



BLACK SPOT SOLUTIONS (PTY) LTD
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Tel: (+27) 47 880-0909
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BLACK SPOT SOLUTIONS – TERMS & CONDITIONS

OVERVIEW

Please note the following terms of service (“terms”) which govern the use of this website, www.blackspotsolutions.co.za (“the/this website”), and which govern the use of any of our (“Partners”) products and the components and materials from which they are made (“products”). By using this website and any of our (“Partners”), you (“the purchaser(s)” and/or “the user(s)”, whichever applies) agree that you shall follow and be bound by these terms. Please take special note of our Cancellation, Refunds and Returns Policy.

USE OF THIS SITE

Users may only use this website to browse the content and make legitimate purchases. Users are not to use this website for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase(s). This website and the content provided herein may not be copied, reproduced, republished, uploaded, posted, transmitted or otherwise distributed. ‘Deep-linking’, ‘embedding’ or using analogous technology is also strictly prohibited. Any unauthorised use of this website and/or the materials contained herein may constitute legal violations, and as such, the appropriate legal actions will be taken against unlawful users.

DISCLAIMER OF WARRANTY

The contents of this website are provided “as is” without warranty of any kind, either expressed or implied. We, the providers of this website (including the owners, the authors of these contents and in general anybody connected to this site in any way, collectively called “providers”), assume no responsibility for errors or omissions amongst these contents. Further, we do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents.

Indemnity

By using this site and by using any of our (“Partners”) products, you agree to fully indemnify Black Spot Solutions (Pty) Ltd and its agents and associates against any claim or demand, as well as any losses, expenses, damages, costs, resulting from the use of this site or any of our (“Partners”) products or from any violation of these terms.

Exclusion of Liability

By using this site and by using any of our (“Partners”) products, you agree that neither Black Spot Solutions (Pty) Ltd nor its agents or any of our (“Partners”)) or any associates shall be liable to you or any other person for any form of damages or costs whatsoever arising from the use of this site or from the use of any of our (“Partners”) products, or from the inability to use this site or any of our (“Partners”) products. Neither Black Spot Solutions (Pty) Ltd nor any of our (“Partners”) makes no guarantees nor warranties for the performance or safety of its products outside of their intended purpose. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

OUR RIGHTS

Black Spot Solutions (Pty) Ltd reserves the right to alter these terms without express notice. It is the responsibility of the user to check regularly to determine whether these conditions have been changed.



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Users who find that they do not agree to any changes to these conditions must immediately stop using this website. We will use our reasonable endeavours to maintain this website. This website is subject to change from time to time. Users will not be eligible for any compensation in the event that they cannot use any part of the website, or because of a failure, suspension or withdrawal of all or part of the website due to circumstances beyond our control.

RESTRICTIONS AND COPYRIGHT

Photography

The sharing of Black Spot Solutions (Pty) Ltd photography is permitted and referencing Black Spot Solutions (Pty) Ltd & www.blackspotsolutions.co.za is much appreciated: Users may share or redistribute photographs from Black Spot Solutions (Pty) Ltd & www.blackspotsolutions.co.za in their original unedited form only.

Intellectual Property

This website and the content contained herein and on any of our ("Partners") social media accounts and press, including but not limited to products, designs, patterns, text, logos, insignia and video, are subject to copyright and intellectual property rights held exclusively by Black Spot Solutions (Pty) Ltd and may not be copied or reproduced under any circumstances in any manner whatsoever. Such rights are protected by South African and international copyright and intellectual property laws.

Black Spot Solutions (Pty) Ltd, or any of our ("Partners"), each individually and separately, asserts and reserves full ownership, copyright, and intellectual property rights on all the designs and patterns on their own products. The designs and patterns of products may not be copied, re-interpreted, reproduced in any manner whatsoever. All designs and patterns relevant to Black Spot Solutions (Pty) Ltd remain protected © Copyright 2015 Black Spot Solutions (Pty) Ltd. All rights reserved.

THIRD-PARTY LINKS

In attempts to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with this website. Accordingly, we may investigate any reported violation of these conditions or complaints and take any action that we subsequently deem appropriate (*which may include, but is not limited to: issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from this website*).



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LAW

These conditions will be exclusively governed by and construed in accordance with the laws of South Africa, whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

COMMUNICATION PREFERENCES

Certain personal information must be supplied by the user when completing a purchase on this website. This information includes but is not strictly limited to: billing address details, shipping address details, and personal details such as names and contact information. This information is used solely for the purposes of fulfilling or otherwise managing your order. The providers will not deliberately make this information available to any third parties or use this information in any way other than what is specified here. By placing an order on this website, you hereby consent to receiving electronic communications from Black Spot Solutions (Pty) Ltd relating to your order and/or your order history with Black Spot Solutions (Pty) Ltd. This communication may involve sending emails to your email address (and/or any other contact information provided by you) and are part of your relationship with Black Spot Solutions (Pty) Ltd.

