



**ZWAANZ: TERMS AND CONDITIONS OF SALE**

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**BACKGROUND:**

This agreement applies between you, the user of this website and **ZWAANZ Business, Finance & I.T Solutions**, the owner(s) of this website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the website, a system or Business dealing hereto. If you do not agree to be bound by these Terms and Conditions, you should stop using the website, system or business process immediately.

Any part of this website, system or process is intended to constitute a contractual acceptance of use, as per these Terms and Conditions. Placement of orders constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch purchase order/ invoice (usually via email) to you indicating that your order will be fulfilled as per our policies, Terms and Conditions here enclosed.

**1. Application of Terms and Conditions-**

- 1.1 ZWAANZ and Suppliers shall supply and the customer shall purchase the goods and services in accordance with the final invoice issued and full payment made within the agreed timeframe; which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be 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 customer.
- 1.3 Please note, these Terms and Conditions set forth here within are for this website (ZWAANZ) only. If you link to other websites or any other media or entities, please review all the relevant policies, Terms and Conditions posted for those websites/ systems or by those entities. See Clauses 9 & 10.

**2. Definitions and Interpretation**

As per this Agreement the following Terms shall have the following meanings:

<b>“ZWAANZ”</b>	means ZWAANZ operating from regions as specified on our website;
<b>Terminology - In its entirety (Review “Agreement Hereto” to extend on these terminologies):</b>	Buyer, customer, client, you, your, their etc. (singular or plural; past, present or future tense) is pertaining to you, the reader (the customer, buyer, suppliers, strategic partners, associates and the like).
<b>Terminology - In its entirety (Review “Agreement Hereto” to</b>	Us, our, we etc. (singular or plural; past, present or future tense) is pertaining to ZWAANZ and our authorised partners (contractors and the like).



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**extend on these terminologies):**

**Terminology - “Agreement Hereto” Section:**

I, me, my, myself, our, customer, client etc. (singular or plural; past, present or future tense) is pertaining to you, the reader (the customer, supplier, strategic partner, users and the like – whichever is applicable to you) in agreement to the Terms and Conditions stipulated by ZWAANZ.

**“Account”**

means collectively the personal information, payment Information, other information or credentials processed and retained for Business use on a ZWAANZ’s website or Business systems;

**“Affiliates”**

Affiliate marketing is a marketing practice in which a business rewards one or more affiliates for each visitor or customer brought about where a sale has been successfully processed, due to the affiliate’s own marketing efforts. Affiliates work in conjunction with ZWAANZ to meet common goals and objectives. These parties can only be considered and must act in accordance or on behalf of ZWAANZ if they adhere to all ZWAANZ’s policies Terms and Conditions. ZWAANZ reserves full right to defining such a relationship and may suspend or terminate agreements hereto at its sole discretion;

**“Business/ Working Day”**

means any day other than a Saturday, Sunday or bank/ public holiday;

**“Business Customers”**

Third-party reseller or distributor that may purchase a product or service for resale to an end user. As with all sales, these parties must adhere to all ZWAANZ’s policies, Terms and Conditions in order for a sale to be valid. See Clause 18;

**“Carrier/ Logistics”**

means any third-party responsible for storing and/or transporting purchased goods from ZWAANZ premises or an authorised distribution outlet to customers;

**“Confidential Information”**

means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with this agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);



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<b>“Contract”</b>	means the contract for the purchase, sale of the goods , supply of the services and Business operations under these Terms and Conditions;
<b>“Contract/ Purchase Price”</b>	means the price stated in the Contract payable for the goods or services; If the price is not paid immediately on issuing of an invoice, pricing and availability may be subject to change;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations, software/ code, and any other form of information capable of being stored in a computer that appears on or forms part of this website or systems required for Business operations ;
<b>“Customer”/ “Client”</b>	means the person who accepts a quotation or offer from ZWAANZ for the sale of the goods and supply of the services, or whose order for the goods and services is accepted by the ZWAANZ. May include Business customers/ resellers/ distributors and end users.
<b>“Dispatch/ Delivery Date”</b>	means the date on which the goods or services are to be dispatched/ delivered as stipulated in the customer’s order and accepted by the supplier;
<b>“Goods/ “Products”</b>	means any goods/ products that ZWAANZ advertises and/ or makes available for sale through this website or through any other official marketing mediums – Goods/ products and services can be used interchangeably and interpretable as such wherever necessary;
<b>“Customised Goods &amp; Services”</b>	means the goods and services that ZWAANZ advertises and/ or makes available for sale through this website or through any other official marketing mediums; which is customised in part or in full on behalf of a customer and in accordance with these Terms and Conditions;
<b>“Lead Time”</b>	Estimated number of Business/ working days under normal operations. This may be subject to change and dependant on availability of resources. Lead times are only applicable for legitimate sales and starts from the point in time when a sale is considered valid.
<b>“Month”</b>	means a calendar month;
<b>“Payment Information”</b>	means any details required for the purchase of goods or services from ZWAANZ. This includes, but is not limited to, credit/debit card numbers, bank account details, sort codes, personal information, delivery address, contact details etc.;



