

Online Samples: Terms & Conditions.

1. INTRODUCTION

- 1.1 This website can be accessed at <https://belgotex.co.za> & <https://Belgotex.myshopify.com>, ('the website') and has been made available by Belgotex Floorcoverings (Pty) Ltd (Registration Number 1982/004864/07), a company duly incorporated and registered in terms of the Laws of the Republic of South Africa, and which trades as Belgotex Floorcoverings (Pty) Ltd ('the Company', 'we' or 'us') from 20 Chesterfield Road, Willowton, Pietermaritzburg, Kwazulu-Natal.
- 1.2 This Website enables you to shop online for a range of various product samples ('goods').
- 1.3 These Website Terms and Conditions govern the ordering, sale and delivery of goods and the use of the Website.
- 1.4 These terms and conditions are binding and enforceable against every person that accesses or uses this Website ('you', 'your', or 'user'). By using the Website, you acknowledge that you have read and agree to be bound by these terms and conditions.

2. APPLICATION OF THE CONSUMER PROTECTION ACT

- 2.1 These terms and conditions apply to users who are consumers for the purposes of the Consumer Protection Act 68 of 2008 ('the Act').
- 2.2 It is your responsibility to contact the Company if there are any provisions in these terms and conditions that you do not understand. It is your sole responsibility to seek clarification and certainty from the Company on the provisions which you do not understand before you accept these terms and conditions or continue using the Website.
- 2.3 Nothing in these terms and conditions is intended or must be understood to restrict, limit or avoid any right or obligation created for you or the Company in terms of the Act.
- 2.4 The Company permits the use of this Website subject to the terms and conditions. By using this Website and its services in any way, you shall be deemed to have accepted all the terms and conditions. You should not use the website if you do not agree with these terms and conditions.

3. USE OF THE WEBSITE

- 3.1 By using this Website you warrant that you are eighteen (18) years of age or older and have full legal capacity to enter into any agreement and / or contract. If you are below the age of 18 years or if you are not legally permitted to enter into a binding agreement, then you are only permitted to use the Website under the supervision of your parent or legal guardian. If your parent or legal guardian provides you with their legally required supervision and gives you his / her consent, then such person agrees to be bound by these terms and conditions and agrees to be held responsible and liable for you and all your obligations under these terms and conditions.
- 3.2 You agree that you will not, in any way, use any device, software or other instrument to interfere or attempt to interfere with the proper usage of the Website. You agree that you will not, in any way, use any robot, spider or other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein without the prior written consent from an authorised Company representative. Such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to access and use this Website.
- 3.3 You may not use this Website to distribute material which is defamatory, offensive, contains or amounts to hate speech, or is otherwise unlawful.
- 3.4 You may not, in any way, display, publish, copy, print, post or otherwise use the Website and / or the information contained in the Website without the express prior written consent of an authorised Company representative.
- 3.5 The company reserves the right to decline a request for a sample box through a Partner if we suspect mis-use of this service facility.

4. DISCLAIMER

- 4.1 The use of the Website is entirely at your own risk and you assume full responsibility for any loss or risk resulting from the use of the Website or reliance on any information on the Website.
- 4.2 Whilst the Company takes reasonable measures to ensure that the content of the Website is accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
- 4.3 The Company disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and / or any content therein unless otherwise provided by law.

- 4.4 Although goods sold from the Website may, under certain specifically defined circumstances be under warranty, the Website itself and all the information provided on the Website, is provided 'as is' and without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchant-ability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 4.5 Any views or statements made or expressed on the Website are not necessarily the views of the Company, its directors, employees and / or agents.
- 4.6 In addition to the disclaimers contained elsewhere in these terms and conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner on the operation, stability, security functionality or content of your computer system, computer network, hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner on the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives. The Company thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

5. OWNERSHIP AND COPYRIGHT

- 5.1 The contents of the Website, including any material, information, software, icons, text, graphics, layouts, images, sound-clips, advertisements, video-clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in this Website ('website content') are protected by law, including but not limited to copyright and trade mark law. The website content is the property of the Company, its advertisers and / or sponsors and / or is licensed to the Company.
- 5.2 You will not acquire any right, title or interest in or to the Website or to the website content.