Any such communication sent by the providers will contain instructions on how to update your communication preferences with Black Spot Solutions (Pty) Ltd should you wish to. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. We encourage recipients to avoid printing paper copies in the interests of protecting the environment.

By way of completing a newsletter subscription form on this website, users explicitly provide their consent to receiving marketing communications from Black Spot Solutions (Pty) Ltd in the form of email newsletters. Such newsletters typically contain information about special offers, surveys, news and promotional announcements. Users who complete a purchase on this website but do not also complete a newsletter signup form, will not be automatically subscribed to receive newsletter marketing from Black Spot Solutions (Pty) Ltd. Please review our Privacy Policy for further information.

CONSENT

Your continued use of this website indicates that you understand and accept these terms and conditions. Furthermore, you undertake not to violate these terms in any way and acknowledge that you understand the legal implications of doing so. You further acknowledge that you will be held liable for all legal costs incurred by Black Spot Solutions (Pty) Ltd for any civil or legal action deemed necessary against you for violation of these website terms.

ONLINE STORE

The Black Spot Solutions (Pty) Ltd online store forms part of this website. Purchases made through this online store are subject to the terms and conditions that govern use of this website (stated here) as well as a sub-set of e-Commerce Terms and Conditions ("e-commerce terms"), which are laid out below:



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GENERAL

When you confirm a purchase with us, legal obligations arise and your right to refunding of monies (whether charged to your credit card or in any other way paid), is limited by our terms & conditions. You must not make any purchase through this website unless you understand and agree to all of our terms and conditions.

Once payment is made for a purchase, it is deemed that you have read and understood these terms and conditions for such a purchase. If you have any queries please contact us before making any purchases on this website.

LOCATION, CURRENCY & PRICING

This website offers the following currency options:

- South African Rands (ZAR)

No other forms of currency will be accepted. The default store currency is determined by your physical location (country) when accessing this website. Physical location is determined using GeoIP location software to derive this information from your device's Internet Protocol ("IP") address. This website will automatically apply a default currency and default pricing if a user's physical location (country) cannot be accurately determined. We reserve the right to alter prices and pricing configuration without prior notice. Prices may differ between countries or territories in consideration of exchange rates and production costs.

SALES TAX

All prices displayed are inclusive of Value Added Tax ("VAT") at a rate of 15% (or the prevailing rate at the time). Please note that you may be required by the country in which you receive your order to pay sales tax or customs duties on the order. These fees shall be borne by the purchaser or receiver and not by Black Spot Solutions (Pty) Ltd.

PRODUCT AVAILABILITY

While the providers make every effort to maintain this website, we do not accept any form of liability for incorrectly listed products. Placing an item in your order basket does not reserve that item or in any way guarantee its availability. Items are sold on a 'first to checkout' basis, meaning that in any instance where more than one user wishes to purchase a specific item, the first user to successfully complete the checkout process is automatically deemed the rightful purchaser.

ONLINE SPECIALS

Each online special is subject to the terms and conditions laid out for each specific special. It is the purchasers responsibility to enquire upon further details with regards to these terms and conditions, if they are not clearly understood by the purchaser. Once an order has been placed, purchasers become liable for the terms and conditions attached to each unique special.

ORDER PROCESSING

No order will be processed until the order is confirmed and payment is received in full. Please contact us directly with any queries.



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SHIPPING

We make every effort to ensure timeous delivery of all orders. We also endeavour to keep our customers up to date on the status of their order(s). Should delivery timelines be affected by unforeseen circumstances that arise, or circumstances that are outside of our control, we will contact you via the email address provided during checkout and provide a revised delivery schedule. Purchasers should expect a lead time of 3-5 business days for shipping within South Africa.

CANCELLATION, REFUNDS & RETURNS

Right of Cancellation of Orders

The providers fully reserve the right, at their own discretion, to cancel any order or purchase made on this website. In such an event, the providers shall refund, reimburse, or issue a voucher or coupon on that purchase, in whole or in part, as is deemed appropriate under the circumstances.

Erroneous Orders

If an order or purchase from this website is made in error in respect of price and invoicing of product, shipping/delivery, and sales tax, the providers reserve the right to amend or cancel that order or purchase at their own discretion. In such an event, the providers will take reasonable steps, under the circumstances, to rectify the error promptly.

Returns Policy

We take pride in the products provided by any of our ("Partners") and hope that you will be most satisfied with your purchase. If you are not completely satisfied, please consider the options below.