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- “Purchase Information”** means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
- “Premises”** Means our place(s) of Business located as per the regions specified on our website (as per our official domain name);
- “Sale”** A sale is only legitimate and binding; if and when all ZWAANZ’s policies, Terms and Conditions have been met in full. Until such time, ZWAANZ holds full right to all products and services and will be considered the rightful owner hereto. Therefore, up until the time a sale is considered officially valid, as stipulated by ZWAANZ and full payment has been made, ZWAANZ can undertake any measure, however it sees fit;
- “Services”** means collectively any online facilities, tools, services, systems or information that ZWAANZ makes available through the website or any other system or process, either now or in the future;
- “Strategic Partners”/ Alliance Partners”/ “Outsourced Parties”/ “Third-Party Service Providers”** Third-parties that work in conjunction with ZWAANZ to meet common goals and objectives. These parties can only be considered and must act in accordance or on behalf of ZWAANZ if they adhere to all ZWAANZ’s policies Terms and Conditions. ZWAANZ reserves full right to defining such a relationship and may suspend or terminate agreements hereto at its sole discretion;
- “System”** Means any online or offline communications infrastructure, system component/ environment (in part or in full) or operating process that ZWAANZ makes available through a website or any other system or process either now or in the future. This includes, but is not limited to, e-commerce solutions, web-based email, message boards, live chat facilities, social networking facilities and email links etc.;
- “Supplier”** any registered third-party, includes all employees and agents under their control, that supplies ZWAANZ and/or our customers, alliance partners or the like;
- “User” / “Users”** means any individual or third-party that has access to or makes use of the website, systems and/or processes provided by ZWAANZ; and
- “Website”** means the website that you are currently using and any sub-domains of this site (e.g. subdomain.website) unless expressly excluded by their own Terms and Conditions.



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### **3. Age Restrictions and Supervision**

- 3.1 Persons under the age of 18 should use this website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.
- 3.2 Products or services used by a minor or by an end user whom requires supervision should only make use of a product or service if and when the relevant/ required supervisor is available.
- 3.3 All products or services used by an end user that is under the age of 18 years or where it is evident that the end user cannot make a logical or mature decision and undertake the necessary precautions on their own accord, supervision is recommended/ required as all times.
- 3.4 ZWAANZ will not be held liable for any damages or loss suffered, where a product or service has been used without the necessary precautions being taken and the relevant supervision being rightfully provided at or post the time of use or exercise.

### **4. Business Customers**

These Terms and Conditions also apply to customers buying goods or services in the course of Business, along with our relevant business customer policies, Terms and Conditions.

### **5. International Customers**

If goods are being ordered from outside ZWAANZ's country of residence or jurisdiction, import duties and taxes may be incurred once your goods reach their destination. ZWAANZ is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If you are buying internationally, namely that the source of the goods that you are purchasing reside outside of your country of residence, you will be liable for the import duties and associated costs of importing the goods and/or services. You are therefore advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the goods are being imported. Please be aware that goods may be inspected on arrival at port for customs purposes and ZWAANZ cannot guarantee that the packaging of your goods will be free of signs of tampering.



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### **6. Intellectual Property**

- 6.1 Subject to the written exceptions of these Terms and Conditions, all Content included on the website, unless uploaded by users themselves, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code, software, tangible or intangible resources, content or property of whatsoever nature is the property of ZWAANZ, our relevant affiliates or other third parties. By continuing to use the website, any of our systems or Business processes, you acknowledge that such material is protected by applicable regional and International intellectual property and other laws.
- 6.2 Subject to these Terms and Conditions, you may not reproduce, copy, distribute, store or in any other fashion or form of whatsoever nature retain or re-use material from the website or any other system unless otherwise indicated in express written permission to do so by ZWAANZ.
- 6.3 All materials or resources used in the course of Business or for any other purpose or produced on behalf of a customer can only be done in representation of ZWAANZ. Only authorised ZWAANZ branding and marketing resources can be used in accordance with such materials/ resources or processes.

### **7. Third Party Intellectual Property**

- 7.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the producers, manufacturers or distributors of such products as may be applicable.
- 7.2 Subject to these Terms and Conditions, you may not reproduce, copy, distribute, store or in any other fashion re-use such material or resources unless otherwise indicated in express written permission to do so by ZWAANZ.

### **8. Fair Use of Intellectual Property**

No material or resource may be used (re-used) without written permission, where any of the exceptions detailed in Copyright Designs and Patents Act or the like apply; or as per Acts legally applicable only in regions in which ZWAANZ physically operate. The 'Paris Patent Convention/ Treaty' and the 'Patent Cooperation Treaty (PCT)' are also applicable for ZWAANZ and the respective detail will be relevant wherever and whenever it is most favourable to the protection of ZWAANZ's Intellectual Property.



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### 9. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of ZWAANZ or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.

### 10. Links to this Website

Those wishing to place a link to this website on other sites may do so only to the home page of the site <<insert URL of homepage>> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of ZWAANZ. Our deep links may be modified from time to time and we do not take responsibility and cannot be held liable for broken links that may have been made available on third-party websites. We will also not be responsible for notifying third-party websites of any link modifications on our website, which may have been made available on a third-party websites. It is the third-party's website administrator's sole responsibility to ensure all links are working on systems they provide and maintain. To find out more please contact us by email at: [info@zwaanz.com](mailto:info@zwaanz.com)

### 11. Use of Communications Facilities and Systems

11.1 When using any communication facility or any System, in part or in full, on the website or as provided by ZWAANZ, you should do so in accordance with the following rules:

11.1.1 You must not use obscene or vulgar language;

11.1.2 You must not submit Content or undertake action that is unlawful or otherwise objectionable. This includes, but is not limited to, Content or action that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

11.1.3 You must not submit Content that is intended to promote or incite violence, any form of vandalism, harm or intimidation;

11.1.4 It is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

11.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

11.1.6 You must not impersonate other people, particularly employees and representatives of ZWAANZ or our affiliates, practice any form of misrepresentation, self-promotion, fronting or any Business/other process that is in contradiction to our policies, Terms and Conditions; and



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- 11.1.7 You must not use our System, or any part thereof, for unauthorised mass-communication such as “spam” or “junk mail”.
- 11.1.8 You must not use our System, or any part thereof, for unauthorised collection or use of information that is obtained and/or retained through Business dealings with ZWAANZ.
- 11.2 You acknowledge that ZWAANZ reserves the right to monitor and log any and all communications made to us or process using our System.
- 11.3 You acknowledge that ZWAANZ may retain copies of any and all communications made to us or process using our System.
- 11.4 You acknowledge that any information processed through or posted on our System/s may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such Terms and associated information.

