

## Terms and Conditions

### **1. CONSENT**

- 1.1 By accessing our website, you agree to the terms and conditions set out on this page. Persons under 18 must have their parents' or legal guardian's consent to be bound by our terms of use.
- 1.2 If you do not accept our terms of use, you may not access our website or use any of the services available via our website.

### **2. RESTRICTIONS ON USE OF WEBSITE**

- 2.1 The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- 2.2 As a user of the Site, you agree not to systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

### **3. GENERAL**

- 3.1 We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with our content and read these terms of use at all times prior to using this website since the then current version of the terms will apply to your use.
- 3.2 Except as otherwise agreed in writing, all transactions, quotations, tenders, offers to contract and contracts (whether written or oral) for the supply of the Products and/or services by KWT TRADING VENTURES (Pty) LTD t/a TOOTIFRUTI (Registration Number: 2020/017715/07), shall be subject to these standard terms and conditions of sale. These terms and conditions are subject to the CPA and the Credit Act.

### **4. DEFINITIONS**

- 4.1 "Consignment" shall mean an order with the understanding that Products may be returned if it is not sold but with conditions attached such as all Product returned must be in the original packaging, unopened, still of the same quality as provided to the Customer and not damaged in any way and or any other condition the Company deems fit;
- 4.2 "Company" shall mean KWT TRADING VENTURES (Pty) LTD t/a TOOTIFRUTI (TootiFruti);
- 4.3 "Customer" shall mean the person, natural or otherwise, who purchases the Products from TootiFruti under these terms and conditions;
- 4.4 "Delivery Point" shall mean the address provided by the Customer to the Company where Product shall be deposited;
- 4.5 "Order form" shall mean the order form to which these terms and conditions are attached and include but are not limited to;
- 4.6 "Order" means any contract or agreement arising out of the acceptance of any offer to purchase Product from the Company, whether such Contract arises as a result of
  - 4.6.1 an offer made by the Company and accepted by the

- Customer; or
- 4.6.2 an offer made or order placed by the Customer and accepted by the Company; or
- 4.6.3 an offer made or order placed by the Customer in response to a quotation from the Company;
- 4.7 “Product” shall mean any goods or other Products that are made available by TootiFruti via this website;
- 4.8 “Pick-up Point” shall mean the business premises of the Company;
- 4.9 “Service” shall mean any service delivered by the Company in addition and/or separate from Products provided and include but are not limited to assistance, the provision of brand merchandise to the Customer and/or equipment items such as coolers, gazebos and other;
- 4.10 “Site” shall mean the website of the Company but includes any other digital or communication platform or medium;

## **5. ORDERS**

- 5.1 The Customer shall purchase Product from the Company by completing an order form specifying the quantities and particulars of the goods required and, if applicable, the address to which the goods must be delivered.
- 5.2 No order for any Products shall be binding on the Company unless and until the Company has accepted such order in writing.
- 5.3 The Company shall be entitled in its sole discretion to decline any order placed;
- 5.4 Each order accepted by the Company shall be and constitute a separate contract.
- 5.5 The Company only has an agreement with the Customer and no third-party agreements made by the Customer are binding on the Company.
- 5.6 Because we rely on our suppliers, the Company cannot guarantee that Products advertised on our website are available.

## **6. DELIVERY**

- 6.1 It is the responsibility of the Customer to ensure that all Products delivered by the Company are in accordance with the invoice issued by the Company;
- 6.2 Unless expressly agreed by the Company the Pick-up point of Products shall be at the Company;
- 6.3 Should the Customer request delivery of the Products to a specified Delivery point, an additional charge will be added to cover cost of the Company;
- 6.4 Delivery will be made to the address provided by the Customer;
- 6.5 The Customer must ensure that someone is present to accept delivery.
- 6.6 The Company shall not be liable for any direct, indirect or consequential loss and includes, without limitation, pure economic loss, loss of profits, loss of business and similar loss, costs, damages, charges or expenses

caused directly or indirectly by any delay in the delivery of the Product, when such a delay is as a result of circumstances not under the control of the Company and includes but are not limited to *force majeure*, political or economic unrest, strikes and pandemics.

