

TERMS OF USE

Please read these Terms and Conditions (T&Cs) of supply carefully before ordering. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You may print a copy of our T&Cs for future reference.

By clicking on the button marked "I Accept" at the end of our T&Cs or ticking the box and then click "Submit order" you confirm that you understand and agree to these T&Cs of Supply. Please understand that if you refuse to accept these T&Cs, you will not be able to order any Products from our site.

1. TERMS OF SUPPLY

1.1 These are the terms and conditions ("Terms of Supply") relevant to the Products we offer and supply. These Terms of Supply refer to the following additional terms which also apply to the offer and supply of the Products:

1.1.2 Our Terms of Use;

1.1.3 Our Privacy Policy;

1.2 The above terms and conditions and policies are hereby incorporated by reference and together are the agreement ("Agreement") between us and you in terms of the provision of Products and related services. If there is any conflict between the above terms and conditions/policy and this Terms of Supply the latter will prevail.

1.3 **Why you should read them:**

These Terms of Supply, tell you who we are, how we will provide Products to you, how either us or yourselves may amend or end the contract for the supply of Products, what to do if there is a problem with your order and other important information.

1.4 These Terms of Supply apply to Users who are consumers for purposes of the CPA.

1.5 **These Terms of Supply contain provisions that appear in similar text and style to this paragraph 5 and which:**

1.5.1 **may limit our risk or liability or the risk or liability of a third party; and/or**

1.5.2 **may create risk or liability for you (as a Consumer); and/or**

1.5.3 **may compel you to indemnify us or a third party; and/or**

1.5.4 **may serve as an acknowledgement, by you, of a fact.**

1.6 **Your attention is therefore drawn to these Terms of Supply in bold because they are important and should be carefully noted.**

2. INFORMATION AND CONTACT DETAILS

- 2.1 Who we are:** See our [Terms of Use](#).
- 2.2 How to contact us:** To contact us, please use the contact information as per our Contact -page.
- 2.3 How we may contact you:** If we have to contact you we will do so by telephone or by writing to you at the email address, postal address or other electronic communication facility address you provided to us in your Purchase Order.

3. HOW THE CONTRACT IS FORMED BETWEEN US

- 3.1 No electronic signature is required to conclude the contract between us; the mere sending of a Data Message or click on “I accept” or “Order Now” demonstrates your acknowledgement and agreement to these Terms of Supply and the Product specific T&C's (where applicable).
- 3.2 **Product specific T&C's:** Certain Products may have additional terms and conditions that will apply. The Product specific T&C's will be presented to you prior to submitting your offer and should be read with these Terms of Supply. Insofar as any term and condition in Product specific T&C's conflicts with these Terms of Supply in respect of:
- 3.2.1 the description of the Products (including, but not limited to, pricing, specifications, return policy, delivery policy), the Product specific T&C's shall prevail;
 - 3.2.2 any other matter, the Terms of Supply shall prevail.
- 3.3 **Product with pricing on our website:** our invitation to you to do business;
- 3.4 **The Offer:** your order constitutes an offer by you to purchase Products from us.
- 3.5 **Restrictions on Sales:** Our website and associate services are solely for the promotion of our Products in South Africa. Unfortunately, we do not accept orders online where the delivery address is outside South Africa. You may contact us via Email in order to make special arrangements.
- 3.6 **Cart:** Placing Products in the Cart without completing the Purchase Cycle does not constitute a valid order for such Products, and as such, Products may be removed from the Cart if it is no longer available or the price thereof might change without notice to you. **Kindly note that we, and any applicable third party, shall not be liable if such Products are not available or are not available at the particular price when you complete or attempt to complete the Purchase Cycle at a later stage.**
- 3.7 **Acceptance of your Purchase order:** Our acceptance of your Purchase Order will take place at our Premises on receipt of your payment and when we email you confirmation of our acceptance, at which point a contract will come into existence between you and us (“**Commencement Date**”).

- 3.8 If we cannot accept your order:** If we are unable to accept your order (even after receipt of your payment), we will inform you of this and will not charge you for the Product(s). This might be because the Product is out of stock, unexpected limits on our resources which we could not reasonably foresee or plan for, an error in the price or description of the Product or because we are unable to meet a delivery deadline or performance date you have specified.
- 3.9 Your Order Number:** We will assign an order number / reference number to your order on acceptance thereof. Please use the order number as a reference when enquiring on your order.
- 3.10 "Writing" includes emails:** When we use the words "**writing**" or "**written**" in these Terms of Supply, this will include Data Messages, including, but not limited to, emails. You acknowledge that all agreements, authorizations or requests via our website satisfy the "**writing**" requirement as per [section 12](#) of the ECT Act.