## 12. Accounts

- 12.1 In order to purchase goods or services on this website or through our systems, you are required to create/open an account. This will contain certain personal details and payment information, which may vary based upon your use of the website/ system, as we may not require certain information until you wish to make a purchase or exercise specific actions. By continuing to use this website or any of our systems and/or processes, you represent and warrant that:
  - 12.1.1 all information you submit is accurate and truthful;
  - 12.1.2 you have permission to submit certain details like payment information or any other specifics that may be considered confidential and where permission may be required; and
  - 12.1.3 you will keep this information accurate and up-to-date at all times. Your creation of an account is further affirmation of your representation and warranty.
  - 12.1.4 You will use the account and resources supplied by ZWAANZ with care and caution, always remaining mindful and in the best interests of ZWAANZ.
- 12.2 It is recommended that you do not share your account details, particularly your username and password. ZWAANZ accepts no liability for any losses or damages incurred as a result of your account details being shared by you. If you use a shared computer, it is recommended that you do not save your account details in your internet browser or within any file saved to the hard drive or other resource on that computer.
- 12.3 **If** you have reason to believe that your account details have been obtained by another without consent, you should login and amend your password and/or





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contact ZWAANZ immediately to suspend your account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled up until the time they are dispatched. In the event that an unauthorised purchase is dispatched prior to you notifying us of the unauthorised nature of the purchase, ZWAANZ accepts no liability or responsibility and you should make contact with the Carrier/ logistics company concerned, detailed in the Purchase Order information for that particular order.

- 12.4 When choosing your username and password for an electronic account, you are required to adhere to best practice and select user names (a valid e-mail address is advisable) and passwords that are made up of 6 or more characters and encompassing an unpredictable combination of uppercase, lowercase, alphanumeric and special (@#!?\_+- etc.) characters. We highly discourage the use of nick names, dates of birth, children names, pets names or the like, which may be considered common knowledge to certain parties. Failure to adhere to these best practices could result in the suspension and/or deletion of your Account.

### **13. Termination and Cancellation**

- 13.1 Either ZWAANZ or you may terminate your account. If ZWAANZ terminates your account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 13.2 If ZWAANZ terminates your account, any current or pending purchases on your account will be cancelled and will not be dispatched, unless stipulated otherwise is writing from ZWAANZ.
- 13.3 ZWAANZ reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and/or dispatch.
- 13.4 If purchases are cancelled for any reason prior to dispatch you will be refunded any monies paid in relation to those purchases, as per our returns policy.
- 13.5 If you terminate your account any non-dispatched purchases will be cancelled and you will be refunded any monies paid in relation to those purchases, as per our returns policy.

### **14. Basis of Sale and Service**

- 14.1 ZWAANZ's and our supplier's employees or agents are not authorised to make any representations concerning the goods or services unless confirmed by ZWAANZ in writing. In entering into the Contract the customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 14.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the customer and that of ZWAANZ.



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- 14.3 Sales literature, price lists and other documents issued by ZWAANZ in relation to the goods and services are subject to alteration without notice and do not constitute offers to sell the goods which are capable of acceptance. No contract for the sale of the goods and services shall be binding on ZWAANZ unless ZWAANZ has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the customer by whichever is the earlier of:
- a) ZWAANZ's written acceptance;
  - b) delivery of the goods; or
  - c) provision of the services; or
  - d) ZWAANZ's invoice.
- 14.4 If there is a delay from the time of issuing an invoice and the customer making payment, pricing and availability may be subject to change.
- 14.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the supplier shall be subject to correction without any liability on the part of ZWAANZ.

### **15. Goods/ Products**

- 15.1 No order submitted by the customer shall be deemed to be accepted by ZWAANZ unless and until confirmed in writing by ZWAANZ's authorised representative, electronically or via printable media;
- 15.2 The specification for the goods shall be that set out on ZWAANZ's website or as per other sales documentation, unless varied expressly in the customer's order (if such variation(s) is/are accepted by ZWAANZ). The goods will only be supplied in the minimum units thereof stated online, in ZWAANZ's price list, purchase order/invoice and in multiples of those units. Orders received for quantities other than these may be adjusted accordingly if in agreement with ZWAANZ and expressed in writing.
- 15.3 Illustrations, photographs, descriptions or the like, whether available online, in catalogues, brochures, pricing lists or other documents issued by ZWAANZ are intended as a guide only and shall not be binding on ZWAANZ. Certain detail may be subject to change and/or availability.
- 15.4 ZWAANZ reserves the right to make any changes in the specification of the goods, which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the goods are to be supplied to ZWAANZ's and/or our supplier's specification, which do not materially affect their quality or performance.
- 15.5 In the case of orders purchased on account, credit, an instalment or the like, no order which has been accepted by ZWAANZ may be cancelled by the customer except with the agreement in writing of ZWAANZ on the Terms that the



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Customer shall indemnify ZWAANZ in full against all loss (including loss of profit), interest, any fees, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by ZWAANZ as a result of such cancellation.

- 15.6 Customised orders and goods and services hereto are non-refundable on the start of production. Any quality assurance issues outside acceptable industry standards will be amended on the manufacturer/ supplier's account
- 15.7 If payment has not been made in full for a product or as per written agreement, ZWAANZ reserves all rights hereto and can withhold the dispatching of an order, terminate or suspend services hereto, cancel the order, take full control of the product/s supplied or attach assets of similar value until such time that full payment has been made for that product. Please refer to Clause 18.

