Ecorbit (Pty) Ltd

Ecorbit

TERMS AND CONDITIONS OF SALE

Website: www.ecorbit.org

Email: info@ecorbit.org

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Acceptance of Terms and Conditions

1.1. Please read these Terms and Conditions carefully before using or obtaining any materials, information, products or services through Ecorbit (Pty) Ltd "Ecorbit" as a potential customer "client/s".

1.2. These Terms and Conditions govern the ordering, sale and delivery of products, and the use of the Website.

1.3. By accessing the Ecorbit premises, the Ecorbit website and/or by purchasing any of our products, you agree to accept, without limitation or qualification, all of these Terms and Conditions.

1.4. If you do not accept these Terms and Conditions, please do not proceed with any orders, and if so required, please exit the Ecorbit premises and-/or website, as we will not be able to accommodate your request outside these terms and conditions, and Ecorbit accepts no responsibility for any loss of any nature whatsoever, in these circumstances.

1. Important Notice

2.1. These Terms and Conditions apply to users who are "consumers" for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").

2.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -

2.2.1. may limit the risk or liability of Ecorbit or a third party; and/or

2.2.2. may create risk or liability for the user; and/or

2.2.3. may compel the user to indemnify Ecorbit or a third party; and/or

2.2.4. serves as an acknowledgement, by the user, of a fact.

2.3. If you do not understand any provision in these Terms and Conditions, it is your responsibility to ask for clarification before you accept the Terms and Conditions or continue using the Website.

2.4. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation created for either you or Ecorbit in terms of the CPA.

2.5. Ecorbit permits the use of this Website subject to the Terms and Conditions.

2. Ownership, copyrights and trademarks

3.1. The Website Content is the property of Ecorbit, its advertisers and/or sponsors and/or is licensed to Ecorbit.

3.2. All Website content, including any images, material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in this Website are protected by law, including but not limited to copyright and trademark law.

3.3. You will not acquire any right, title or interest in or to the Website or the Website Content.

3.4. You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material for any purpose other than personal, non-commercial use without our written permission. To request such permission, email info@ecorbit.org, including your name, address and a description of the purpose of your intended distribution and the information you would like to distribute.

3.5. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorized in terms of these Terms and Conditions or otherwise provided for in law.

3.6. Where any of the Website Content has been licensed to Ecorbit 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.

3. Disclaimer

4.1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

4.2. Whilst Ecorbit takes reasonable measures to ensure that the content of the Website is accurate and complete, Ecorbit 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. Ecorbit repudiates liability for any damage, loss or expenses, 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 products sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to,

the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

4.5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Ecorbit 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, jeopardize or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner 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 willful misconduct of Ecorbit, its employees, agents or authorized representatives.

4. Linking to third party websites

5.1. This Website may provide links or references to other websites ("Third Party Websites") which are outside of our control, including those of advertisers.

5.2. These Terms and Conditions do not apply to those Third-Party Websites and Ecorbit is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.

5.3. 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, and we are 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.

5. Use of the Website

6.1. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

6.2. 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 working of the Website.

6. How to place an order

7.1. Clients may place orders for products, which Ecorbit may accept or reject.

7.2. Acceptance of an order depends on the availability of products, correctness of the information relating to the products (including without limitation the price) and receipt of payment or payment authorization.

7.3. Ecorbit will usually give the client some product options and prices via email, or verbally for walk-in clients. Ecorbit does not warrant or guarantee that the products and services match the specifications of the client's enquiry or tender.

7.4. It will be the responsibility of the client to review the specifications for suitability of use.

7.5. Pricing options will be given in writing only - either via email, or in a formal quote, on an Ecorbit letterhead. These prices usually exclude vat and delivery.

7.6. Upon the client choosing the quantity, specifications and items required, a formal quote can be done on a Ecorbit letterhead – which will include vat, delivery and the appropriate quantities.

7.7. Upon receipt by the client of this formal quote, please sign and email or scan it back to us or reply to the email from which the formal quote has been sent to confirm your order.

