

# Albiofa Distributors cc Terms and Conditions

## OUR TERMS & CONDITIONS

### 1. Introduction

The website [www.albiofa.co.za](http://www.albiofa.co.za). (the "website") is owned and operated by Albiofa Distributors cc . 1992/014538/23 of 11 Max Michaelis Street, Montgomery Park, Johannesburg, 2195. The Company includes representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners and co-branders.

In its operation of the website, Albiofa Distributors cc offers products for sale in its own right and on behalf of third party sellers. When you place an order with Albiofa Distributors cc, the products may be supplied to you by us or by a third party seller and the legal relationship of 'buyer' and 'seller' will be between you and the respective supplier. Where the products are supplied by a third party, they have agreed to be bound by these terms and conditions of sale and any reference to 'we' 'our' or 'us' applies to that supplier.

In any event, these Terms and Conditions govern the supply of any product ordered by you on the website. By ordering a product, you agree to be legally bound by these Terms and Conditions.

- "Customer" means individual who places an Order on the Site
- "You" means the Customer who places an Order on the Site
- "Order" means the order submitted by you on the website to purchase a Product
- "Product(s)" means the supplier's products to be sold to Customers via the website in accordance with this agreement
- "Acknowledgement" means our confirmation of your Order (typically sent by email)
- "Business Day" means any day other than a Saturday, Sunday, bank holiday or public holiday in South Africa
- "We" means Albiofa Distributors cc
- "Delivery Form" means anything that requires your signature to prove that you have received the goods. This can be a Tax Invoice, Delivery Note or a Waybill.

These Terms and Conditions are our copyrighted intellectual property. Use by third parties – even of extracts – for the commercial purposes of offering goods and/or services is not permitted. Infringements may be subject to legal action.

### 1. Registration, Order and Cancellation

When placing an order online, you must be over 18 years of age, possess a valid credit or debit card. Only payments with South African cards, Instant EFT via PayPal will be accepted on [www.albiofa.co.za](http://www.albiofa.co.za). To place the order you should follow the given instructions.

Irrespective of any previous price you have seen or heard, once you select a Product that you wish to order, you will then be shown or told (on the website) the charges you must pay including value added tax (VAT), if applicable, and any applicable delivery charges. Unless otherwise stipulated on the website, all charges are in the currency then in force in South Africa.

You shall pay for the Product in full and any applicable delivery charges when placing the order by supplying us with your credit or debit card details. Alternatively, you may pay by any method that we have said is acceptable to us. In any event, we shall not be bound to accept the order before we have received the funds in full.

You undertake that all details you provide to us for the purpose of purchasing the Product from us will be correct, that the credit or debit card or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your payment details before providing you with the Product.

When you submit an Order, you agree that you do so subject to the prevailing Terms and Conditions.

We shall not be obliged to supply the Product to you until we have accepted your Order. We will send you an Acknowledgement with your Order reference number and details of the Product you have ordered. Albiofa Distributors cc. reserves the right to decline any order, for any reason (e.g. unavailability of supplies). In this case, we will promptly grant you a credit or a full refund.

Albiofa Distributors cc. works closely with its suppliers to ensure that prices shown on the website are accurate. In the unlikely event that the price of your order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed at the amended price.

#### 1. Delivery

We know how important it is to you that you receive your product as soon as possible after purchasing it from Albiofa Distributors cc.. For those items that are in stock, we aim to deliver regular parcels to central areas in South Africa within 2-7 business days, to outlying areas within South Africa within 5-7 business days from the date your payment has been received.

We will notify you if we are unable to meet our estimated delivery time frame but, to the extent permitted by law, we shall not be liable for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

Items will be delivered to the address you provided while placing an order. For special freight items the courier might contact you directly to agree on an appropriate delivery time.

If, for any reason, the courier cannot reach you at the agreed delivery time, we will provide you with the instructions to either collect the product(s) directly from a courier depot if possible (in case of regular parcels) or to re-arrange the delivery (in case of special freight). In these situations, Albiofa Distributors cc reserves the right to charge you for any additional costs incurred (e.g. delivery and storage) or to cancel the sale contract, in which case, we will fully refund you the net amount (i.e. the amount you paid minus delivery costs or storage costs).

Upon delivery, you will be asked to sign a delivery form, in which you confirm that the product was delivered in the correct condition (without obvious defects or damage).

All risk in the Product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a Contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the Product.

You shall ensure that you are ready for safe receipt of the Product without undue delay and at any time reasonably specified by us.

If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the courier.

If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the Product to you) accept delivery or collect the Product from the courier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

- Charge you for our reasonable storage fee and other costs reasonably incurred by us; or
- No longer make the Product available for delivery or collection and notify you that we are immediately cancelling the applicable Contract, in which case we will refund to you or your credit or debit card company as applicable any money already paid to us under the applicable Contract, less our 15 % administration charges (including for attempting to deliver and then returning the Product, and any storage fees).