### 16. Services

- 16.1 With effect from the Commencement Date the supplier/ ZWAANZ shall, in consideration of the price being paid in accordance with Clauses 17 and 18 provide the services expressly identified online or in the quotation/ specification schedule/ accepted order/ purchase order/ invoice or the like.
- 16.2 The supplier/ ZWAANZ will use reasonable care and skill to perform the services identified online or in the quotation/ specification schedule/ accepted order/ purchase order/ invoice or the like.
- 16.3 The supplier/ ZWAANZ shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.
- 16.4 services can only be effectively executed if all the required and relevant details have been provided to the supplier/ ZWAANZ by the customer. Failure to accurately supply the relevant details may influence the performance of the service.
- 16.5 If required information is not supplied by a customer within 5 working days, the supplier/ ZWAANZ reserve the right to reallocate resources as it sees fit. This may result in depleted resources and could influence the lead times of a particular order and performance of services hereto.
- 16.6 If payment has not been made in full for a service invoiced or delivered, Supplier/ ZWAANZ reserve all rights hereto and can withhold execution of a service, terminate or suspend services with relevant notifications, cancel the order, take full control of the services and systems hereto, attach assets of similar value until such time that full payment has been made for that service. Please refer to Clause 18.



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### 17. Pricing and Availability

- 17.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of goods available from ZWAANZ correspond to the actual goods; ZWAANZ is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct goods, not different goods altogether.
- 17.2 Where appropriate, you may be required to select the required attributes in the form of [size] [model] [colour] [number] [other features] etc. of the goods that you are purchasing.
- 17.3 ZWAANZ does not represent or warrant that such goods will be available. Stock indications may be provided on the Website; however these may be subject to change at any time.
- 17.4 All pricing information on the Website is correct at the time of going online. ZWAANZ reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing and product/service information is reviewed and updated as often as possible, but may be subject to change at any time.
- 17.5 In the event that prices and/or product/service are changed during the period between an order being placed for goods and ZWAANZ processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 17.6 All prices on the Website do not include VAT.
- 17.7 The price of the goods and services shall be the price as per ZWAANZ's latest available pricing and current at the date of acceptance of the customer's order or such other price as may be agreed in writing by ZWAANZ and the customer.
- 17.8 Prices may be subject to change - prices may be amended (adjusted) accordingly and in contrary to those displayed on our website. Therefore, we reserve the right to amend prices contrary to those displayed on any media form, when necessary and without prior notice. This normally only occurs with serious pricing adjustments that are outside of our control – Changes will be at ZWAANZ's discretion only;
- 17.9 In occurrences of pricing adjustments for orders pending, any order that may be affected by such an adjustment will be communicated to the respective customer and we will provide the customer with the opportunity to either modify their order (i.e. select a different product or different supplier, if applicable), cancel (full or partial) with a full or partial refund as per the "Returns and Refund Policy" or to continue with the order taking into account the relevant amendments - Cancellation (full or partial) of this nature will not attract any cancellation fee as specified in the "Returns Policy". In the case of the continuation of an order (post amendments), as accepted by the customer, any pricing differentiations will need to be paid before the product can be dispatched (distributed) to the specified delivery (receiving) address. Any order amendments, of whatsoever nature, will require full payment prior to dispatch.



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- 17.10 Where ZWAANZ has quoted a price for the goods other than in accordance with ZWAANZ's published online pricing or on a pricing list, the price quoted shall be valid for 5 working days only or such lesser time as ZWAANZ may specify. However, pricing may be subject to change at any time and without prior notice.
- 17.11 ZWAANZ reserves the right, by giving written notice to the customer at any time before delivery or provision, to increase the price of the goods and/or services to reflect any increase in the cost to ZWAANZ, which is due to any factor beyond the control of ZWAANZ (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods and services which are requested by the customer, or any delay caused by any instructions of the customer or failure of the customer to give ZWAANZ adequate information or instructions.
- 17.12 Except as otherwise stated under the Terms of any sale or in any price list of the supplier/ ZWAANZ, and unless otherwise agreed in writing between the Customer and the supplier/ ZWAANZ, all prices are inclusive of the supplier's/ ZWAANZ's charges for production, labour and packaging.
- 17.13 Transportation/ delivery will only be inclusive if and when categorically stated in writing. The cost of delivery is excluded from all pricing as seen on our website, unless stipulated otherwise. When the cost of delivery is included in a price, it will be categorically stated on the quotation and/or on provision of the purchase order or invoice with all relevant details enclosed. Any concerns pertaining to product/service pricing, logistical costs and/or any information thereto will need to be queried by the customer/ buyer, prior to placing of an order.
- 17.14 The price is exclusive of any applicable value added tax (VAT), excise, sales taxes or levies of a similar nature, import duties, customs or the like, which are imposed or charged by any competent fiscal authority in respect of the goods and services, which the customer shall be additionally liable to pay to ZWAANZ unless categorically stated in writing.
- 17.15 Special pricing may be offered on bulk orders, but this is at ZWAANZ's sole discretion.
- 17.16 Whole sale pricing may be offered to Business customers/ resellers, as per our business customer's policies, Terms and Conditions. Wholesale pricing can be retracted and orders suspended or cancelled if we have reason to believe the party concerned is fronting or acting in poor faith or if a further investigation is required. Wholesale pricing is only available solely at ZWAANZ's discretion.



