



1. Interpretation

For the purpose of these terms and conditions:

- 1.1 **"Agreement"** shall mean the agreement between Seller and Buyer for the sale of Goods or the provision of Services, which shall be governed by these Terms of Sale;
- 1.2 **"Order"** shall mean the written, verbal or telephonic order for Goods or Services, which shall form part of the Agreement;
- 1.3 **"Buyer", "Goods" and "Services"** shall mean the buyer, Goods and services as specified in the Order.
- 1.4 **"Seller"** shall mean Rapple Products (Pty) Ltd.

2. **"Seller" shall mean Rapple Products (Pty) Ltd.**

- 2.1 represent the entire agreement between the parties and no alterations or additions may be effected unless reduced to writing and signed by the buyer and a duly authorized representative of Rapple;
- 2.2 are final and binding and are not subject to an suspensive or dissolutive condition;
- 2.3 expressly exclude any conflicting conditions stipulated by the Buyer;
- 2.4 apply to all employees, servants and agents of Rapple.

3. Representations of Goods

- 3.1 We shall take all reasonable efforts to accurately reflect the Goods and the applicable purchase price and delivery charges on the website. However, should there be any errors of whatsoever nature on the website we shall, **to the extent permitted by law**, not be liable to fulfil an Order based on any error.

4. Price and Payment

- 4.1 All transactions will be processed in South African Rands (ZAR) unless otherwise agreed.
- 4.2 The price of the Goods or Services shall be the Seller's list price from time to time. Unless otherwise agreed in writing by Seller, Buyer shall pay the purchase price in advance of delivery of the Goods or Services.
- 4.3 Without prejudice to any other right or remedy, Seller reserves the right to set off any amount due, owing and payable at any time from Buyer to Seller against any amount due, owing and payable by Seller to Buyer.
- 4.4 Buyer shall not be entitled to assert any credit, set-off, counterclaim or withholding against Seller, whether in whole or in part.
- 4.5 The time for payment shall be of the essence and no payment shall be deemed to have been made until Seller has received payment in cleared funds.

- 4.6 If Buyer fails to make payment on the due date, interest shall be payable on the overdue amount at the prime overdraft rate of The Standard Bank of South Africa as quoted from time to time plus 4% (four percentage points) per annum (or such lesser rate of interest as may be allowed under applicable law), calculated daily and compounded monthly.
- 5. Payment Options**
- 5.1 **Electronic Fund Transfer (EFT):**
- 5.1.1 Buyers may currently pay by transferring cash or making (EFT) Electronic Fund Transfer over the Internet;
- 5.1.2 Please indicate clearly on the payment or the EFT your Salon or business name as payment reference;
- 5.1.3 Buyers are requested to email payment slip with reference number and their own details clearly stated to orders@rapple.co.za
- 5.2 Cash Deposits:**
- 5.2.1 Cash deposit only accepted via ATM – not applicable on bulk orders
- 5.3 In Store payments:**
- 5.3.1 Cash payment in store and card facilities available.
- 5.4 Credit Card Transactions made via online purchases:**
- 5.4.1.1 Credit card transactions acquired for the Seller via Payfast who are the approved Payfast uses strict form of encryption, and no credit card details are stored on the website. Users may go to <https://www.payfast.co.za/security-fraud/> to view their security certificate and security policy.
- 5.5 The Seller will not accept any bank guaranteed, private or company cheque as payment.
- 6. Orders**
- 6.1 Each Order shall be deemed to be an offer by Buyer and shall become binding on the parties and be governed by these Terms of Sale only once accepted by Seller.
- 6.2 Orders will be processed and dispatched subject to receipt of payment or credit terms being agreed.
- 6.3 Pre-orders and Goods still in transit from our supplier may be booked for approved Buyers only. Pre-orders and bookings are based on full payment of which 35% is non-refundable on the total invoice value if order is canceled. The Goods will be kept booked for maximum of seven days since the day of arrival at our warehouse.

- 6.4 The Seller shall have the right at any time to terminate an Order and/or the Agreement by giving written notice to the Buyer forthwith for any reason whatsoever including without limitation (a) if Buyer commits a material breach of the Agreement; or (b) if Buyer becomes insolvent or bankrupt or enters into liquidation or any order or decision or proceeding to that effect is made or taken or commenced; or (c) if Buyer makes an arrangement or composition with its creditors; or (d) if Buyer has a receiver or manager, administrator or administrative receiver appointed in respect of its undertaking or any part thereof; or (e) due to stock unavailability. Termination shall be without prejudice to any rights or remedies of the parties accrued prior to termination.

7. Storage

- 7.1 Goods that has been paid but not collected will be kept for the maximum of 30 days from the invoice date. After that the Goods will be credited and 15% of the total invoice value will be withheld for storage expenses.

