

TERMS AND CONDITIONS

SPARKLE DUST

SPARKLE DUST cc, STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

- **Operating Hours:**

*09:00 – 16:00 Monday to Friday (Local Time)

*We will be closed on all public holidays and over the Christmas period.

- **E-Mail Response Time:**

We try our utmost to reply within 24hours.

- We are an Internet mail business. All orders are mailed to our customers. We will always have all our available products & prices on our web page in our catalogue where you will be able to order from.
- Our **Minimum order** is R500
- **Orders:** Please order through our catalogue so that we can correctly process your order.
- **Postage:** Standard Post Office or Courier rates apply
- **Payment Methods:** Cash into Sparkle Dust Standard Bank account or Electronic Fund Transfer:

Sparkle Dust CC

Standard Bank

Account: 02 071 777 6

Branch: 011842

ALL DEPOSITS MUST REFLECT IN BANK ACCOUNT BEFORE ORDER IS DISPATCHED.

Basic Conditions of Use

- All colours must be tested prior to use – to verify shade and strength and to insure suitability/stability – no warranty is given or implied.
- Under no circumstances whatsoever shall the Supplier at any time be liable for any claims for in direct or consequential damages or loss (including loss of Profits) that may be sustained or incurred by the Customer, or for any claims of whatsoever nature made by any other person whomsoever for any loss or damage (including, but not limited to, consequential damages) suffered by such other person, in connection with or pursuant to any contract concluded with the Supplier or arising out of related to the use of the goods sold by the Supplier and whether due to delays defects, negligence or otherwise. The Customer hereby indemnifies and holds the Supplier harmless against any claims which may be made by third parties as contemplated above.

- The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller,
- These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer,
- All goods and materials are supplied to and shall be accepted by the Customer without warranty, express or implied, against patent or latent defects and on the particular understanding that we do not expressly or impliedly warrant or represent that such goods or materials are suitable for the purpose for which they are bought or for any other particular purpose.
- The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 2 days of delivery detailing the alleged damage or shortage.
- The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- If the Buyer purchases any Goods within one months of the launch of such goods the Buyer shall have the right to return the Goods or any part of such order within 7 days of delivery, provided always that the Buyer exercising such right shall:-
 - return such goods at his risk and cost; and
 - indemnify the Seller against any cost incurred by the Seller in rectifying any deterioration of the Goods caused by incorrect storage or use while in the Buyer's hands.
- The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

Nothing in these conditions excludes or limits the liability of the Seller:

- for death or personal injury caused by the Seller's negligence; or
 - for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - for fraud or fraudulent misrepresentation.
- the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

- The Seller won't be held liable in any way regarding injury or death for misuse or using the product for which it was not intended.
- If the Buyer fails to make any payment, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the order.
- All communications between the parties shall be in fax or sent by electronic mail:
- Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

Governing Law and Jurisdiction

The Contract shall be governed by the laws of South Africa and the parties agree to submit to the exclusive jurisdiction of the South African courts.