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### 18. Payment

- 18.1 Currently, payment may be made via EFT (Electronic Fund Transfer – Internet Banking), bank deposits and third-party payment options when made available by us (i.e. PayPal) - Only. ***\*Regrettably no cheques (checks) will be accepted. Any terminology pertaining to the term “cheques (check)” is to be interpreted as EFT or bank deposit.***
- 18.2 **Authorised Payments:** Payments are only to be made to authorised accounts as supplied by ZWAANZ. ZWAANZ will not be liable or responsible for any transaction to unauthorised accounts of whatsoever nature. If you have any concerns with regards to the legitimacy of an account for transactions, please contact us prior to processing any form of transaction or payment.
- 18.3 **Credit Card Acquiring and Security:** As per our selected third-party gateway service provider(s) - For further details, please refer to their policies, Terms and Conditions or contact them for further details.
- 18.4 **Customer Details Separate from Card Details:** As per our selected third-party gateway service provider(s) - For further details, please refer to their policies, Terms and Conditions or contact them for further details.
- 18.5 **Customised Orders:** Normally, there is a 50% deposit for custom-order processing and full payment prior to dispatch. Payments are non-refundable on the start of production for customised goods or services. Percentages on the deposit and settlement amounts may be subject to change.
- 18.6 Subject to any special Terms agreed in writing between the customer and ZWAANZ, ZWAANZ shall invoice the customer the price of the goods and services at any time prior to dispatch/ delivery of the goods and/or the provision of the services (as applicable), unless, in the case of goods where the goods are to be collected by the customer and the customer wrongfully fails to take delivery of the goods, in which event ZWAANZ shall be entitled to invoice the customer for the price at any time after ZWAANZ has notified the customer that the goods are ready for collection or (as the case may be) ZWAANZ has tendered delivery of the goods.
- 18.7 The customer/ business customer shall pay the price of the goods (less any discount or credit allowed by ZWAANZ, but without any other deduction, credit or set off) on receipt of the invoice as issued by ZWAANZ or otherwise in accordance with such credit Terms as may have been agreed in writing between the customer / business customer and ZWAANZ in respect of the contract. Subject to such agreed credit Terms (as referenced above), the goods/ services as ordered by the customer/ business customer shall not be Dispatched/ Delivered until such time that the outstanding invoice has been settled in full. Receipts for payment will be issued only upon request. Dispatch of goods/ services is solely at ZWAANZ's discretion.
- 18.8 All payments shall be made to ZWAANZ as indicated on the form of acceptance or invoice issued by ZWAANZ.
- 18.9 ZWAANZ is not obliged to accept orders from any customer or buyer who has not supplied ZWAANZ with references satisfactory to ZWAANZ. If at any time



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we are not satisfied as to the creditworthiness of the customer it may give notice in writing to the customer that no further credit will be allowed to the customer in which event no further goods or services will be dispatched/ delivered or provided to the customer other than against cash payment and notwithstanding Sub-Clause 18.7 of these Conditions, all amounts owing by the customer to ZWAANZ shall be immediately payable in cash. In such circumstances, products and service will only be dispatched once payment has been received (cleared) and to ZWAANZ's full satisfaction. In such cases, lead times may not be applicable and will be as per written confirmation from ZWAANZ.

- 18.10 In the case of resale or redistribution of products or services purchased from ZWAANZ (where credit terms or the like may be applicable), no product (or service) may leave the reseller/distributor's premises to which the product was delivered unless written permission has been granted by ZWAANZ or until full payment has been received for that product/s (services/ systems) in question. ZWAANZ holds full right to all products until such time that the reseller/distributor and/or the Customer's account has been settled with ZWAANZ and is to ZWAANZ's full satisfaction. If products/ services are distributed without full payment being received by ZWAANZ or consent granted by ZWAANZ in writing; ZWAANZ reserves the right to undertake one or more, but not limited to the following actions, until such time that full payment has been received by ZWAANZ:
- a) Take full control of the products in question, regardless of whom possesses the product or take full control of the tangible or intangible resource to which these products may be installed or attached
  - b) Attached company and/or personal assets to the same value owned by the reseller/ distributor and/or the customer (end user), until full payment has been made
  - c) Exercise sureties as and when ZWAANZ see fit, if and when applicable
  - d) Can suspend or terminate all services and/or warranties attached to that product or service and advise other Suppliers to do the same
  - e) Attach all products or service to an application and submit these to the sheriff of the court in order to surrender all assets in question.
  - f) Suspend sales or confiscate any other goods/ services supplied by ZWAANZ that are currently in a Business Customer's possession;
  - g) ZWAANZ may charge interest on outstanding payments, to allow/ enable the products and/or services to remain in the possession of the current party that has possession of the goods/ services; until such time that all accounts with ZWAANZ have been settled in full. Failing this, ZWAANZ may revert to any of the other resolutions here enclosed, at its own discretion. Interest may be agreed upon prior to or at such time that this comes into effect and if an agreement cannot be reached, ZWAANZ may exercise any of the other resolutions here enclosed, solely at its own discretion.



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\*The above will be solely at ZWAANZ's discretion.

- 18.11 Customer/s (Business and/or end user) shall indemnify ZWAANZ in full against all loss (including loss of profit), interest, any fees, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by ZWAANZ as a result of such actions that are deemed necessary by ZWAANZ to either receive all outstanding payments and/or recover wrongfully dispatched products and/or services.
- 18.12 In the event of liquidation, bankruptcy, company or personal name changes or the like, ZWAANZ reserves full right to attach/ surrender any and/or all company or personal assets to the value of the goods and/or services that are still awaiting payment. ZWAANZ reserves the right to first option on the attaching of assets, if and when applicable. Please reference to Clause 21.