7.8. Only written orders can be accepted, which would include the acceptance of the Ecorbit terms and conditions.

7.9. This will then be followed by our order department confirming your order with a Pro-Forma invoice, with payment details. The **Proforma Invoice** is an overview of the sale and includes product name-/brand, specifications, color, quantity and any other specifics you require that we are able to offer. We might not be able to accommodate your request - so please make sure at this point, that your specific request for color, quantity, size, dimensions and or estimated date of availability is correct.

7.10. No order will be accepted that has not been preceded by a formal quotation on an Ecorbit letterhead.

7.11. Quotes do not include, unless specifically mentioned:

7.11.1. Delivery

7.11.2. Installation

7.11.3. Training

7. Advance Payment Sales "Cash Sales"

8.1. Cash Sales will only be processed upon cleared receipt of funds into Ecorbit (Pty) Ltd.'s ("Ecorbit") nominated Bank Account, the details of which will be confirmed upon placement of your order. Depending on the interbank transfer dates, this may take up to 48 hours, or 2 (two) working days.

8.2. On all Cash Sales, delivery is not included unless specifically stated on the quotation. The estimated date of availability for collection or delivery, is an estimation only – for locally manufactured steel goods, please allow 2-4 weeks to manufacture, and 3-5 days for dispatch from one of our warehouses. Collection-/ delivery dates may vary, depending on the dispatching warehouse.

8.3. Some of our products in stock might also be held at a different branch, so at a minimum 2-3 days should be allowed for items that have been indicated to be in stock.

8.4. No credit card facilities are available at the Pretoria branch, so please allow 2-3 days for collection after an EFT transfer or please be sure stock is in the warehouse for Cash Collections.

8.5. For Imported goods, manufacturing can take up to 8 weeks, and shipping up to 6 weeks. Dates of availability cannot be guaranteed and may vary depending on the type of item imported, and mode of freight. To track your order, please do not hesitate to contact us with an email to info@ecorbit.org or sales@ecorbit.org.

8. Errors

9.1. Ecorbit shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products on the Website.

9.2. However, should there be any errors of whatsoever nature on the Website, which are not due to our gross negligence, we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

9.3. Ecorbit shall not be bound by any incorrect information regarding our products displayed on any third-party websites.

9. Ownership

10.1. Irrespective of the type of transaction, Ecorbit retains ownership of the products until fully paid for.

10. Returns Policy

11.1. Ecorbit agrees to Returns for Credit and Exchanges, provided that the terms and conditions below are adhered to.

11.2. For all quotations and orders placed via our website or as a result of an email quote and – acceptance, the E-Commerce Act of 2002 will guide the transaction, provided that the following terms and conditions of sale are applicable.

11.3. Ecorbit reserves the right to cancel an order or not to accept any order, if there is not an agreement between Ecorbit and the client to the terms and conditions as stated below and above. If you do not agree with the Terms and Conditions of Sale, please do not proceed with the order.

11.4. By confirming your order and by making an upfront payment, the client specifically confirms to have read and understood the Terms and Conditions as set out in this document and agrees to them.

11.5. Credit- or Exchanges Only:

11.5.1. Ecorbit offers no Cash Back for returns. For this reason, we place a strong emphasis on the responsibility of the client to check and counter check Pro Forma Invoices before an order is placed. Ecorbit agrees to Credit or Exchanges only, and only in the following circumstances, and under the following conditions:

11.5.2. there is a clear manufacturing fault or defect with the product purchased;

11.5.3. the proof of purchase can be presented;

11.5.4. reported within 7 calendar days (or 5 working days) from purchase;

11.5.5. and returned to Ecorbit, at the client's cost;

11.5.6. the product is:

11.5.6.1. in its original condition, and in or with its original packaging;

11.5.6.2. undamaged and unused, with the original labels and stickers still attached;

11.5.6.3. is not missing any accessories or parts;

11.5.7. Please let Ecorbit know within 7 days of the manufacturing fault, via email on info@ecorbit.org or telephonically at any one of our branches.