It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the Products will meet your individual requirements. You acknowledge that the Products are standard and not made bespoke to fit any particular requirements that you may have.

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#### 1. Change of Mind

[REG. NO. CR 52/17330/23]

Posbus / PO Box 44359, Linden, Johannesburg, 2104. Tel: [011] 888 5048 Faks / Fax: 086 627 8353  
E-pos / E-mail: info@albiofa.co.za



We want you to feel perfectly confident when shopping online at [www.albiofa.co.za](http://www.albiofa.co.za). Therefore, we give you the option to return any unopened, unused item in its original Albiofa Distributors cc packaging that you bought from us for any reason within 10 days of receiving the item.

Prior to returning your product, please either send an email to [info@albiofa.co.za](mailto:info@albiofa.co.za) or call our customer care team on 011 888 5048. Our customer care team will provide you with all relevant guidelines to proceed with the return (e.g. delivery process). Please do not attempt to return any goods before speaking to our team; otherwise you may be responsible for any associated expenses if you do so.

You may also be required to fill in a returns form provided by us in order to proceed with the returns process. Once we receive the items, we will fully refund you the amount you paid for the product(s) less the 15% admin fee, as well as inbound and outbound delivery costs.

#### 1. Damaged or Faulty Returns

In the unlikely event that your item arrives damaged or faulty, you have 10 working days to notify Albiofa Distributors cc. Please send an email to [info@albiofa.co.za](mailto:info@albiofa.co.za) (after which one of our representatives will contact you), or directly call our customer care team on 011 888 5048.

You may be required to fill in a returns form and to send us images of the damaged product(s) for further assessment. Once assessed and approved by our team, you will be contacted to proceed with the returns process. Albiofa Distributors cc. will arrange replacement(if available) or give you a store credit for the full sale price. Please do not attempt to return the items before speaking to one of our specialists (you may be responsible for any associate expenses if you do so).

The Consumer Protection Act is relevant with certain statutory conditions and warranties in our consumer contracts, which cannot be excluded, restricted or modified. These are in addition to any voluntary warranties offered by the manufacturer or supplier. Where there is a breach of such a warranty relating to goods or services, and the breach is in terms of the Consumer Protection Act, a "major" failure, the remedy will be limited to a refund, a replacement or repair of your preference. In all other cases, a breach of such warranty will give rise to a refund, replacement or repair at our preference.

Albiofa Distributors cc works closely with suppliers to ensure all products have appropriate warranties.

Please email [info@albiofa.co.za](mailto:info@albiofa.co.za) or call our Customer Care Team on 011 888 5048 to submit a warranty claim. You may be required to send us images of the damage to aid in our assessments. We will then finalise your warranty claim. Please do not attempt to return an item before speaking to one of our specialists (you may be responsible for any associated expenses).

In the case of a valid warranty claim, Albiofa Distributors cc will strive to replace the product. Should Albiofa Distributors cc be unable to replace the product, a credit/refund will be passed on to you for the value of the product on date of invoice.

We provide the following express warranties subject to the following Terms and Conditions:

- We will refund, give store credit or replace the product as the case may be in the circumstances and to the extent required under the Law if the product you receive does not match the sample or description, is substantially unfit for its disclosed purpose or is not of acceptable quality (as defined in the Law), is unsafe, or if the alleged issue with the product is such that a reasonable consumer aware of the issue would not have acquired the product
- Where a refund, a store credit or replacement is to be provided under the terms of this warranty, we may to the extent permitted under the Law, require the return of the product to us before refunding or replacing it. We will pay for, or reimburse you for, any delivery costs to return the original product to us
- Replacement products are subject to the same warranties as the original
- Refunds will be issued by direct deposit (EFT), store credit in the form of a voucher code at our discretion.

If the money is already in the Albiofa Distributors cc bank account Albiofa Distributors cc will do a direct EFT to the customer Account.

If you prefer a store credit, we can issue a store credit with the credit value – this will be in the form of a voucher or coupon code.

E-pos / E-mail: [info@albiofa.co.za](mailto:info@albiofa.co.za)

*Uitvoerende Lid / Executive Member: EE van Loggerenberg*

In order to obtain these remedies:

- You must notify us within 10 working days from date of invoice. In this context, a 'reasonable time' is from the time of supply until a time that it would be reasonable to expect the relevant failure to become apparent, considering the nature of goods. In most cases, this will be 7 to 14 days, but in some circumstances may be longer. Please contact us at [info@albiofa.co.za](mailto:info@albiofa.co.za) or call our customer care team on 011 888 5048.
- Except if and to the extent the Law requires otherwise, replacement of products or refund and reimbursement of courier costs will not be made until the original product is received by us and your claim verified.

We aim to process refunds and replacements within 15 days of receipt by us of the original product.

Where any law implies a warranty into this agreement, which may not be lawfully excluded, to the extent allowed by law, our liability for breach of the warranty will at our option be limited to:

- The replacement of the goods or the supply of equivalent goods
- Refund of the value of the goods as per original invoice

In case of return rejection you will cover return courier costs.