Unwanted Products & Exchanges

Products may be exchanged or returned to us by sending the product to our physical address (listed below), provided that all of the following conditions are met:

The product:

- is undamaged and unused, with the original labelling still attached;
- is in its original, undamaged packaging;
- is not missing any accessories or parts;
- is not listed in Section 3 as ineligible for return;
- is returned to Black Spot Solutions (Pty) Ltd within 30 days of purchase (or within 7 days of purchase for products bought on sale)

Unless the purchaser wishes to return or exchange the product because it is not what was expected in respect of what could be reasonably inferred from its appearance and description on this website, the cost of sending the product to Black Spot Solutions (Pty) Ltd shall be borne by the purchaser. After 30 days (or 7 days for products bought on sale), a product may only be returned or exchanged if it is defective within 6 months of receipt, and where that defect was not brought about through damage caused to the product. In the case of defects, please see below. After inspection and if the product is accepted for return, we will issue a voucher to the value of the product's purchase price. We reserve the right to refuse a return if the product sent to us is in a damaged or unsaleable condition or missing any parts.

Products not eligible for return or exchange:

The following shall not be eligible for a refund, exchange, or credit:

- Cut fabric sold by the metre (unless the product contains a material defect as described)
- Products marked "Final Sale";
- Damaged or used products;
- Vouchers and coupons.

Products damaged on delivery:

Should a product be damaged at the time of delivery or collection, please notify us right away by contacting us via our website's contact page. We will arrange for the damaged product to be collected at no charge, and after we have inspected the product, we will arrange to replace the product as soon as possible, or issue a credit to the value of the purchase price if no replacement is possible, or issue a refund if preferred.

Defective Products:

A product is deemed defective if a material imperfection or flaw exists in the product's materials and components or in its manufacture, which makes the product less acceptable than what one would be reasonably entitled to expect. The following will not be regarded as defects and will not entitle the purchaser to a return under:

- Faults resulting from normal wear and tear;
- Damage arising from negligence, abuse by the user, or incorrect usage of the product;
- Damage arising from electrical power surges or sea air corrosion;
- Damage arising from overexposure to sunlight;
- Damage arising from failure to adequately care for the product;
- Damage arising from alterations made to the product;
- Where the specifications of the product, while accurately described on this website, or the intended use of the product, do not suit the purchaser's own expectations or intended use.

Charges

If a product is returned to us, for whatever reason as contemplated in the above sections, but not all products or accessories or parts of the purchase are returned, we reserve the right to refuse the return, or only to replace the item returned, or to estimate the value of the missing goods and issue a credit or refund in respect only of the returned item.

Additionally, if a product is returned to us which does not comply with the above sections of this policy, the Providers shall not bear the costs of having the product collected from or returned to the purchaser.

PAYMENT OPTIONS

All transactions are processed in South African Rands (ZAR). The total price of all orders includes VAT and shipping costs.

PayFast

PayFast is a South Africa payments processing service that enables easy, secure and instant transfer of money between online buyers and sellers. The range of payment methods that PayFast enables on this website and a description of each is provided below:



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Instant EFT

Instant EFT lets users pay using traditional internet banking with South Africa's six main banks; ABSA, FNB, Standard Bank, Nedbank, Capitec Bank and Investec. The electronic funds transfer (EFT) is instantly verified ("instant EFT"). There are no waiting periods, proof of payment is not required and no financial information is disclosed to us, the merchant (website providers). Please note that you must have an active bank account with one of the six banks listed here in order to use this method.

Credit cards

Credit cards, one of the most widely used online payment methods, allow us to accept both local and international payments, using Visa and Mastercard credit cards.

SECURITY POLICY

Black Spot Solutions (Pty) Ltd is committed to providing secure online services. Encryption is used to protect the transmission of personal information when completing online transactions, and all encryption complies with international standards. We do not store or have access to users' credit card details or other confidential payment details that could potentially be used for fraudulent or malicious purposes.

UPDATING OF TERMS AND CONDITIONS

We reserve the right to change, modify, add to or remove from portions or the whole of these terms and conditions from time to time and without prior notice. Alterations to these terms and conditions will become effective upon such changes being posted to this website. It is the user's responsibility to periodically check these terms and conditions on this website for changes or updates.

The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions, including such alterations. Your continued use of this website following the posting of changes to these terms will mean that you accept those changes. You agree not to use the site or any materials you may obtain through the site in a manner that violates any law. You also agree not to use the site to stalk, harass, or harm another individual, to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

You further agree not to interfere with or disrupt the site, servers or networks connected to the site or to use any data mining, robots, or similar data gathering or extraction methods or attempt to gain unauthorized access to any portion of the site or any other accounts, computer systems, or networks connected to the site, whether through hacking, password mining, or any other means. We may terminate or restrict your use of this site, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these terms or (ii) engaged in illegal or improper use of this site.

CONTACT DETAILS:

Should you have any questions or queries or wish to request permission to use any part of this website, including, linking, framing, or searching, please contact us at:



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