- Any use, distribution or reproduction of the website content is prohibited unless expressly authorised in terms of these terms and conditions or otherwise provided for in law.
- 5.3

- Where any of the website content has been licensed to the Company or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 5.4

6. TERMS AND CONDITIONS OF SALE

- 6.1 Website users may place orders for goods subject to availability.
- 6.2 The prices displayed on the Website are quoted in South African Rand inclusive of Value Added Tax ('VAT'), which is valid and effective only in relation to supply in South Africa.
- 6.3 You agree that you will pay for the total amount of goods purchased on the date of the sale.
- 6.4 Products and prices displayed on this Website may vary from time to time.
- 6.5 The range, design, description, colour, texture and composition of fibres may vary from that of the products displayed in store or on the Website.
- 6.6 The colours of the products that appear from the Website may differ from the colour of the actual product due to the potential colour differences among computer monitors and operating systems. The Company cannot guarantee that the colour you see on your screen is a true indication of the actual colour of the product. Swatch colours represented on the website may differ from the actual product. It is recommended that you visit one of our showrooms in order to get a true indication of the colour. The Company shall not be held responsible for any colour variances viewed from your computer and as appearing on our website.

7. PAYMENT

- 7.1 The Company is committed to providing secure online payment facilities. All transactions are encrypted using appropriated encryption technology.
- 7.2 Payment for goods can be made via PayFast:
 - 7.2.1 Credit & Cheque Card;
 - 7.2.2 Instant EFT;
 - 7.2.3 Masterpass;
 - 7.2.4 SnapScan.

- 7.3 These payments may require additional information from you to enable us to authorise and / or verify the validity of your payment. In these circumstances we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive the requisite authorisation, your purchase of the goods will be cancelled. You warrant that you are fully authorised to use the payment service option supplied for purposes of paying for the goods. You also warrant that your payment service option has sufficient funds available to cover all the costs incurred as a result of the services used on the Website.
- 7.4 Purchase orders will be confirmed with you upon proof of receipt of payment.
- 7.5 The invoice must be retained as proof of purchase and payment.

8. AGREEMENT OF SALE

- 8.1 An agreement of sale between you and the Company will come into effect upon completion of an online order on the Website, and payment or payment authorisation being received by the Company, to the satisfaction of the Company.
- 8.2 You acknowledge that stock of all goods on offer is limited. When goods are no longer available the Company will notify you and you will be entitled to a refund of the amount paid by you for such goods. Whilst the Company will take all reasonable efforts to monitor stock levels, we cannot guarantee the availability of stock and we will only be liable for delivery of the goods when available. Should the goods no longer be available, you shall be entitled to either be credited or refunded for any payments already made by you.

DELIVERY OF GOODS

- 9.** You agree that payment of the full purchase price and delivery charges, if applicable, are required by the Company before the goods will be delivered to or collected by you.
- 9.1 Reasonable endeavours will be made to deliver the product on the arranged date and time. Circumstances that are unforeseen or beyond the Company's control may however result in changes to the agreed delivery date and time. The Company will inform you telephonically and / or via email of the altered date and time and alternative arrangements will be made.
- 9.2 You are required to inspect the goods on delivery. You, as the purchaser of the goods, or the person taking delivery on your behalf, will be required to sign a proof of delivery ('POD'). Unless indicated otherwise in the POD, it is accepted that the product has been delivered and received in good condition and, where appropriate, in accordance with your specifications.
- 9.3

- 9.4 You will be charged for any additional delivery costs due to failed deliveries, access problems and / or failure to adhere to the appointed time for the delivery.
- 9.5 The Company shall not be held liable for any items claimed to be missing following a delivery.
- 9.6 We try our best to get your product samples to you within 5 to 10 working days, however as the transport is provided by an independent supplier, the exact time of delivery is not in the Company's direct control. We will however provide you with a tracking number and a delivery date on which delivery of the product samples can be anticipated.

10. ERRORS

The Company shall take all reasonable efforts to accurately reflect the goods, purchase price and delivery charges on the Website. However, should there be any errors which are reflected on the Website, we shall not be held liable to rectify a transaction based on any error, apart from refunding any monies paid by you to the Company.

11. CANCELLATION

11.1 In terms of section 44 of the Electronic Communications and Transactions Act 25 of 2002 ('ECTA'), you are entitled to cancel your order for the goods without reason within seven (7) days of receipt of the goods without penalty. In such an event –

- 11.1.1 You will receive a full refund of the purchase price within thirty (30) days of the date of the cancellation of your order;
- 11.1.2 You undertake not to utilise the goods;
- 11.1.3 Your agreement of purchase will be deemed to have been cancelled;
- 11.1.4 You will be liable in terms of section 44(2) of ECTA for the direct costs of returning the goods, such as the costs incurred by our courier service for collecting the goods.