#### 1. Limitation of liability

This clause prevails over all other clauses and sets forth our entire Liability, and your sole and exclusive remedies, for:

- the performance, non-performance, purported performance or delay in performance of these Terms and Conditions or a Contract or the Site (or any part of it or them); or
- otherwise in relation to these Terms and Conditions or the entering into or performance of these Terms and Conditions.

#### 1. Security

Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site shall be prosecuted and civil damages shall be claimed in the event that Albiofa Distributors cc. suffers any damages or loss.

You allow Albiofa Distributors cc. to take all reasonable steps to ensure the integrity and security of the Site and back-office applications.

#### 1. Circumstances beyond our control (force majeure clause)

We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

- Either you or we may terminate a Contract forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of two Business Days or more, in which event neither you nor we shall be liable to



the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered).

If we have contracted to provide identical or similar Products to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

#### 1. Governing law and jurisdiction

This Site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the clause 17 of these Terms and Conditions, you and Albiofa Distributors cc. submit to the non-exclusive jurisdiction of the South African courts.

#### 1. Disputes

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and Albiofa Distributors cc. on any matter provided for in, or arising out of these Terms and Conditions, and not resolved through the Customer Relations Department of Albiofa Distributors cc., then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded from [http://www.arbitration.co.za/downloads/expedited\\_r...](http://www.arbitration.co.za/downloads/expedited_r...)

#### 1. Addresses for notices

Albiofa Distributors cc. chooses as its address for all purposes under these Terms and Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: 11 Max Michaelis Street, Montgomery Park, Johannesburg, 2195 with a copy to [info@albiofa.co.za](mailto:info@albiofa.co.za) (the sending of such copy being required in order for any notice to be validly delivered to Albiofa Distributors cc.).

#### 1. Advertising on the website

We shall use our reasonable endeavours to comply with any relevant regulations relating to the Site published by the Advertising Standards Authority.

#### 1. Communications

When subscribing to the Albiofa Distributors cc. newsletter or entering your phone number when creating an account, you consent to receive communications from Albiofa Distributors cc. via email or sms. You will be able to, at all times, opt out of either of these forms of communication.

#### 1. General

These Terms and Conditions shall commence from the date on which they are published on the Site and continue indefinitely, as amended by Albiofa Distributors cc. from time to time, for so long as the Site exists and is operational, Albiofa Distributors cc. being entitled to terminate these Terms and Conditions and/or shut down the Site at any time (subject to still processing any orders then already placed and accepted by Albiofa Distributors cc.). However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions, your Order, the Acknowledgement and the Confirmation of Order.

No failure or delay by us or you in exercising any right under these Terms and Conditions or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms and Conditions or a Contract.

If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with these Terms and Conditions or a Contract or all or any of your rights or obligations under these Terms and Conditions or a Contract.

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E-pos / E-mail: [info@albiofa.co.za](mailto:info@albiofa.co.za)

*Uitvoerende Lid / Executive Member: EE van Loggerenberg*



Nothing in these Terms and Conditions or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.

A full record of every sale and related transaction between you and Albiofa Distributors cc. shall be maintained on the Site for a period of 12 months following the date of such sale or related transaction. You shall thus only be able to view and print such record during such period, where after you shall be responsible for retaining your own record of the relevant sale or related transaction.

Any and all copyright subsisting in the Website, including these Terms and Conditions, vests in Albiofa Distributors cc. and all rights not expressly granted are reserved.

When you visit the Site or send e-mails to Albiofa Distributors cc., you consent to receiving communications from Albiofa Distributors cc. electronically and agree that all agreements, notices, disclosures and other communications sent by Albiofa Distributors cc. satisfy any legal requirements, including but not limited to the requirement that such communications should be in "writing".

These terms are subject to the provisions of the Electronic Communications and transactions Act no. 25 of 2002 (the Act") and any of the terms that are in conflict with any of the compulsory provisions of the Act will be deemed to have been modified so as to comply with such provisions of the Act.

#### 1. Amendment

We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. Continued use of the website will be deemed to constitute acceptance of the new Terms and Conditions.

#### 1. Disclaimer

Save for Albiofa Distributors cc. being liable to you –

- under the Consumer Protection Act 68 of 2008 ("CPA") in relation to any products sold by Albiofa Distributors cc. to you via the Site; and
- under sections 43(5) and 43(6) of the ECT Act in relation to Albiofa Distributors cc. payment systems not being sufficiently secure

Neither Albiofa Distributors cc. nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, Albiofa Distributors cc. makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to [info@AlbiofaDistributorscc.co.za](mailto:info@AlbiofaDistributorscc.co.za).

Although the products sold via the Site may be under warranty, the Site itself is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these Terms and Conditions that the service available from and through this Site will meet your individual requirements and be compatible with your hardware and/or software. Information, ideas and opinions expressed on this Site should not be regarded as professional advice or the official opinion of Albiofa Distributors cc. and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Site.

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[Reg. No. CK 92/14538/23]

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