors), the client is required to provide a 3D model in a format compatible with our photometric software (e.g., .3ds, .dwg, .obj, or .ifc). Due to software limitations, **Mask Holdings Pty Ltd** does not guarantee accurate modelling of freeform, curved, or recessed geometries if a compliant 3D model is not supplied. Any time spent attempting to recreate such geometry from 2D plans or sketches may be billed additionally.

If the layout or specification changes upon installation, **Mask Holdings Pty Ltd** will not be liable for non-compliance of any lighting levels tested if the completed project is not as per the specified design and report.

23. GENERAL

The terms and conditions of this contract shall be binding on all future transactions entered between the parties.

I (name) hereby accept and agree to the Terms and Conditions as set out by **Mask Holdings Pty Ltd** on behalf of (company).

SIGNATURE

DATE