### 19. Delivery

- 19.1 ZWAANZ will notify customers by way of email or telephonically, when goods and/or services are to be dispatched. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the goods purchased.
- 19.2 If ZWAANZ receives no communication from you, within 7 working days of confirmed delivery, regarding any problems with the goods or services; then you are deemed to have received the goods/ services in full working order, with no problems, and to your full satisfaction. Thereafter, the grace period hereto will be adjudged as complete and further necessary Business operations pertaining to your order (post order) will commence.
- 19.3 Delivery is subject to availability, receipt of full payment and delivery means selected by you. Requests will be processed within the estimated 'lead times' (Business/ working days) as stipulated per product and order/delivery confirmed by way of an order reference (invoice sent via e-mail with all the relevant details). Any delays in payment and/or communication on approval of an order (i.e. customised orders), may lead to delays in the processing of an order and/or delivery of goods or services already ordered.
- 19.4 All pricing for deliveries (shipments) are estimated logistics costs and may be subject to change, up until the day of dispatch. On ordering, every attempt will be made to provide the most accurate logistical costs, however this may be subject to change.
- 19.5 Any change in delivery and/or order details supplied to us, including changes to receiving address, distribution of similar products, but from different supplier (distribution outlet), volume of goods on order, unit sizes for larger (or smaller) or any other adjustment/amendment to your order may result in a change to the original (previous) estimated price on delivery. On final invoicing and communication for dispatch, if there are no amendments communicated on the delivery cost of an order, the original estimated delivery cost will be applicable – unless requested otherwise, by you; whereby further quotations may be





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obtained and agreed upon or a third-party service provider may be considered.

- 19.6 ZWAANZ will always look to provide feasible delivery options with insurance cover, wherever possible. However, by default, insurance is not included in the logistics cost, unless stipulated otherwise in writing. Therefore, once the carrier has collected the goods (dispatch), especially if it is a private carrier chosen by the customer, the liability lies purely with the customer and any disputes are for the customer and the carrier to resolve. ZWAANZ cannot be held liable of any loss or damage hereto, particularly where private carriers have been chosen by a customer and/or when insurance cover was offered to, but declined by the customer.
- 19.7 Any fees, duties, insurance or additions that are not stipulated as part of the logistical cost will be for your account and may be subject to change at any time.

### **20. Non-Delivery of Goods and Services**

- 20.1 If ZWAANZ fails to deliver the goods or provide the services or any part of them on the delivery date (or commencement date, as appropriate) other than for reasons outside ZWAANZ reasonable control or the customer's or its carrier's fault:
- a) if ZWAANZ delivers the goods and/or provides the services (as applicable) at any time thereafter, ZWAANZ shall have no liability in respect of such late delivery;

### **21. Risk and Retention of Title**

- 21.1 Risk of damage to or loss of the goods shall pass to the customer:
- a) in the case of goods to be delivered at the supplier's/ ZWAANZ's premises, the time when the supplier/ ZWAANZ notifies the customer that the goods are available for collection;
- b) in the case of goods to be delivered otherwise than at the supplier's/ ZWAANZ's premises, the time of delivery or, if the customer wrongfully fails to take delivery of the goods, the time when the Supplier/ ZWAANZ has tendered delivery of the goods; or
- c) in the case of goods are being installed by the supplier/ ZWAANZ or a third-party services provider on behalf of the supplier/ ZWAANZ, the time that the supplier/ ZWAANZ notifies the customer that the installation is complete.
- 21.2 Notwithstanding delivery and the passing of risk in the goods or services, or any other provision of these Terms and Conditions, legal and beneficial title of the goods or services shall not pass to the customer until ZWAANZ has received in cash or cleared funds payment in full of the price of the goods and/or services.
- 21.3 Legal and beneficial title of the goods shall not pass to the customer until ZWAANZ has received in cash or cleared funds payment in full of the price of the goods/services and any other goods supplied by ZWAANZ and the



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customer has repaid all moneys owed to ZWAANZ, regardless of how such indebtedness arose. Please refer to Clause 18.

- 21.4 Until payment has been made to ZWAANZ in accordance with these Conditions and title in the goods has passed to the customer, the customer shall be in possession of the goods or services as bailee for ZWAANZ and the customer shall store the goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by ZWAANZ and shall insure the goods against all reasonable risks.
- 21.5 The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of ZWAANZ, but if the customer does so all money owing by the customer to ZWAANZ shall (without prejudice to any other right or remedy of the supplier) forthwith become due and payable.
- 21.6 ZWAANZ reserves the right to repossess any goods in which the supplier/ ZWAANZ retains title without notice. In the event of repossession the customer shall deliver up to ZWAANZ all goods in which title has not passed, the cost of which shall be borne by the customer.
- 21.7 The customer's right to possession of the goods or services in which ZWAANZ maintains legal and beneficial title shall terminate if:
- a) the customer commits or permits any material breach of his obligations under these Conditions;
  - b) the customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

## **22. Assignment**

- 22.1 ZWAANZ may assign the Contract or any part of it to any person, firm or company without the prior consent of the customer.
- 22.2 The customer shall not be entitled to assign the Contract or any part of it without the prior written consent of ZWAANZ.

## **23. Defective Goods**

- 23.1 If on delivery any of the goods are defective in any material respect and either the customer lawfully refuses delivery of the defective goods or, if they are signed for on delivery as "condition and contents unknown" the customer gives written notice of such defect to ZWAANZ within 7 Business Days of such delivery, the supplier shall at its option:
- a) replace the defective goods, if the returned goods are unused and in the original packaging - Subject to availability; or
  - b) refund to the customer the price for those goods which are defective, if no amicable resolution can be reached;



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but ZWAANZ shall have no further liability to the customer in respect thereof and the customer may not reject the goods if delivery is not refused or notice given by the customer as set out above. All logistical costs for any return are for the customer's account, unless agreed otherwise and expressed in writing from ZWAANZ.