4. PRODUCTS & PRODUCT DESCRIPTION

- 4.1 Products may vary slightly from their pictures:** The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. The Product may therefore vary slightly from those in the images. Such variations shall not form part of the Contract or have any contractual force.
- 4.2 Product packaging may vary:** The packaging of the Products may vary from that shown on images on our website.
- 4.3 Stock Availability:** The stock of all Products presented on our website is limited. We will make all reasonable efforts to discontinue presenting the Product on our website or show "out of stock" as soon as stock is no longer available. However, should items still be presented on our website after the remaining stock is sold, we will only be liable to refund any monies paid by you where we are unable to fulfil your order at the indicated prices.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 Before submission of your order:** Prior to submission of your order you will be allowed to make changes to your selection of Products
- 5.2 After submission of the order:** If you wish to amend your order please Contact Us as soon as possible. We will confirm whether the change requested is possible. Should it be possible, we will let you know of any changes to the price of the Product, the time of supply and delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with such change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the Products - We may change the Products and specifications:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements.

6.2 More significant changes to the Products and these Terms of Supply (subsequent to delivery of the Products or the Commencement Date): As we informed you in the description of the Products on our Website, we may attend to make any changes to these Terms of Supply or the Products, but if we do so, we will notify you and you may then Get in Touch to end the contract and receive a full refund before the changes take effect.

7. DELIVERY OF PRODUCTS

7.1 Delivery costs:

7.1.1 The costs of delivery will be as displayed in the Cart as part of the Purchase Cycle before “proceed to check out”

7.1.2 The delivery costs may vary, depending on the delivery location in the RSA.

7.2 Delivery of the Products:

Unless otherwise stipulated in the Product specific T&Cs and subject to availability and receipt of payment, the following provisions will apply:

7.3 The Products will be delivered to you:

7.3.1 as per the estimate date as confirmed during the Purchase Cycle / in the Checkout;

7.3.2 as soon as reasonably possible (in the event of no estimate date); or

7.3.3 in any event within 30 (thirty) days after the day on which we accept your order.

7.4 All Products must be signed for on delivery by an adult person aged 18 (eighteen) years or older. If no person of that age is present at the address when the delivery is attempted, the Products will be retained by the courier, in which case notification of the attempted delivery will be given to you. The courier service will subsequently arrange a suitable date and time for delivery.

7.5 We are not liable for any delays in timeous delivery of your Products where such delays are caused by events outside our

control. If our supply of the Products is delayed by an event outside our control then we will contact you as soon as reasonably possible to let you know and we will take necessary steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel the Contract and receive a refund for any Products you have paid for but not received.

7.6 Collection by you: collection can be arranged from our store(s)

7.7 Delivery at the location you selected:

We shall have the courier deliver the Products at the location set out in your order or such other location as we may agree to in writing ("**Delivery Location**"), during business hours (08:00 – 17:00, excluding public holidays and weekends). It is your responsibility to ensure that the address as set out in your order is correct.

7.8 If you are not at home at time of delivery:

It is your responsibility to ensure that there is someone to take delivery of the Products at the Delivery Location. If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, the courier will leave you a note informing you of how to re-arrange delivery

7.9 If you do not re-arrange for delivery:

if, after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and paragraph 10.2 below will apply.

7.10 Your legal rights if we deliver late:

You shall have the following options if we deliver any Products at a location, date and time other as agreed to:

7.10.1 Accept the delivery or performance at the location, date and time; or

7.10.2 Require the delivery or performance at the agreed location, date and time, if that date and time has not yet passed; or

7.10.3 cancel the Contract without penalty by submitting your intention in writing to do so, within 7 (seven) days of such delivery.

7.11 Setting a new deadline for delivery:

If you do not wish to treat the Contract as at an end subsequent to the above 7 (seven) days written notice, or selected to accept the delivery or performance at the location, date and time, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.

7.12 Cancellation of the contract for late delivery:

Should you elect to treat the Contract as at an end as a result of the late delivery under paragraph 7.8 above, you can cancel your order for any of the Products or reject any Products that have been delivered by submitting your intention to do so in writing within 7 (seven) days of delivery of such Products. If you so wish, you may reject or cancel the order for some of the Products (but not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and their delivery. If the Products have been delivered to you, you must post them back to us. We will pay the costs of postage or collection. Please Get in Touch for a return or to arrange for collection.