## **7. NON-DELIVERY**

7.1 In the event of non- delivery of any Product, the Company limits their liability to:

7.1.1 replacing the Product within a reasonable time;

or

7.1.2 issue a credit note pro rata against the invoice.

## **8. CONSIGNMENT**

8.1 The Company has the sole discretion to allow Product to be taken on consignment and also the sole discretion to reject any Product returned by the Customer if it does not represent the original form or quality of the Product;

8.2 The Customer carries the risk to take Product on consignment and the Company bears no responsibility to refund any Product, should the Company feel the Product is defected;

8.3 It is the responsibility of the Customer to request all conditions attached to Products taken on a consignment order.

## **9. PRICES**

9.1 The prices payable by the Customer to the Company for the goods shall be the ruling prices stipulated in writing by the Company at the time the order for the goods is placed by the Customer and accepted by the Company.

9.2 Such prices shall include Value Added Tax;

9.3 Should the Customer request delivery of the Products to a specified delivery point, an additional charge will be added to cover cost of the Company;

9.4 Any discount offered to the Customer is only applicable to the order agreed upon and should not be taken as applicable to any other and or further orders placed.

## **10. SERVICE**

10.1 The Company has the sole discretion to offer any additional services to the Customer or should the Customer request it;

10.2 Any Service that includes equipment remains the property of the Company and must be returned in the original form received from the Company;

10.3 Should any of the Service provided by the Company need repair or lack in any way, the Customer must bring it under the attention of the Company within 24 (twenty-four) hours of accepting it;

- 10.4 In the absence of any contrary feedback, it is accepted that all Service was received in good and acceptable condition;
- 10.5 The Customer warrants to use the items of Service only for purposes of the intent it was issued by the Company and no item may be used for any other purpose or function;
- 10.6 The Customer is responsible for any and all repair cost and or replacement cost of items that form part of the Service provided by the Company;
- 10.7 The Company carries no responsibility for any injury and or death to a person and/or animal and/or damage to property that any item provided as part of a Service may cause in the event of any intentional or negligent actions by the Customer.

## **11. PAYMENT**

- 11.1 No Product will be released unless the Company is satisfied that monies are paid and reflected in the agreed upon bank account.
- 11.2 Ownership of the Products shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds)

## **12. INTELLECTION PROPERTY RIGHTS**

- 12.1 No infringement may be made against our website, including copyright in the content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software;
- 12.2 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, in whole or in part;
- 12.3 You may not use our name or logos or trademarks or any other content on any website or digital platform of yours or that of any other person;

## **13. VARIATION**

- 13.1 Any variation to these terms and conditions agreed to between the parties and/or any representations about the goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

## **14. OTHER LAWS**

- 14.1 No term in this agreement shall take effect to reduce or remove any right you have under any law on account of your status as a consumer.

## **15. PRIVACY POLICY**

- 15.1 By requesting information from the Company, the Customer gives us permission to lawfully process personal information;
- 15.2 The information processed is obtained directly from the Customer and for purposes to fulfil the Company's contractual duties;

- 15.3 The Company may distribute personal information to third parties in order to render the service requested by the Customer;
- 15.4 Though the Company has reasonable systems in place to protect personal information, the risk remains on the Customer when any platform of communication is used to send and receive personal information to or from.
- 15.5 The User is encouraged to enquire from the Company if there is any doubt as to the security and integrity of the source or the platform used.
- 15.6 The User may contact the Company at any time to enquire what information the Company has in its possession or any other enquiries regarding the processing and or distribution of personal information. The Company can be contacted at [info@tootifruti.co.za](mailto:info@tootifruti.co.za);
- 15.7 The Company may use email addresses and names and telephone numbers from social media in order to compile a source audience that is loaded to a third-party platform, in order to reach potential clients that may have similar interests or fall in a similar demographic profile;
- 15.8 The Company may provide certain information to regulatory bodies and or legal authorities as required by law.

## **16. COOKIE POLICY**

- 16.1 Cookie policy The Company reserves the right to make use of cookies in order to better its service and customize the User's and future Users' experience.
- 16.2 By using this website, the User gives the Company permission to retain certain personal information. Please contact the Company should you enquire more information.