12. REFUND POLICY

12.1 Subject to the provisions of clause 13 above, goods may be returned only in the following circumstances:

- 12.1.1 When the goods are defective or damaged and therefore repair or exchange is not possible.

12.1.2 If the goods supplied by the Company are not the same goods that were ordered.

12.1.3 If any defect in the goods is discovered within a period of seven (7) days after delivery, this must be reported to the Company as soon as reasonably possible after the goods have been delivered to you. Thereafter, the goods must be returned to us within a period of 7 days after delivery. If the goods are not the same as what was ordered, this must be reported within twenty-four (24) hours after delivery. Any damage must also be reported within 24 hours of delivery.

12.2 If the goods have been approved by us in accordance with the provisions of clause 14.1, we will notify you and arrange for our couriers to collect the item from you;

12.3 You are required to present the original invoice as proof of purchase for all exchanges or returns. The Company will not accept any exchanges, returns or refunds without the original invoice.

12.4 If you are returning goods, it is agreed that you will package it carefully so that it does not become damaged en route. You are required to include the Returns Request Number and a copy of your original invoice with any return.

12.5 You acknowledge that exchanges are subject to product availability at the time of the request for exchange.

12.6 The Company will check the condition of products presented for exchange or returned in order to establish if the products were deemed to be purchased and / or delivered in good condition, as checked and signed by you at the time of the purchase and / or delivery.

You agree that physically altered or partially disassembled goods may not be returned.

12.7

Once the product has been received and checked by the Company, your banking details

12.8 will be verified in order to issue a credit note.

ELECTRONIC COMMUNICATIONS

13.

When you visit the Website or send emails to the Company, you consent to receiving electronic communications from the Company.

FORCE MAJEURE

14.

A force majeure event is any event beyond the reasonable control of the Company.

14.1

- 14.2 If the Company is prevented or restricted from carrying out all or any of its obligations under these terms and conditions of sale by reason of any force majeure event, the Company shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and / or failure in the performance of its obligations during such period.
- 14.3 If the force majeure event continues for a period longer than fourteen (14) days, the Company may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to you.

15. THIRD PARTY WEBSITES

- 15.1 This Website may contain links or references to other websites ('third party websites') outside of the Company's control, including those of advertisers. These terms and conditions do not apply to those third party websites and the Company is not responsible for the practices and / or privacy policies of those third party websites or the 'cookies' that those sites may use.
- 15.2 Notwithstanding the fact that the Website may refer to or provide links to third party websites, your use of such third party websites is entirely at your own risk. The Company is not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such third party websites or your reliance on any information contained thereon.

16. PRIVACY POLICY

- 16.1 Should you decide to register as a user on the Website, the Company may require you to provide us with personal information which includes but is not limited to –
- 16.1.1 Your name and surname.
 - 16.1.2 Your e-mail address.
 - 16.1.3 Your physical address.
 - 16.1.4 Your cellular number.
 - 16.1.5 Your date of birth.

- 16.2 Should your personal information change at any stage, you agree to inform and provide the Company with any updates and changes in respect of the information within a reasonable time to enable the Company to attend to the necessary updates.
- 16.3 This Website makes use of 'cookies' to automatically collect information and data through the standard operation of the internet servers. 'Cookies' are small text files that a website can use (and which the Company may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow the Website to track usage behaviour and compile aggregate data that will allow the Website operator to improve the functionality of the Website and its content. The type of information collected by 'cookies' is not used to personally identify you. If you do not want information collected through the use of 'cookies', there is a simple procedure in most browsers that allows you to disable the 'cookie' feature. Please note that 'cookies' may be necessary to provide you with certain features available on the Website. Therefore, if you disable the 'cookies' on your browser you may not be able to use those features which may result in your access to the Website being limited. If you do accept a 'cookie', you consent to the Company's use of any personal information collected by us using that 'cookie'.
- 16.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information. You agree that you will not impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 16.5 The purposes for which we will use your personal information are as follows:
- 16.5.1 In relation to the sale and delivery of goods.
 - 16.5.2 To contact you regarding current or new products or services (provided you have consented to receiving such marketing material).
 - 16.5.3 To inform you of new features, special offers and promotional competitions (provided you have consented to receiving such marketing material).
- 16.6 The Company will not use your personal information for any purpose, other than the reasons stated above, without your express consent. The Company will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is –
- 16.6.1 required in order to comply with applicable law, an order of court or legal process served on the Company;
 - 16.6.2 necessary to protect and defend the rights or property of the Company.