7.13 Unable to supply Products ordered:

If we are unable to perform in terms of the Contract on the grounds that the Products ordered are unavailable, we will notify you of this fact and refund any payments within 30 (thirty) days after the date of such notification.

7.14 Acceptance of delivery:

By accepting delivery of the Products at the agreed Delivery Location (either by signing a delivery note or taking possession of the Products) we assume you had sufficient time to examine the Products delivered and that you are satisfied with the quality and quantity of said Products.

7.15 Transfer of Risk:

All risk in and to the Products shall transfer to you on the date of delivery of the Products to the address you gave us.

7.16 Transfer of Ownership:

You will own the Product once we receive payment in full.

7.17 What will happen if you do not give required information to us:

We may need certain information from you in order to supply the Products, for example, your physical address. If so, this will have been stated in the description of the Products on our Website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, **we may either cancel the Contract (and paragraph 10.2 below will apply) or make an additional charge of a reasonable amount to compensate us for any extra work that is required as a result. We will not accept any liability for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.**

7.18 Reasons we may suspend the supply of Products to you:

We may need to suspend the supply of a Product to:

- 7.18.1 **deal with technical problems or make minor technical changes to the Website;**
- 7.18.2 **update the Products to reflect changes in relevant laws and regulatory requirements; or**
- 7.18.3 **make changes to the Products requested by you or notified by us to you (see paragraph 6 above).**
- 7.18.4 **Your rights should we elect to suspend the supply of Products to you:**

We will contact you in advance if we elect to suspend the supply of any Products to you, unless the problem is urgent or an emergency. If we have to suspend the Products we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the Contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 (thirty) days and we will refund any sums you have paid in advance for the Products in respect of the period after you end the Contract.

7.19 Products delivered in error:

You must notify us in writing immediately of any Products delivered to you in error. Products shall not be seen as unsolicited Products if delivered in error and we have informed you of said error within 10 (ten) Business Days after delivery and collect same within 20 (twenty) Business Days after such notice or where the delivery is obviously made to you by mistake and you have not informed us of such error in delivery within 10 (ten) Business Days from receipt thereof.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your Contract with us: Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

- 8.1.1** If what you have bought is damaged or incorrectly described you may have a legal right to end the Contract (or to get the Product replaced or to get some or all of your money back), see paragraph 11 below.
- 8.1.2** If you want to end the Contract because of something we have done or have told you we are going to do, see paragraph 8.2 below.
- 8.1.3** If you changed your mind about the Product (see paragraph 8.3 below), you may be able to get a refund if you are within the cooling-off period (see paragraph 8.3 below), but this may be subject to **reasonable deductions and you will have to pay the costs of return of any of the Products.**

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), we wish to refer you to paragraph 5 below.

8.2 Cancellation of the contract because of something we have done or are going to do: If you are ending a contract for a reason set out in paragraph 8.2.1 to 8.2.5 below, the Contract will end within 7 (seven) days from receipt of your written notice and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the Product(s) or these Terms of Supply which you do not wish to agree to (see paragraph 8.1 above);

8.2.2 we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 (thirty) days; or

8.2.5 you have a legal right to end the Contract because of something we did wrong (including instances where delivery of the Products was late.

8.3 Exercising your right to change your mind (ECT Act):

For most Products bought online you have a legal right to change your mind within 7 (seven) days after the date of receipt of the Products ("**Cooling-off Period**"). The following will apply in terms of the Cooling-off Period:

8.3.1 The Cooling-off Period will not apply if any of the products are listed under section 42(2) of the ECT Act including, but not limited to, the supply for foodstuffs, beverages or other goods intended for everyday consumption supplied to the home, residence or workplace of the Consumer.

8.3.2 **You will have to notify us in writing that you have changed your mind and such notice must be received by us within the Cooling-off Period.**

8.3.3 **We may charge you the direct cost of returning the Products and/or the reasonable costs and expenses actually incurred by us between the Commencement Date and the date of receipt of your above notice.**

8.3.4 Where you have made payment to us already we will refund you the amount paid, minus any costs as stated under paragraph 3.3 above, within 30 (thirty) days from date of cancellation.

8.4 How long do I have to change my mind?

8.4.1 If you bought Products, you will have 7 (seven) days after the day you (or someone you nominate) receives the Products.