- 23.2 No goods may be returned to ZWAANZ without the prior agreement in writing from ZWAANZ. Subject thereto any goods returned which ZWAANZ is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at ZWAANZ's sole discretion; ZWAANZ shall refund or credit to the customer the price of such defective goods, but ZWAANZ shall have no further liability to the customer.
- 23.3 ZWAANZ shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal Conditions, failure to follow supplier and/or ZWAANZ instructions (whether given orally or in writing), misuse or alteration of the goods without our prior approval, or any other act or omission on the part of the customer, its employees or agents or any third party.
- 23.4 Goods, other than defective goods returned under sub-Clauses 23.1 or 23.2, returned by the customer and accepted by us may be credited to the customer at our sole discretion and without any obligation on the part of ZWAANZ.
- 23.5 Subject as expressly provided in these Terms and Conditions, and except where the goods are sold under a consumer sale, all warranties, Conditions or other Terms implied by statute or common law are excluded to the fullest extent permitted by law, as per the relevant jurisdiction. Please refer to Clause 5 and Clause 41.
- 23.6 The customer shall be responsible for ensuring 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 customer is in compliance with all applicable statutory requirements and that handling and sale of the goods by the customer is carried out in accordance with directions given by ZWAANZ or any competent governmental or regulatory authority and the customer will indemnify ZWAANZ against any liability loss or damage which ZWAANZ might suffer as a result of the customer's failure to comply with this condition. Please refer to Clause 23.5, Clause 5 and Clause 41.



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### 24. Returns Policy

ZWAANZ aims to always provide high quality goods and services that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

- 24.1 The provision of goods and services provided by us is subject to availability and may be in contrary to availability displayed online or within any other media that may be outdated. In cases of unavailability, we will either provide you with the opportunity to amend your order, or provide a credit note for future purchases or refund you in part or in full within 30 days of cancellation.
- 24.2 On cancellation of any order(s) by the customer, with exception to availability and/or pricing adjustments without prior notice, we reserve the right to a cancellation fee (percentage administration fee) of 10% per order. This cancellation fee can be waived, but only at management's discretion.
  - a) If you receive goods or services, which do not match those that you ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, you should contact us within 7 working days from delivery to arrange collection and return (see clause 23 for defective goods). ZWAANZ is not responsible for paying delivery/ shipment costs. You will be given the option to have the goods replaced with those ordered (if available) or to be refunded through the payment method used by you when purchasing the goods. Refunds and replacements will be issued upon our receipt of the returned goods;
- 24.3 If any goods you have purchased have faults when they are delivered to you, you should contact ZWAANZ within 7 working days to arrange collection and return. ZWAANZ is not responsible for paying shipment costs, unless stipulated otherwise in writing. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned goods, the price of the goods (only), as paid by you, will be refunded to you through the payment method used by you when purchasing the goods or provide a credit note for future purchases;
- 24.4 If any goods develop faults within their warranty period, you are entitled to a repair or replacement under the Terms of that warranty. Please refer to Clause 23.3.
- 24.5 If goods are damaged in transit and the damage is apparent on delivery, you should sign the delivery note to the effect that the goods have been damaged. In any event, you should report such damage to ZWAANZ within 7 working days and arrange collection and return. ZWAANZ is not responsible for paying shipment costs, unless stipulated otherwise in writing. Upon receipt of the returned goods, the price of the goods, as paid by you, will be refunded to you through the payment method used by you when purchasing the goods.
- 24.6 You have a statutory right to a "cooling off" period. This period begins once your order is complete and ends 7 working days after the goods have been delivered. If you change your mind about the goods within this period, please



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return them to ZWAANZ within 7 working days of receipt and the “cooling off” period. goods can only be returned for this reason if their packaging remains unopened and the goods can be re-sold, as new, without any additional work on the part of ZWAANZ. You are responsible for paying shipment costs if goods are returned for this reason. This is not applicable to customised orders or specialised services – If you have any queries or concerns regarding customised orders or specialised services, please contact us within 7 working days working days of receipt of your order for further assistance.

- 24.7 Used products will not be refunded unless a legitimate manufacturing defect is evident and/or the product is still within its warranty period – This is at management’s discretion. See warranties as per product profiles.
- 24.8 If you wish to return goods to ZWAANZ for any of the above reasons, please contact us using the details on contact’s page to make the appropriate arrangements. Please note, of the return of goods that are considered a legitimate refund, refunds will be processed within 30 days.
- 24.9 ZWAANZ reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
- a) Any use or enjoyment that you may have already had out of the goods or services;
  - b) Any characteristics of the goods or services, which may cause them to deteriorate or expire rapidly;
  - c) The fact that the goods consist of audio or video recordings or computer software and that the packaging has been opened, potentially copied, distributed/ shared or used;
  - d) Any discounts that may have formed part of the purchase price of the goods to reflect any lack of quality made known to the Customer at the time of purchase.

Such discretion to be exercised only within the confines of the law.



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### 25. Customer's Default

The following are the base criteria to accomplishing a successful sale, but are not limited to the following specifications:

- 25.1 If the customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to ZWAANZ, we shall be entitled to:
- a) cancel the order or suspend any further deliveries of goods or provision of services to the customer;
  - b) appropriate any payment made by the customer to such of the goods and/or services (or the goods and/or services supplied under any other contract between the customer and ZWAANZ) as we may think fit (notwithstanding any purported appropriation by the customer); and
  - c) charge the customer interest (both before and after any judgement) on the amount unpaid, at the rate of 15% of the full purchase price (per annum), until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 25.2 This condition applies if:
- a) the customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
  - b) the customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 - UK) or becomes bankrupt; or
  - c) an encumbrances takes possession, or a receiver is appointed, of any of the property or assets of the customer; or
  - d) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.
- 25.3 If sub-Clause 25.2 applies then, without prejudice to any other right or remedy available to ZWAANZ, we shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the customer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.



