



7 May 2020

TERMS AND CONDITIONS

Welcome to the Sandton Tile Warehouse Website at www.sandtontilewarehouse.co.za. Please take a moment to read these terms and conditions including our policies (“Terms”) to understand how they apply to your use of our Website and any products or services that you may order online.

Please read the rules carefully. **USE OF AND/OR REGISTRATION ON ANY ASPECT OF THE WEBSITE WILL CONSTITUTE YOUR AGREEMENT TO COMPLY WITH THESE RULES.**

If you cannot agree with these rules, please do not use the Website. In addition to reviewing this Agreement, please read our Privacy Policy and Copyright Policy. Your use of the Website constitutes agreement to their terms and conditions as well.

If you have any questions regarding our Website, the Terms, products or services, please click here to [CONTACT US](#)

1. GENERAL TERMS

1.1 Who owns this Website?

The Sandton Tile Warehouse Website www.sandtontilewarehouse.co.za is owned and operated by Sandton Tile Warehouse cc, a company registered in the Republic of South Africa, which has its registered office at Progress Industrial Centre, 4th Str corner North Str, Wynberg, Sandton.

All rights and/or defences afforded to us in these Terms shall stand to the benefit of our group companies.

1.2 Terms and conditions apply

These Terms apply to your use of this Website. By using this Website, you acknowledge that you have read and understood these Terms and agree to be bound by them. They represent our entire agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law. Please do not use our Website if you do not agree to be bound by these Terms.

Online purchases from our Website are subject to these Terms.



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1.3 Amended or updated terms

We may periodically update or change the Terms without notice. You should check them from time to time, as your continued use of our Website will mean you accept any updated or revised Terms.

1.4 Law and arbitration

This agreement is governed by the laws of the Republic of South Africa. Any dispute arising in relation to our agreement with you shall, to the extent permitted by law, be referred to arbitration in Cape Town at a venue to be determined by us applying the Uniform Rules of the High Court of South Africa.

1.5 Use of our Website

You are welcome to browse or use our Website for your own personal, non-commercial shopping and information purposes only. No other use is permitted without our prior written consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of this Website, the uploading of any unlawful or damaging information or viral software, or the creation of any links to our Website from any other site whatsoever, is strictly prohibited.

Unless otherwise specified, the Website is intended for your personal use only. You may not authorise others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website. You may not impersonate, imitate or pretend to be somebody else when using the Website.

You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising and/or commercial offers. You may not repeat the same posting multiple times in a day or week.

You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia and personal attacks when using the Website.

You agree not to use any sexually explicit language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is sexually explicit.

You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offence, give rise to criminal liability or that otherwise violates any statute or regulation. You agree to use the Website only for lawful



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purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post anywhere on the Website does not violate the copyright, trade mark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner/s of such rights.

The Website may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use (“**Assets**”). The Assets are protected by copyright, trade mark and other intellectual property laws. Nevertheless, we grant to you the limited, non-exclusive rights and license to use the Assets solely as described on the Website, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices. This includes the “look and feel” of the Website and the advertising thereon (“**the Website Content**”).

The Website Content is protected by copyright, trade mark and other intellectual property laws and is the property of Sandton Tile Warehouse and its authorized service providers. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, whether by omission or commission, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.

You may not in any way make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching or otherwise, of material obtained through the Website except as permitted by statute or expressly permitted in writing by this Agreement or the Website.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others’ use of the Website.

Other than connecting to our and our third party service provider’s servers by http requests using a Web browser, you may not attempt to gain access to our servers by any means, including, without limitation, by using administrator’s passwords or by masquerading as an administrator while using the Website or otherwise.

You acknowledge that Sandton Tile Warehouse and its third party service providers have not reviewed and do not endorse the content of all sites linked to and from this Website, and are not responsible for the content or actions of any sites linked to or from this Website. Linking to any service or site is at your sole risk.

You agree to indemnify Sandton Tile Warehouse against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of our Website and/or its contents contrary to these Terms.



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We use cookies to identify the computer device with which you connect to our Website. We reserve the right to restrict your use and access to our Website or part thereof in the event of any unauthorized use.

