

## PRIVACY POLICY PAGE

Nano Frameless has a strong commitment The purposes for which Nano Frameless will use your personal information are as follows: To transact with you via SMS, WhatsApp, telephone, Facebook, postal address, website or email regarding reservations/bookings, to provide services/products to you; to inform you of new features, services, special offers and products (provided you have not declined to receiving such marketing material); to enable us to process, validate and verify reservations/bookings and requests for services or goods and for the purposes for which you specifically provided the information; to improve your experience on our website(if any). We will typically process the following information: Name(s), Surname, e-mail address, contact number(s), physical address.

Nano Frameless shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on Nano Frameless; (b) to protect and defend the rights or property of Nano Frameless, and (c) for the purposes of distributing same to various employees and/or third parties who assist Nano Frameless in providing services to you and thus need to know your personal information in order to render proper and efficient service to you. We will ensure that all such employees and/or third-party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and using “cookies.” “Cookies” are small text files a website can use to recognise repeat users, facilitate the user’s on-going access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on our website.

Whilst Nano Frameless is of intent to take reasonable measures to keep personal information about you confidential, it shall however not be liable for any loss or damage, howsoever arising, suffered because of the disclosure of such information.

### **Security Measures**

Nano Frameless will:

- Treat your personal information as strictly confidential;
- Take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- Promptly notify you if we become aware of any unauthorized use, disclosure or processing of your personal information;
- Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and

- Upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

You have the right at any time to:

- Rectify the Personal Information collected by us;
- Object to the processing of Personal Information (subject to legislation);
- Request the return or destruction of Personal Information (subject to legislation);
- Lodge a complaint with the company.

All enquiries must be addressed to the Officer Manager, who can be contacted via email at [view@nanoframeless.co.za](mailto:view@nanoframeless.co.za) or via [\(021\) 300 5066](tel:0213005066).

## TERMS AND CONDITIONS PAGE

### **Cancellation**

Nano Frameless requires a deposit of 80% to confirm the reservation for all installations. We may impose a cancellation fee in the event of cancellation before the date of installation. The fee will

depend on the nature of the reservation, the length of notice of cancellation before the reservation, the reasonable potential to find alternative clients for the systems, and the reason for cancellation. No refunds on deposits in the event of cancellation for already ordered/made Special-Order Goods. A Call out fee will be charged on all cancellations of appointments if we are already in the proximity of the client's premises.

### **Refund policy**

Please choose carefully Nano Frameless do not normally give refunds with regards to systems installed if you simply change your mind or make the wrong decision. You can choose between a refund, exchange, or repair, where the systems have been proven as defective within the warranty period or within 10 business days, the merchandise is wrongly described, different from the sample shown to you, or do not perform. If the systems are installed, affixed amended we will not accept a return of the systems unless defective. We may charge a handling fee if the return is accepted by management.

### **Delivery**

Notwithstanding anything to the contrary Nano Frameless' obligation to install systems shall in all cases be subject to the following:

Whilst delivery times are given in good faith and Nano Frameless will use every endeavour to comply therewith, no responsibility can be accepted for any loss or damage incurred by the Client on account of any delay in installation arising out of any circumstances beyond Nano Frameless' control, which circumstances will include, but in no way be limited to:

1. Any delays in the supply of systems and components by Nano Frameless' Suppliers which cannot be directly or indirectly attributed to them;
2. The Client/their employees' instructions with regard to the specifications of the systems to be installed is inaccurate. If the specifications supplied are incorrect/altered Nano Frameless reserves their right to change the amount quoted accordingly;
3. If the Client/employees doesn't provide Nano Frameless with the necessary access to their premises in order to determine the necessary specifications of the installation work;
4. Any delays due to adverse weather conditions;
5. If the balance of the purchase price payable on the date of reservation is not payable on the date of anticipated delivery.
6. Nano Frameless will communicate an unavoidable delay in the delivery.

### **Warranty**

Nano Frameless warrants its Clients that all systems to be installed shall be free from defects and subject to the following:

1. The warranty is effective for a period of three months. The date is determined from date of delivery and will the Client be entitled to either request a refund; replacement or repair of the material and components supplied if it is deemed to be defective within such period;
2. Nano Frameless shall not be liable or responsible in any way for any damages of whatsoever nature, including consequential and penal damages, caused by or due to any failure of operation or malfunction of the systems installed, unless such damages can be attributed to any circumstances reasonably within the control of Nano Frameless.
3. The warranty shall immediately be rendered null and void in the event of any of the following:
  - 3.1 Any alterations or modifications or addition made to the systems, without the prior consent of Nano Frameless;
  - 3.2 Failure to use the systems installed in accordance with the instructions and specifications of Nano Frameless;
  - 3.3 General misuse and abuse of the systems installed;
  - 3.4 Any damage caused by fire, flood, civil disturbance or act of God;
  - 3.5 The client not having its original Tax Invoice available to be supplied to Nano Frameless;
  - 3.6 The merchandise installed has not been inspected by Nano Frameless in order to evaluate/determine the reason for its malfunction, before the client requested its replacement, repair, or refund.

### **Indemnity**

The Client acknowledges the risk involved in the supply and installation of all systems by and hereby indemnify Nano Frameless against claims for harm/damage cause to him/his property due to reasons beyond the reasonable control or unintentional act of any person, whether or not in the employ of Nano Frameless. This will include loss or damage caused as a result of fire or theft, or any economic loss pertaining to the harm/damage caused.