11.5.8. Pictures or proof of manufacturing fault must please be supplied.

11.5.9. The **costs of delivery** and any additional packaging will be for the client's account.

11.5.10. Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product.

11.6. No Returns on Imports and made-to-order Steel Furniture or Linen:

11.6.1. No returns or refunds will be available on our imported range of products.

11.6.2. No returns will be available on made-to-order locally manufactured steel items, including linen. In this instance, the Proforma Invoice will be a guiding document, before the order, and should include specifications like color, dimensions and other specifications the client may want to insist on. It will be the responsibility of the client to confirm any specifications including color, size, quantity or any other specifics that Ecorbit should adhere to before processing the order. If the products supplied match these specifications, or if no specifications are noted on the Pro-forma invoice, no returns will be available.

11.6.3. On locally manufactured steel products, linen and imports, credit will be issued for manufacturing faults only, and can be swapped for a similar product with no defect. These faults or defects must be brought to Ecorbit's attention within 7 days of sale, and returned in its original condition, including original packaging.

11. Credit for products which are not imported, and not manufactured on order

12.1. Should a client wish to return a product for any other reason, or for a product that is not faulty, not imported and not manufactured to order, within 7 working days from purchase, the client may qualify for a credit, but this will be at Ecorbit's sole discretion, and each case will be independently assessed.

12.2. This credit will be issued subject to the products being complete, undamaged, unused and returned in its original condition, including original packaging, and will be valid for 12 months from the date of original purchase.

12.3. Cost of returns in all instances will be for the client's account.

12.4. A 10% (ten percent) handling fee will be deducted from the original purchase price on all Cash Sales.

12.5. For this reason, please familiarize yourself with the specifications and dimensions of products before confirming your order, and especially on the suitability of use – as no cashbacks will be offered under any circumstances.

12. No credit or cash back will be available

13.1. No Credit or Cash Refund will be available on delivery costs or courier costs, either of the original purchase and delivery or the return

13.2. Return of products will be at the cost of the client

13.3. Exports: No refunds are available on exports

13. Cancellations

14.1. Once an order has been placed, Ecorbit may, in its sole discretion, refuse to accept the cancellation of an order.

14.2. The acceptance of a cancellation request from a client may, at the sole discretion of Ecorbit, be subject to a cancellation fee of 10% (ten percent) of the order value, which Ecorbit will offset against the credit refund.

14.3. Ecorbit reserves the right to cancel orders due to the unavailability of products from suppliers. In this event of the latter Ecorbit will not levy any cancellation fee.

14. Limitation of Liability

15.1. Neither Ecorbit, nor any of our subsidiaries, divisions, affiliates, agents, representatives or licensors shall be liable to the client, or anyone else for any loss or injury or any direct, indirect, incidental, consequential, special, punitive or similar damages arising out of your access or use of, or your inability to access or use, the Website, the Products, or any materials, opinions or recommendations of third parties on the Website.

15.2. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. In jurisdiction that does not allow the exclusion or limitation of incidental or consequential damages, our liability in such jurisdiction shall be limited to the extent permitted by law.

15.3. You hereby indemnify Ecorbit against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked Third-Party website.

15. Changes to these Terms and Conditions

16.1. Ecorbit may, in its sole discretion, change any of these Terms and Conditions at any time.

16.2. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

16.3. 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 such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes

16. Governing law and jurisdiction

17.1. 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.

17. General

18.1. Ecorbit 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 use the Website or any of its contents subject to us processing any orders then already made by you.

18.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

18.3. Any failure on the part of you or Ecorbit to enforce any right in terms hereof shall not constitute a waiver of that right.

18.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

18.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

18.6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby 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.

18.7. These Terms and Conditions contain the whole agreement between you and Ecorbit, and no other warranty or undertaking is valid, unless contained in this document between the parties.