8. Collections/Delivery

- 8.1 Products purchased from the Seller may be collected at our shops. The Buyer when electing to collect Goods from the Seller, undertakes to:
- 8.1.1 Schedule a mutually agreed store and time for the collection of Goods;
- 8.1.2 Produce an invoice prior to the Seller upon collection of the Goods. No Goods will be released should the party collecting the Goods on the Buyer's behalf fail to present such invoice.
- 8.1.3 releasing the Goods to Must supply suitable transport as well as any/all equipment required for the transport of the Goods, the cost of which shall be for the Buyer's account;
- 8.1.4 transport and store the Goods in accordance with the Seller's/Manufacturer's instruction.
- 8.1.5 Indemnify and hold the Seller harmless against any claims, of whatsoever nature, which may arise should the Buyer collect or instruct a third party to collect the Goods.
- 8.2 Delivery will be made between 8am and 5pm during weekdays only. No deliveries are made on weekends or public holidays.
- 8.3 Estimated delivery dates are approximately between 1-5 working days. While the Seller is firmly committed to arranging delivery within estimated delivery times, we are unable to guarantee that all Orders will be delivered within the stipulated time frame. Delay in delivery shall not constitute a breach of by the Seller of its obligations hereunder.
- 8.4 The Buyer or its representative will be required to sign for delivery and requested to provide a valid form of identification when the order is delivered.
- 8.5 Delivery is limited to predetermine demarcated areas only. Should the Seller be unable to deliver to the requested location, the Seller shall inform the Buyer thereof at which timer the Buyer may cancel the transaction or amend the delivery address to one within the demarcated area.

- 8.6 No Goods will be released until payment has been confirmed as being on the Seller's account.
- 8.7 The risk of damage to or destruction of Goods is passed to the Buyer on signature of the delivery receipt or waybill, upon delivery to the Buyer or its nominated representative. The Buyer undertakes to insure the Goods fully, until paid for in full.
- 8.8 Any delivery note or waybill signed by the Buyer or its representative shall be sufficient proof that delivery was made to the Buyer and is in accordance with the quantity reflected thereon.
- 8.9 Delay in Seller's performance or failure of the Seller to perform hereunder shall be excused to the extent caused by circumstances beyond its reasonable control (including without limitation acts of God, lock-outs, strikes or other labour disputes, fire, explosion, flood, epidemic, governmental actions or war) provided that such circumstances are not the result of the Seller's failure to exercise due diligence.

9. Liability for Delivery

- 9.1 The Seller shall not be liable for any incorrect Order or delivery in respect of information provided by the Buyer.
- 9.2 While the Seller endeavours to ensure a smooth delivery process, if we are unable to meet the estimated delivery timeframes, the Buyer acknowledges and agrees that the Seller shall not be liable for any losses, liabilities, costs, damages, charges or expenses arising out of the late delivery of the Order.

10. Standard Warranty

- 10.1 The Seller warrants that:
 - 10.1.1 the Goods shall be free from material defects at the time of delivery; and
 - 10.1.2 it shall endeavor to ensure that Services rendered are to the highest standards of quality and workmanship.
- 10.2 All other warranties or conditions, whether express or implied, as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in the Agreement are excluded from the Agreement, to the fullest extent permitted by law.
- 10.3 The warranty given by Seller does not apply to:
 - 10.3.1 damage or defects arising from fair wear and tear;
 - 10.3.2 willful damage;
 - 10.3.3 abnormal storage conditions; or
 - 10.3.4 an accident or negligence by the Buyer or any third party.
- 10.4 All warranties are further rendered null and void if any alterations/changes have been made to the Goods by the Buyer or any third party.

- 10.5 All electrical items have a 6 month repair warranty or may be subject to an extended warranty issued by the product Manufacturer. While the Seller can repair certain electrical items, other items may need to be sent back to the Manufacturer and in instances you may be required to liaise directly with the Manufacturer. Queries relating to replacements or repairs after the aforementioned 6 month period, must be referred directly to the Manufacturer thereof.