8.5 Ending the contract where we are not at fault and there is no right to change your mind:

If you do not have any other rights to end the Contract (see paragraph 8.1 above), you can still Get in Touch before it is completed and tell us you want to end it. If you do this the Contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a reasonable compensation as compensation for the net costs and expenses we will incur as a result of your ending of the Contract. Please take note that you will be responsible for the costs of return (see paragraph 9.3 below).

9. HOW TO END THE CONTRACT WITH US

9.1 Tell us you want to end the contract: To end the contract with us, please contact us by one of the following methods:

- **email:** Contact Customer Services on email at ulrike@ame-fashion.com . Please provide your name, home address, details of the order and, where available, your phone number and email address.
- **Online:** Complete Contact form our website

9.2 Returning Products after ending the Contract:

If you end the contract for any reason after Products have been dispatched to you or you have received them, you must return them to us immediately. You must post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please email us at ulrike@ame-fashion.com for a return or to arrange collection. If you are exercising your right to change your mind you must send off the Products within 14 (fourteen) days of telling us you wish to end the Contract. All unwanted and or incorrect items delivered to you must be returned along with its original labels still, in an unused condition. Return packaging must be marked with the original order number.

9.3 When we will pay the costs of return:

We will pay the costs of return:

- 9.3.1** if the Products are damaged (prior to delivery), spoiled or incorrectly described;
- 9.3.2** if you are ending the Contract because we have told you of an upcoming change to the Product or these Terms of Supply, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

in all other circumstances (including where you are exercising your right to change your mind) you must:

- 9.3.3** pay the costs of return;
- 9.3.4** return the Products in the original unopened packaging;
- 9.3.5** if opened: We may charge you for use of the Products during the time in your possession, unless they are Products that are ordinarily consumed, and no such consumption has occurred or any consumption of the Products, unless that consumption is limited to a reasonable amount necessary to determine whether the Products are acceptable to you;
- 9.3.6** we may charge you on all returns (excluding returns under paragraph 3.1 and 9.3.2 above) a reasonable amount for the use of the Products.

9.4 What we charge for collection:

If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5 How we will refund you:

We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 Deductions from refunds:

If you are exercising your right to change your mind:

- 9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.**
- 9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.** For example, if we offer delivery of a product within 3 - 5 Business Days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we

will only refund what you would have paid for the cheaper delivery option.

9.7 When your refund will be made:

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind:

- and we have not offered to collect the Products from you, your refund will be made within 14 days from the day on which we receive the Product(s) back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product(s) back to us; or
- in all other cases, your refund will be made within 14 days of you informing us that you have changed your mind.

10 OUR RIGHTS TO CANCEL THE CONTRACT

10.1 Termination of the Contract should you breach it:

We may end the contract for a Product at any time by writing to you if:

10.1.1 you fail to make any payment to us when due and payable and you still fail to make payment within 7 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products; or

10.1.3 you do not, within a reasonable time, allow us to deliver the Products to you

10.2 You are required to compensate us for any breach of the Contract. If we end the Contract in the situations set out in paragraph 1 above we will refund any monies you have paid in advance for Products we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breach.

10.3 We may withdraw the Product(s):

We may write to you to let you know that we are going to stop providing a Product (where you have not received the Product yet). We will let you know at least 10 days in advance of the suspended Products and will refund any sums you have paid in advance for such Products.

11 PROBLEMS WITH THE PRODUCTS

11.1 How to notify us of any problems relating to the Products:

If you have any questions or complaints about the Products, please Get in Touch first. You can contact Customer Services at ulrike@ame-fashion.com

11.2 Summary of your legal rights:

We are under a legal duty to supply Products that are in conformity with the Contract between you and ourselves. See the box below for a summary of your key legal rights in relation to the Products. Nothing in these Terms of Supply will affect your legal rights.

11.3 Summary of your key legal rights

This is a summary of your key legal rights. Kindly take note that these key legal rights are subject to certain exceptions. The CPA provides that goods must be as described, fit for purpose and of satisfactory quality (free of any defects) and useable and durable for a reasonable period of time, having regard to the use to which it may normally be put. During the expected life of your Product your legal rights entitle you to the following:

11.3 1 up to 6 months: you may return the Products to us under written notice, without penalty and at our risk and expense, if the Products fail to satisfy the standards presented. We may then, at your direction, either:

11.3.1.1 Replace the damaged, spoilt, unsafe or defective goods; or

11.3.1.2 Refund to you the price paid for the Products.

11.3.1.3 The above rights are subject to the following:

11.3.2 We are given a reasonable opportunity to inspect the Products;

11.3.3 You deliver the Products;

11.3.4 That subsequent to delivery of the Products, the Products were not altered or utilised (including stored) contrary to the instructions;

11.3.5 Fair wear and tear; and

11.3.6 Where any negligent- or wilful conduct by you or any third party resulted in the defect of the Products.

TAKE NOTE: The above rights shall not apply in terms of Products delivered under contract between you and the manufacturer or goods provider directly, in which case the manufacturer warranty (if any) or good provider's warranties will apply.