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### **26. ZWAANZ & Our Agent's Defaults:**

- 26.1 Provide the most detailed and accurate product and/or service information possible.
- 26.2 Update all information pertaining to products and services on a regular basis and amend any errors with immediate effect.
- 26.3 To ensure orders are processed and delivered within the estimated 'lead times' and to a customer's satisfaction, within the specified guidelines.
- 26.4 Resolve any disputes in an amicable manner.
- 26.5 Always look to implement Business and technological strategies that will improve our product/service offering, delivery, convenience, Business relationships, guarantee payment and to always keep adverse environmental impact(s) to a minimum where possible.
- 26.6 Strive for and ascertain the standards specified in the King's Code (latest version) for Corporate Governance whenever and wherever possible.
- 26.7 To hold all those representing us to our codes of conduct stipulated here within.
- 26.8 To ensure fair trade within ethical and contractual guidelines here enclosed.
- 26.9 To provide confidentiality at all times.

### **27. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and ZWAANZ. See "Suppliers and Strategic Partners (Third-Party)" for further details on Third Party Terms and Conditions.

### **28. Suppliers and Strategic Partners (Third-Party) Defaults:**

Find the link on our website for the agreement with our manufacturers, suppliers, strategic partners or any other third-party acting on behalf of ZWAANZ.

### **29. Affiliate Defaults:**

See website link for the agreement with our affiliates acting in accordance with ZWAANZ.

### **30. Privacy**

Use of the website is also governed by our Privacy Policy, which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, link/son our website/s.



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### **31. Disclaimers**

- 31.1 ZWAANZ makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 31.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 31.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 31.4 Whilst ZWAANZ uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

### **32. Changes to the Service and these Terms and Conditions**

ZWAANZ reserves the right to change the website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If ZWAANZ is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

### **33. Availability of the Website**

- 33.1 The service is provided “as is” and on an “as available” basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 33.2 ZWAANZ accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **34. Limitation of Liability**

- 34.1 To the maximum extent permitted by law, ZWAANZ accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the website, systems, processes or any information contained therein. Users should be aware that they use the website, systems, processes and any of its





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Content at their own risk.

- 34.2 Nothing in these Terms and Conditions excludes or restricts ZWAANZ's liability for death or personal injury resulting from any negligence or fraud on the part of ZWAANZ.
- 34.3 Nothing in these Terms and Conditions excludes or restricts ZWAANZ's liability for any direct or indirect loss or damage arising out of the incorrect delivery of goods or out of reliance on incorrect information included on the website.
- 34.4 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977 (UK), in the event that any of these Terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### 35. **Force Majeure**

ZWAANZ shall not be held liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

### 36. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### 37. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### 38. **Communications**

- 38.1 All notices/ communications shall be given to us either by post to our Premises (see address below) or by email to <<insert email address>>. Such notice will be deemed received 5 days after posting if sent by first class post, the day of sending if the email is received in full on a Business day and on the next Business day if the email is sent on a weekend or public holiday.
- 38.2 ZWAANZ may from time to time send you information about our products and/or services. If you do not wish to receive such information, please unsubscribe as per the links provided - e.g. "click on the 'Unsubscribe' link in



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any email which you receive from us."

- 38.3 All communication needs to be in writing to be considered binding and enforceable. Verbal communication needs to be verified in writing from the party making any form of commitment or agreement in order for it to be considered relevant and valid. Therefore, all notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.
- 38.4 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal Business hours of the recipient; or
  - b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - c) on the seventh Business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - d) on the tenth Business day following mailing, if mailed by airmail, postage prepaid.

### **39. Legal and Media Variations:**

- 39.1 We may, in our sole discretion, change any information including this agreement or any part thereof at any time without notice. Changes will be posted here within or wherever necessary.
- 39.2 We reserve the right to amend any information, wherever and whenever we see fit, without notice, in order to improve accuracy and overall customer satisfaction. In certain circumstances, information may be refined and final confirmation of details given via the relevant communication channels prior to or during the ordering process.
- 39.3 We recommend you review our policies, Terms and Conditions on a regular basis to ensure you are familiar with all policies and Conditions pertaining to your experience with us. Please refer to Clause 17.

### **40. Product and Service Variations:**

- 40.1 If you have any queries or concerns regarding a product and/or service, particularly with regards to acceptable industry variations, it is solely your responsibility to highlight these concerns (i.e. via comments on ordering or via e-mail before ordering) prior to any form of consent.
- 40.2 It is your responsibility to accept the processing of an order and/or service request through approval (consent) and/or payment, only once you are fully satisfied with all information provided and would like to commence with the ordering process of a product and/or service.
- 40.3 Consent and/or payment of any kind will be considered an acknowledgement that you completely understand, accept responsibility and are satisfied with your



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contract of sale or service and all results pertaining hereto that fall within our quality assurances.

### 41. Law and Jurisdiction

This agreement shall be governed and construed in all respects with the laws as governed by the jurisdiction in contention. ZWAANZ's choice as its *domicilium citandi et executandi* for all purposes, is England, Wales and the Republic of South Africa, as applicable. Each party agrees to submit to the exclusive jurisdiction in respect of court process, notice, other documents or communication of whatsoever nature.

### 42. Agreement Hereto

I am hereby satisfied that ZWAANZ always strive to exercise fair trade at all times, for all parties concerned. I hereby verify that all information provided by me (or on my behalf) is complete, accurate and satisfactory for the product/service/order and/or service request to be executed. I pledge to make contact immediately if any inaccuracies on my behalf are detected to avoid delays, disappointments and/or errors, but still accept full responsibility if any sale or service is in production or currently being executed. I will always strive to conduct all Business dealings in a fair, reasonable, responsible and ethical manner.

I hereby agree to all policies, Terms and Conditions pertaining hereto and confirm that I have read and fully understand all information and details relating to the Business processes, products and/or services. Taking all this into account, I would like to commence with the registration/ordering of products and/or services provided by you, as per the information currently available, with all agreements and responsibilities acknowledged by me (or on behalf of my organisation/entity).