11. Refunds and Returns Policy

- 11.1 **Goods purchased in-store**, can be returned within 7 business days of purchase. The Buyer may return unopened Goods within 7 business days and we will, subject to the provisions set out hereunder, either exchange, replace it or furnish a full refund. Exchanges and replacements are provided subject to stock availability. Refunds are issued to the credit card used for the original purchase as a credit against your Buyer account or are made in cash.
- 11.2 Buyers wishing to return defective **Goods purchased via telephone, email or our website**, must:
- 11.2.1 notify a Service Representative within 10 business days of delivery of such defect and furnish as much information as possible relating to the defect, including your invoice number and details of the affected Goods;
- 11.2.2 without delay, arrange for the return of the Goods.
- 11.3 If the return referred to in Clause 11.2 relates to Goods which are being returned because it was damaged or defective on delivery or does not conform to the Order, the Seller will arrange for the collection of the Goods and deliver a replacement thereof as soon as possible. The cost of which will be borne by the Seller. After 10 business days, we will only accept returns for damaged or defective products if the damage or defect can be conclusively shown to have existed at the time of delivery.
- 11.4 The Seller cannot accept the return of, unless defective or does not comply with the Order,:
- 11.4.1 Goods not returned in its original packaging;
- 11.4.2 Goods which have been opened or had its security seal (if any) broken;
- 11.4.3 Goods which has been used or damaged such that it is unsaleable;
- 11.4.4 cosmetics, body jewellery, earrings, piercing tools, manicure and pedicure tools; and
- 11.4.5 Hair extensions, hair pieces, hair brushes and combs, clipper and other blades and scissors.
- 11.5 Goods received as part of a promotion, together with other qualifying product/s, must be returned with the qualifying product/s in order for an exchange, replacement or refund to be processed.
- 11.6 Goods returned for credit, unless defective, must be returned unopened, unused, in its original packaging, complete with all instructions and manuals and in a condition suitable for resale. The Seller reserves the right to refuse the return of any Goods which does not comply with these terms.

- 11.7 In stock orders, correctly supplied, which are returned by the Buyer will incur a 10% handling charge on all Goods returned, subject to the provisions of clause 11.1 above.
- 11.8 The Seller will under no circumstances accept the return of any specially ordered Goods which was correctly supplied to the Buyer.
- 11.9 To the extent permitted by law, no credits will be given on Goods returned after 7 days or more from date of purchase.
- 11.10 To the extent permitted by law, no credits will be given on 3rd party delivery charges. A Collection fee will be deducted from refund for the cost of return/collection.
- 11.11 Goods returned must be accompanied by a copy of the original invoice. Goods will not be credited without this.
- 11.12 While every effort will be made to attend to faulty Goods as soon as possible, we regret that no faulty Goods will be attended to immediately. A minimum turnaround time of 48 hours with a maximum time of 72 hours will be the general rule. Notwithstanding the aforementioned, Goods which must be returned to local or overseas suppliers may take approximately between 1-6 weeks to repair or replace. To the extent permitted by law, costs involved in returning Goods to the Seller will be for the Buyers account.
- 11.13 A repair fee will be levied on Goods returned as faulty, where the fault is found not to have been caused by a product or assembly supplied by the Seller.

12. Limitation of Liability

- 12.1 To the extent permitted by law, shall the liability of Seller under the Agreement exceed the purchase price of the Goods to which the claim relates. The Seller shall not be liable for any indirect, special or consequential loss or damage, any loss of equipment or property, economic loss or damage, loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages) or any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, even if Seller is advised in advance of the possibility of any such losses or damages.
- 12.2 All Equipment sold by the Seller must be installed by qualified professionals. The Seller shall therefore not be liable for any loss, damage or injury sustained by the Buyer or third party due to the Buyer's failure to adhere hereto.
- 12.3 To the extent permitted by law, the Buyer hereby indemnifies the Seller, its affiliates and its and their directors, officers, employees, agents and contractors in full against all claims, losses, liabilities, damages and expenses (including legal and other professional fees and expenses) arising as a result of or in connection with Buyer's purchase, use or resale of the Goods.

13. Intellectual Property

The intellectual property rights in the Goods are the Seller's (or its licensor's) property. Nothing in the Agreement shall be construed as conferring any license or granting any rights in favour of the Buyer in relation to such intellectual property rights. Any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Seller or any other owner of the trade marks from time to time. The Buyer shall not remove any copyright notices, confidential or proprietary legends or identification from the Goods. The Buyer shall not use or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Seller or any associated company of Seller owns or claims rights in anywhere in the world.

14. Data Protection

- 14.1 The Seller undertakes to hold information supplied by the Buyer as confidential and shall only use such personal information to provide Goods and/or Services, to process payment for Goods and/or Services and to inform the Buyer about similar Goods or Services sold by the Seller (The Buyer may contact the Seller at any time to opt out of these communications).
- 14.2 The Buyer however agrees that the Seller may pass its personal information to credit reference agencies and may keep a record of any search results. Seller will not give Buyer's personal data to any other third party.

15. Status

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16. Survival

Provisions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination of the Agreement for any reason.

17. Assignment

The Buyer shall not, without the prior written consent of the Seller, assign, transfer or delegate any of its rights or obligations under the Agreement or purport to do any of the same.

18. Legal Notices

- 18.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office or other address as that party may have specified in writing in accordance with this clause, and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or commercial courier.
- 18.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. General:

- 19.1 **Governing Law and Jurisdiction:** The Agreement and all disputes and matters arising from or relating thereto shall be governed by South African law and the parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa. Notwithstanding the aforesaid, the Seller shall be entitled to take proceedings in any other court of competent jurisdiction.
- 19.2 **Waiver:** A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.3 **Severance:** If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part thereof shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.