We reserve the right to suspend our Website or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Website in compliance with these Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.

Any indulgence or extension of time granted to you shall not be construed as a waiver or variation of any of our rights or remedies in these Terms or law.

1.6 Use of our Website outside South Africa

Customers who are not resident in South Africa are welcome to use our Website in accordance with these Terms to make online purchases provided that the delivery address is in South Africa.

1.7 Privacy policy and information security

Your privacy is very important to us. We take reasonable steps to protect the personal information we hold and process from misuse, loss and from authorised access, modification or disclosure. We hold personal information both at our own premises and with the assistance of our service providers.

Some of our service providers may be located in other countries that may not have the same levels of protection of personal information as South Africa. If this is the case, we require that they undertake to protect the personal information of our customers to the same level that we do.

Please refer to our detail Privacy Policy for more information, and for contact details of our Call Centre should you like to request an update to your information.

1.8 Accuracy of Website content

All reasonable steps are taken to ensure that the information on our Website is accurate and up-to-date. We do not, however, warrant that the content or information displayed is always accurate, complete and/or current.

Any comments uploaded by our users or any authorised experts invited as our guests are their opinions alone and do not in any way represent our views, opinions, beliefs or values. If you wish to make an investment decision regarding the Sandton Tile Warehouse group of companies, kindly consult your stockbroker or financial adviser.



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1.9 Your comments

We value your comments, ideas, suggestions and feedback via email. We will not respond to, maintain or compensate you in any way whatsoever for your Comments. Once received, your Comments will become our property and we will not be limited in any way in the use, commercial or otherwise, of any of your Comments.

Sandton Tile Warehouse does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibilities of those who post the statements and do not necessarily represent the views of Sandton Tile Warehouse or its third party service providers. You agree that Sandton Tile Warehouse and its third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

You warrant that your Comments do not and will not violate the right(s) of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer any Comments that are or contain any defamatory, unlawful, abusive or obscene material. We disclaim any liability towards any third party regarding your Comments and you shall remain accountable towards any third party regarding any harm caused by your Comments.

1.10 Intellectual property

All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this Website are owned by or licensed to us. All data and information communicated to or from the Website including its database also belongs solely to us or our licensors. You agree to sign all documents as we may reasonably require in order to assign any rights that you may acquire in the content of our Website. You agree also to waive any moral rights in such content. You are permitted to view, print or store electronically a copy of any information on our Website, including these Terms, solely for your personal, lawful, non-commercial use. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

1.11 Use of our logos, content and images

You are not permitted to use the content of our Website, our logos or any product or other images that appear on our Website without our prior written consent. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an infringement of our or our licensors' intellectual property rights.



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1.12 Advertising and hyperlinks

External hyperlinks may appear on our Website. The hyperlinks may not be construed to constitute any relationship between us and any linked third party or any endorsement by us of such third party, and use of or reliance on any external links provided is at your own risk. Advertising and other promotional material of third parties may appear on our Website from time to time. We do not endorse such third parties or their products and/or services. Your reliance on any information contained in such material is entirely at your own risk.

1.13 Disclaimers and exclusions of liability

Use of our Website is entirely at your own risk. We make no representations or warranties of any kind, whether express or implied. We do not warrant that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our Website or the purchase of any of our products or services. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our Website and/or your purchase of any products or services. Notwithstanding any other provisions contained herein, our liability arising from any breach of these Terms, negligence or otherwise shall not at any time exceed more than double the monetary value of any order placed via this Website.

1.14 Indemnification

You hereby indemnify Sandton Tile Warehouse and its affiliates, employees, agents, representatives and third party service providers, and hereby defend and hold each of them harmless from any and all claims and liabilities (including legal costs on the attorney-client scale) which may arise from your submissions, from your unauthorised use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

2. ONLINE SHOPPING TERMS

These online shopping terms and conditions apply to all purchases ordered online at www.sandtontilewarehouse.co.za Please read them carefully and print a copy for future reference. You are required to register with us before placing your first order online. Please click on Register to complete the registration form. Registration and/or use of our online shopping Website constitute your acceptance and agreement to be bound by the Terms of our Website, including the additional online shopping terms below.