### **Payment terms**

Nano Frameless reserves their right to suspend delivery of any orders in the event that payment for such orders is not made on time. In the circumstances where payment is outstanding for a period exceeding 30 days from the date of the statement, Nano Frameless will charge interest at a rate not exceeding 2% per month or as per the maximum rate determined by the National Credit Act from time to time on overdue payments.

All accounts older than 30 days will be handed over for collection and the Customer will be liable to pay all legal fees with regard to the collection of such outstanding amounts on a fee scale as determined by the court of law/tribunal where the collection matter will be adjudicated.

The Customer hereby agrees to the jurisdiction of the Magistrate Court of Cape Town in the event that any outstanding amount is handed over for collection, although such Magistrate Court may normally not have jurisdiction in the matter.

#### Frameless systems:

80% Deposit on acceptance and 20% on completion. Please take note that the payment terms listed on the quote do not apply to quotes valued below R30 000. All quotes valued below R30 000 are required to be paid in full.

#### Aluminium systems:

75% Deposit on acceptance, 20% when materials have been delivered, and 5% on completion. Please take note that the payment terms listed on the quote do not apply to quotes valued below R30 000. All quotes valued below R30 000 are required to be paid in full.

## **TERMS AND CONDITIONS OF REPAIR AND MAINTENANCE**

### **Pre-authorisation**

1. The Client will be supplied with an estimate for any repair or maintenance work. Approval will be required for the initial estimate and also for any additional repair or maintenance service unless the Client in writing agreed otherwise.
2. Any authorised additional work performed will not create a new agreement and will form part of the initial estimate and subject to all the terms and conditions.
3. Nano Frameless has the right to request a deposit in circumstances. The Client has the right to cancel the service at any time, unless the goods ordered are special-ordered goods. Specially ordered goods may not be cancelled and the full charge will be charged for goods already ordered. Nano Frameless may also charge a cancellation fee for the cancellation of other general goods or services. The fee will depend but not limited to the labour for the work carried out up to the time of the cancellation, a reassembling fee if required and the cost for all parts, accessories, and consumables installed.

4. Unless otherwise agreed, the repair and maintenance work shall be performed during normal working hours. If the Client requires after hour work, the Client will pre-authorise the additional fee thereto.
5. The Client has the right on completion of the service to examine the repair and maintenance service. Should the systems be damaged during my examination thereof as a result of my recklessness or deliberate behaviour, gross negligence, or criminal conduct, the Client will be liable for the payment of the authorised work and the cost for repair of the damage and indemnify Nano Frameless for any loss, damage or injury.
6. The risk of damage or loss to the system will remain the Client's risk after delivery of the goods and Nano Frameless will only be responsible for any loss, directly or indirectly because of the Service Provider's gross negligence.
7. The time and date of completion of the service is an estimate due to availability of parts, possible other additional pre-authorised work to be performed and Nano Frameless therefore does not warrant the exact dates and times.

## **Warranty**

1. Nano Frameless warrants every new or reconditioned part installed during any repair or maintenance work, and the labour required installing it, for a period of **three months** after the date of delivery or such longer period as the original manufacturer may specify in writing.
2. The warranty will be void if the Client has subject the part, or the goods or the property in which it was installed, to misuse and abuse and if the part or goods was worked on/opened by someone else other than the Service Provider.
3. The warranty will be void if the Client has failed to use repaired systems in accordance with the instructions and specifications of the Service Provider.
4. The warranty does not apply to ordinary wear and tear, having regard to the circumstances in which the goods are intended to ordinary be used.
5. The Client is entitled to receive the old/used parts in a clean container. The Client agrees to the old parts unless the parts are part of a warranty claim or it is against national legislation that requires disposal of the old/use part in a specific manner.

## Payment

1. The Client address (domicile) as on the quotation/job card will be the address where all documentation will be accepted by the Client.
2. Payment for authorised work shall be paid in South African currency and proof of the transaction will be an invoice issued by Nano Frameless displaying a VAT number.
3. The amount on the invoice will be the amount payable and easily determinable to Nano Frameless and such amount will be prima facie (on the face value) regarded as correct.
4. If any of the parties is in breach of this agreement, the innocent party will have the right to recover all legal costs and disbursements on an attorney and client scale.

## WARRANTY PAGE

Nano Frameless warrants its Clients that the systems to be installed shall be free from defects and subject to the following:

- The warranty is effective for a period of three months. The date is determined from date of delivery and will the Client be entitled to either request a refund; replacement or repair of the systems installed if it is deemed to be defective within such period;
- Nano Frameless shall not be liable or responsible in any way for any damages of whatsoever nature, including consequential and penal damages, caused by or due to any failure of operation or malfunction of the systems installed, unless such damages can be attributed to any circumstances reasonably within the control of Nano Frameless.
- The warranty shall immediately be rendered null and void in the event of any of the following:
  - Any alterations or modifications or addition made to the systems, without the prior consent of Nano Frameless;
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  - Any damage caused by fire, flood, civil disturbance or act of God;
  - The client not having its original Tax Invoice available to be supplied to Nano Frameless;
  - The merchandise installed has not been inspected by Nano Frameless in order to evaluate/determine the reason for its malfunction, before the client requested its replacement, repair, or refund.