11.4 Your obligation to return rejected Products:

If you wish to exercise your legal rights to reject Products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at ulrike@ame-fashion.com to arrange collection.

12. PRICE AND PAYMENT

- 12.1 The price of Products:** The price of the Products will be the price as indicated on the order-pages when you place your order and confirmed in the Cart. We will use all reasonable efforts to ensure that the price of the Products advised to you is correct. However, there might be instances where this is not the case and we refer you to paragraph 3 below in these instances.
- 12.2 VAT:** All prices and/or costs quoted by us shall be inclusive of all applicable taxes and VAT Value Added Tax, which shall be shown clearly and separately to the agreed fees charged in terms of the Products (if applicable). Taxes or other charges, including, but not limited to, transfer fees, bank charges, local taxes and value added taxes in other jurisdictions shall not be deducted from the payments due to us but shall be paid in addition to the fees due to us. If the rate of VAT changes between your order date and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the pricing wrong?** There is always the possibility that, despite our best efforts, some of the Products we sell/make available may be incorrectly priced. We will normally check prices before accepting your Purchase Order so that, where the Product's correct price at the time of your Purchase Order is less than our stated price at the time of your Purchase Order, we will charge the lower amount. If the Product's correct price at the time of your Purchase Order is higher than the price stated, we will contact you for your instructions before we accept your Purchase Order. If we accept and process your Purchase Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any monies you have paid and require the return of any Products provided to you.
- 12.4 Unexpected price changes:** It is agreed that should there be a subsequent price increase on the Products where full payment is received only subsequent to the delivery of the Products, and such increases are beyond our control, including but not limited to, foreign exchange fluctuations, increased third party products or services, surcharges, taxes, rates or levies, delay caused by any of your instructions, regulatory changes, we shall be entitled to increase the affected Products charges accordingly, by the rand value of the

increase, but in proportion to the Products provided after written notification to you.

12.5 Time and method of payments: We accept payment in the following manner:

12.5.1 Electronic Fund Transfers:

12.5.1.1 details to be provided to you during the Purchase Order/Purchase Cycle payment process;

12.5.1.2 Purchase Orders will only be processed on receipt of cleared funds, this might take up to 24 hours and receipt of proof of payment from you.

12.5.2 Credit Card Payments:

12.5.2.1 Credit card transactions will be acquired for our benefit via Yoco (Pty) Ltd (“PayFast”) who is the approved payment gateway for all South African Acquiring Banks.

12.5.2.2 Yococo allows for payment with Visa and Mastercard credit cards.

12.5.2.3 Yoco is PCI-DSS Level 1 Compliant;

12.5.2.4 Yoco uses Extended Validation SSL (Secure Socket Layer) with 256-bit encryption and 3D Secure.

12.5.2.5 No credit card details are stored on our platform. Users may go to www.yoco.com to view their security certificate and security policy.

12.5.2.6 We will store your details separately from your credit card details which are entered by you or your Authorised User on Yocot’s secure website. For more detail on Yoco refer to www.yoco.com;

12.5.2.7 The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa. Therefore, the transaction currency is South African Rand (ZAR).

12.5.3 Credit Card Refunds

We will process the refund to your credit card as soon as we receive your returned shipment. Please allow for a period of 30 days for the refund to reflect. If you have

made payment by any other means we will transfer the refund by way of Electronic Funds Transfer.

12.6 What if my invoice is incorrect?

Should you believe that any part of your invoice is incorrect please Get in Touch promptly to let us know and we will not charge you interest until we have resolved the issue.

12.6.1 We may, in our sole discretion and notwithstanding any instructions by you, appropriate any payment received from or on your behalf to any of your indebtedness to us arising from any cause whatsoever.

12.6.2 Special Offers

12.6.2.1 We shall not be liable for the sale of Products at lower prices if such lower prices were increased and you could not, for any reason, conclude a Contract while such prices were at such lower price.

