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**Changes to these Terms and Conditions**

The Supplier reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

**Termination**

The Supplier may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that The Supplier will not be liable to you in the event that it chooses to suspend, modify or terminate this website or your use of this website.

**Governing Law**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

**ONLINE SALES**

Information to be provided on your website – In terms of Section 43 of the Electronic Communications and Transactions Act A supplier offering goods or services for sale, hire or for exchange by way of electronic transaction must disclose the following information to consumers on the website:

* Its full name and legal status;
* Its physical address and telephone number;
* Its website address and e-mail address;
* Membership of anu self regulatory or accreditation bodies to which that supplier belongs or subscribes and the contact details of that body;
* Any code of conduct to which that supplier subscribes and how that code of conduct may be accessed electronically by consumer;
* In the case of legal person, its registration number, the names of its office bearers and its place of registration;
* The physical address where that supplier will receive legal service documents;
* A sufficient description of the main characteristics of the goods or services offered by that supplier to enable a consumer to make an informed decision on the proposed electronic transaction;
* The full price of the goods or services, including transport costs, taxes, and any other fees or costs;
* The manner of payment;
* Any terms of agreement, including any guarantees, that will apply to the transaction and how those terms may be advised, stored and reproduced electronically by consumers;
* The time within which the goods will be dispatched or delivered or within which the services will be rendered;
* The manner and period within which consumers can access and maintain a full record of the transaction;
* The return, exchange and refund policy of that supplier;
* Any alternative dispute resolution code to which that supplier subscribes and how the wording of that code may be accessed electronically by the consumer;
* The security procedures and privacy policy of that supplier in respect of payment, payment information and personal information;

**The supplier must provide a consumer with an opportunity –**

* **To review the entire electronic transaction;**
* **To correct any mistakes, and;**
* **To withdraw from the transaction, before finally placing any order.**

If a supplier fails to comply with the aforesaid provisions, the consumer may cancel the transaction within 14 days after receiving the goods and services.

If a transaction is cancelled by a consumer within 14 days after receiving the goods or services:

The consumer must return the performance of the supplier or, where applicable, cease using the services performed; and the supplier must refund all payments made by consumer minus the direct cost of returning goods.

The supplier must utilize a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned. The supplier is liable for any damage suffered by a consumer should the supplier fail to utilize a payment system that is sufficiently secure.

**Terms and conditions for online sales-**

**Delivery Policy**

The Supplier delivers for a delivery fee determined based on the are the consumer resides.

During the purchase process, The Supplier will determine your delivery options based on your delivery address. Delivery will take place within 5-7 working days.

**Late Delivery**

The Electronic Communications and Transactions Act 25 of 2002 (“ECT Act”) entitles you to cancel your purchase within 7 days’ notice if the products you have purchased are not be delivered within the agreed delivery period as specified in the The Supplier terms and conditions. The product(s) in question must be returned to the Supplier in their original state, including all labels. Any such cancellation must be done by email: eqs.orders@absamail.co.za. The Supplier will then credit the consumers account within 30 days after date of such notification.

**Stock Shortages**

Should a product you have ordered be:

1. Temporarily unavailable, The Supplier will notify you thereof as well as the anticipated delay in delivery and, unless you agree to wait for such longer period for delivery, or accept delivery of another product instead.
2. Permanents unavailable, The Supplier will notify you and, unless you agree to accept another product instead, The Supplier will issue a refund in respect of that product to you.

Non-defective products (your right to return due to cooling-off right)

Save for certain exceptional cases (including purchases of made-to-order products, products likely to deteriorate, foodstuff, beverage, goods for everyday consumption, goods that the price depends on fluctuation, unsealed audio or video recordings, newspapers, magazines, books and periodicals, you are entitled to return any purchase concluded by The Supplier within 7 calendar days of the product(s) being delivered. In order to obtain a purchase price refund, the product(s) being returned must be sent back to The Supplier in accordance with the return procedure set out below.

Consequently, if upon receiving your purchase you are not satisfied with your choice of product(s) and wish to return it for a refund as aforesaid, please retain the product(s) original packaging and do not use product.

If the incorrect product is delivered to you by mistake (i.e it is not the product you purchased), please do not remove the product from its original packaging or try the product on at all. Please promptly contact The Supplier to notify The Supplier thereof, so that can we resolve the mistake by arranging to collect such product from you and deliver the correct product to you to as quickly possible.

**Defective Products**

**General Warranty**

If, within 6 months after delivery of a product to you:

You find that the product(s) is defective/faulty, unsuitable for the purpose generally intended (or otherwise expressly indicated by The Supplier at time of purchase), or not legal or reasonably durable (based on the circumstances and product type) (“defective”); and –

You arrange to return such product to The Supplier for inspection in accordance with the returns procedure in below, and the product is subsequently found to indeed be defective, you are entitled to either-

1. Be fully refunded, or (b) have the product repaired (if possible) or replaced at The Supplier expense.

If the product is found NOT to be defective, you will NOT be entitled to any repair, replacement or refund but will instead be liable for the costs incurred in having such product returned to The Supplier and the redelivered to you.

When is a product defective? Please note: the following examples of things which will NOT be regarded as defects and will NOT entitle you to any repair, replacement or refund under the general warranty above: faults resulting from normal wear and tear; damage arising from incorrect usage of the product, misuse and abuse and not following instructions of the product.

**Exclusions**

You may not under any circumstances return the following:

Non-defective products that have been “made to order”. (you will be notified in the relevant Online Sale if the products are “made to order”.)

Products that you or any other person has altered, repaired, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by The Supplier.

**Return Procedure**

Contact the supplier by email, eqs.orders@absamail.co.za, and specify the following:

* The reason for the return;
* The date the product(s) was bought and the date the product(s) was delivered including a reference number or proof of purchase;
* The banking details for the refund (if applicable)
* Do not return the product without written approval of The Supplier.
* The supplier will either arrange collection of the return product(s) or give you instructions of how the product(s) must be returned.
* If the return is accepted by The Supplier as a valid return, any refunds (depending on the circumstances as explained above) will be made by EFT into the bank account selected by you