16.7 The Company will be entitled to disclose your personal information to those of our employees and / or third party service providers who assist us in interacting with you via our Website or e-mail for the sale of goods or when delivering goods to you, and are therefore required to know your personal information in order to assist the Company in effectively and efficiently communicating with you. We will ensure that all those employees and / or third party service providers who have access to your personal information, are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

16.8 We undertake to do the following:

16.8.1 Treat your personal information as strictly confidential.

16.8.2 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.

16.8.3 Provide you with access to your personal information to view and / or update personal details.

16.8.4 Promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information.

16.8.5 Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request;

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

16.9 The Company 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.

16.1 The Company undertakes never to sell or make your personal information available to any third party unless we are compelled by law to do so. In the event of a fraudulent online payment, the Company reserves the right to disclose relevant personal information for any criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of the Company.

- 16.1 If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than the Company, the Company shall not be held liable for any loss or damage suffered by you as a result of the disclosure of such information to the third party. This is because the Company does not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

LIMITATION OF LIABILITY

17. The Company will not be held liable for any inaccurate information published on the Website and / or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of the Company, its employees and / or authorised representatives / agents.
- 17.2 The Company shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website or the content contained in the Website, or your inability to use the Website, and / or unlawful activity on the Website and / or any linked third party website.
- 17.3 You hereby indemnify the Company against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the Website and / or any linked third party website.

CHANGES TO THESE TERMS AND CONDITIONS

18. The Company may, in its sole discretion, change the terms and conditions or any part thereof at any time. The Company will notify you of any changes to the terms and conditions via e-mail and / or display the changes on the Website. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after the updated or amended terms and conditions have been displayed on the Website, you will be deemed to have accepted such updates and / or amendments.

AVAILABILITY

19. The Company will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods and reserves the right to discontinue providing access to the Website or any part thereof with or without notice to you.

20. TERMINATION

If you fail to comply with your obligations under these terms and conditions, including any incident involving payment of the price of an order for any goods, and fail to remedy such default within seven (7) days of notice to you by the Company, the Company may exercise its discretion and elect to suspend your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

21. GOVERNING LAW AND JURISDICTION

21.1 These terms and conditions and our relationship and / or any dispute arising from or in connection with these terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website constitutes your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, actions, applications or the like instituted by either party against the other arising from any of these terms and conditions.

21.2 In the event of any dispute arising between you and the Company, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa KwaZulu-Natal Division, Pietermaritzburg, notwithstanding that the quantum in the action or application may otherwise fall below the monetary jurisdiction of that court.

21.3 Nothing in clause 23 or these terms and conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the Act.

22. NOTICES

22.1 The Company selects 20 Chesterfield Road, Willowton, Pietermaritzburg, KwaZulu-Natal as its address for the service of all formal notices and legal processes in connection with these terms and conditions of sale ('nominated address'). You hereby select the address specified on the goods order form as your nominated address.

22.2 Either party may change its nominated address to any other physical address provided that they give the other party seven (7) days written notice.

22.3 Notices can either be sent by hand, prepaid registered post, or e-mail and must be in English. All notices sent –

22.3.1 By hand will be deemed to have been received on the date of delivery.

22.3.2 By prepaid registered post will be deemed to have been received ten (10) days after the date of posting.

22.3.3 By e-mail will be deemed to have been on the date indicated in the 'Read Receipt' notification.

23. GENERAL

23.1 The Company may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to the Website or any of its contents subject to us processing any orders already made by you.

You may not cede, assign or transfer your rights and obligations in terms of these terms
23.2 and conditions to any third party.

Any failure on yours or the Company's part to enforce any right in terms of the terms and
23.3 conditions shall not constitute a waiver of that right.

If any term or condition contained in these terms and conditions is declared invalid, the
23.4 remaining terms and conditions will continue to remain in full force and effect.

No variation, addition, deletion or agreed cancellation of the terms and conditions will be of
23.5 any force or effect unless it has been reduced to writing and is accepted by or on behalf of the parties hereto.

No indulgence, extension of time, relation or latitude which any party ('the grantor') may
23.6 allow or show to the other ('the grantee') shall constitute a waiver by the grantor of any of the grantor's rights. The grantor shall not be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

These terms and conditions contain the whole agreement between you and the Company
23.7 and no other warranty or undertaking is valid unless it is contained in this document.