12.1.6.2.2 Should we supply the wrong Product to you or if the Product is in any way faulty or damaged, we will exchange the Product for the correct/non-faulty/undamaged one. However, if the Product is no longer being offered at the special discounted price, it will not be replaced and we will refund you with the purchase price and delivery costs.

12.2 Records of Transactions

You will be able to view or print a complete record of your transactions for a period of 12 months.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Limitation of Liability:

13.1 We have taken all reasonable steps to ensure that content shown on the Website is complete and accurate. We therefore take all reasonable steps to ensure that you don't suffer any loss or damage as a result of your use of the Website.

13.2 Unless otherwise determined by law, under no circumstances (including negligence) will we, our subsidiaries, affiliates, officers, directors, employees, agents, suppliers or any other party involved in creating, producing, transmitting or distributing our Website or related services be liable for any indirect, incidental, special or consequential damages arising from or in connection with the use or inability to use the Website or any content provided

by or through the Website, or resulting from any unauthorised access to or alteration of your transmissions or data, or other information sent or received, including but not limited to, damages for loss of profits, data or other intangibles, even if we have been advised of the possibility of such damages.

13.3 Our liability to you in connection with any order will not exceed the total price charged for the Products and the delivery costs.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use your Personal Information in accordance with our [Privacy Policy](#).

15 FORCE MAJEURE

We will not be liable for any default or delay in the performance of our obligations under these Terms of Supply if, and to the extent that, such default or delay is caused by any act of God, war or civil disturbance, court order, Covid Lockdown Regulations or any other circumstance beyond our reasonable control including fluctuations in communications or utility services ("**Circumstances of Force Majeure**") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by us through the use of alternative sources, work around plans or other means.

16 OTHER IMPORTANT ITEMS

16.1 **We may transfer this Agreement to someone else:** We may transfer our rights and obligations under these Terms of Supply to another entity.

16.2 **You need our consent to transfer your rights to someone else (except our guarantee which you can always transfer):** You may only transfer your rights or your obligations under these Terms of Supply to another person if we agree to this in writing.

16.3 **Nobody else has any rights under this contract:** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 **If a court finds part of this Contract illegal, the rest will remain in force:** Each of the paragraphs of these Terms of Supply operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if we delay in enforcing this Contract, we can still enforce it later:** If we do not insist immediately that you do anything you are required to do under these Terms of Supply, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us

taking steps against you at a later date. For example, if you miss a payment and we do not demand payment immediately but we continue to provide the Products, we can still require you to make the payment at a later date.

- 16.6 **Which laws apply to this contract and where you may bring legal proceedings:** These terms are governed and construed by the laws of the Republic of South Africa. The Parties hereby consent in terms of section 45 of the Magistrate's Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such Act) to the jurisdiction of any Magistrate's Court in the Eastern Cape (Port Elizabeth) or WesternCape (Cape Town) for the purpose of any proceedings in terms of or incidental to these Terms of Supply, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction; provided that either Party shall, at its option, have the right to institute proceedings in the Eastern Cape High Court (Port Elizabeth) or Western Cape High Court (Cape Town).

17 DEFINITIONS

- 17.1 **Authorised User** means a User, other than yourself, authorised by you to enter and submit your information, including Personal Information, on your behalf;
- 17.2 **Business Day** means any day other than a Saturday, Sunday or an official public holiday within the Republic of South Africa;
- 17.3 **Cart** means an electronic tool where you may place one or more Products (which will stay there for a predetermined time) which Products will eventually make up your Purchase Order;
- 17.4 **Consumer** shall have the same meaning attributed to it in terms of the CPA;
- 17.5 **CPA** means the Consumer Protection Act, Act 68 of 2008;
- 17.6 **Data Messages** shall have the same meaning attributed to it in terms of the ECT Act;
- 17.7 **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002;
- 17.8 **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 17.9 **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013;
- 17.10 **Premises** means the locations where our physical shops are situated from time to time;
- 17.11 **Products** means the products available for purchase on our website, including, without limitation, travel bags, premium coffee, mugs, cups and all ancillary products;
- 17.12 **Purchase Cycle** means the process by which Products are selected from the website by you, added to the Cart by you, processed and paid for by you;
- 17.13 **Our website** means the software program/information technology platform made available by us to you in order for you to purchase the Products from the convenience of your home;

- 17.14 **Users** mean users of our website (including you);
- 17.15 **VAT** means value added tax in terms of the Value Added Tax Act, Act 89 of 1981, as amended; and