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2.1 Product sales and availability

All products displayed on our Website are subject to availability and will be delivered only within the Gauteng area. All prices shown on our Website are quoted in South African Rands and are valid and effective only in the Republic of South Africa. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice. We will inform you as soon as possible if any products or services ordered by you are not available.

2.3 Colours

We have made every effort to display as accurately as possible the colours of the products that appear on our Website. However, as the actual colours you see will depend on the device that you use to access our Website, we cannot warrant that your device's display of any colour will be accurate.

2.4 Content errors

We regret that no order will be accepted if we identify a material error in the description of any of our goods or services or their prices on our Website. Packaging may vary from that shown on our Website.

2.5 Pricing policy

You will be charged the prices as they are reflected on the Products in store at the point of sale, subject to availability. Prices include Value-Added Tax. Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations.

You will have an option to collect or we will deliver for a fee. This is calculated on checkout. There will be a minimum delivery fee for orders below 1 ton.

2.6 Methods of payment

We use the *Payfast* method of payment. *PayFast* is a payments processing service for South Africans and South African websites. *PayFast* enable easy, secure and instant transfer of money from online .

2.7 Stock availability

Sandton Tile Warehouse cannot always guarantee availability of stock and will endeavour to deliver a substitute line where possible.

If we are unable to supply each and every item ordered or in the quantities ordered, you nevertheless agree to accept delivery and make payment for the items correctly delivered.



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2.8 Confirmation of orders

Orders placed online constitute your offer to purchase subject to these Terms. Your offer is deemed to have been accepted by us when you receive our confirmation of your order. Failure by us to formally confirm or notify acceptance shall not affect the validity of the sale or the enforceability thereof.

2.9 Delivery

Sandton Tile Warehouse delivery timeslots are as follows:

Monday - Friday: 09:00-15:00

There are NO deliveries on Saturdays, Sundays and Public Holidays.

Deliveries are effected between two to four days following the placement of your order on our site unless you have chosen to accept delivery at a later date.

We only deliver to registered customers within certain specified delivery areas. On delivery of the order to the specified delivery address, you will receive our delivery note showing the items delivered, any substitute items, any non-available items, the delivery fees, Value-Added Tax and the amount debited from your payment card. For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf. Should no-one be in attendance at the time of delivery, the driver will keep the products and leave a notice at the delivery address to this effect. The driver will attempt to contact you to make new arrangements for delivery or collection. We reserve the right to charge an additional delivery fee should it be required in the circumstances. Our liability for failing to deliver the products timeously is limited to delivery being effected at a later agreed time at no additional charge. Please arrange that you or your authorised representative is available to accept your purchases at the delivery address and that appropriate access will be made available. On delivery, we will require you or your authorised representative to sign and print your or their name on a duplicate copy of the delivery note, to confirm receipt. We have outsourced all delivery and collection arrangements. Accordingly, we cannot, to the extent permitted by law, be liable for any damage suffered or loss incurred by reason of any acts or omissions of the deliverer, its directors, employees, sub-contractors, agents, representatives and/or affiliates.

2.10 Risk and ownership

Risk in the products shall pass to you or your authorized representative on delivery. We will retain ownership in the products until payment has been received in full. No goods returned can be accepted unless accompanied by the original invoice. No Returns on any Special Order



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international products or custom designed products. Goods are to be returned in original packaging. Discounted, Voetstoots or Sales goods may not be returned. All returns will be subject to a 15% handling fee. No returns will be accepted after 7 days. Goods will only be accepted provided the product is still in stock

2.11 Cancellation

If for any reason you would like to cancel an order this may be done by contacting us by email on: shop@sandontilewarehouse.co.za . You will only be able to cancel orders up to 08:00 on the day prior to the date of delivery. We reserve the right to debit your payment card for the delivery fees in respect of any late cancellations. If you cancel your payment for any reason or if your payment card should cease to be valid for whatever reason, you will nevertheless be bound to pay to the full purchase price, including all costs incurred by us relating to the recovery thereof. Without prejudice to any other rights or remedies in law, we reserve the right to cancel forthwith any sale and/or your registration in the event of your breach any of the Terms.