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## **TERMS AND CONDITIONS**

The purchase of all goods sold by Unlimited Badges cc T/A Badges Unlimited pursuant to this web site shall be strictly subject to the following Standard Terms and Conditions of Sale: Badges Unlimited aims to make the Badges Unlimited site a fun, easy and safe place to trade. You should understand that by using this website you agree to the following terms and conditions:

### **TERMS OF PAYMENT**

1. The first payment is COD. Thereafter payment for goods shall be strictly 30 days NETT from the date of delivery or statement; whichever may be the sooner. Interest charges will be added to overdue invoices at the rate of 5% per month.
2. Badges Unlimited does not use online credit card payments and does not store any credit card information.

### **PRICING POLICY**

Prices have been calculated according to the current exchange rates and customs value. Badges Unlimited reserves the right to adjust the prices, according to any fluctuations in these rates.

### **DELIVERY TERMS**

1. Delivery can be confirmed once final artwork approval is received. A delivery fee will be charged according to weight and size of package as well as final destination.
2. Delivery and packaging rates and charges are finalised on acceptance once the order is made.
3. If your delivery address is outside South Africa, the goods may be subject to import duties and/or taxes. Any/all charges of this nature will be borne by you.

### **COPYRIGHT**

1. You undertake that all details that you provide to us for the purpose of ordering goods are correct and that you are using your own information, or are empowered to use the information you provide, to cover the legal obligation of the order.
2. It is illegal to reproduce unlicensed trademarks or logos onto products manufactured by Badges Unlimited. The exclusive use and reproduction of such images lie solely with their legal owners. You undertake to accept all responsibility for ensuring the images/artwork/text you supply for reproduction on Badges Unlimited products do not infringe upon any South African or International copyright laws and that you accept sole liability for the reproduction of any unlicensed copyright material.

### **RIGHT OF REFUSAL**

Badges Unlimited reserves the right to refuse any order, and to edit/omit artwork/text/or to contact you for alternative artwork/text as it deems appropriate, if in the opinion of Badges Unlimited any artwork/text appears to be offensive, unacceptable, or detrimental to Badges Unlimited's reputation or that of its business partners.

## **PRIVACY POLICY**

1. Badges Unlimited will not pass any of your personal information, including credit or debit information, to any third party.
2. Badges Unlimited is committed to protecting your privacy. We will not sell, trade or give your personal information to any person or company. We respect your privacy and will make all reasonable efforts to preserve the privacy and safety of your personal information.
3. At times we offer special deals to our customers and users of our domains. If any customers request us to discontinue sending them such offers, we will cease contact timeously. However, Badges Unlimited will retain all customer data.
4. If you have any questions/comments about privacy, you should contact us.

## **LIABILITY AND OWNERSHIP OF GOODS**

Ownership of the goods remains vested in Badges Unlimited until Badges Unlimited has received payment in full. Risk in the goods shall pass to the purchaser immediately upon delivery of all or part of such goods to the purchaser. Where a carrier effects delivery, such carrier shall be deemed to be the purchaser's agent and delivery by Badges Unlimited to such carrier shall constitute delivery to the purchaser.

## **REPLACEMENT/REPAIR POLICY**

The purchaser shall be deemed to have inspected the goods at the time of signature of the Delivery Note of the goods. The purchaser shall notify Badges Unlimited in writing within 7 (seven) days of delivery of goods of any alleged defects therein, failing which, such goods shall be deemed to have been delivered in perfect condition and the purchaser shall not otherwise be entitled to return the goods or any part thereof to Badges Unlimited nor claim any reduction of the purchase price thereof arising from such alleged defectiveness. In the event of any defective goods being properly returned to Badges Unlimited as provided for herein, Badges Unlimited shall be entitled at its sole discretion to replace or repair such goods.

## **GENERAL CONDITIONS**

1. Every purchase you make shall be deemed performed in South Africa. These Terms and Conditions shall be governed/construed and interpreted in accordance with the laws of South Africa.
2. No representations or warranties or other undertakings of any nature whatsoever shall be valid unless given in writing.
3. Badges Unlimited shall not be liable for any defect in any of the goods, whether patent or latent, nor shall Badges Unlimited be liable for any loss or damage to the purchaser or any third party arising from any defect in the goods or any part thereof, and the purchaser hereby indemnifies Badges Unlimited and holds it harmless against any claims so arising.
4. The foregoing provisions shall constitute the entire agreement between the purchaser and Badges Unlimited in respect of the goods sold hereunder and no variation or amendment hereto shall be of any force or effect unless made in writing and signed by the parties hereto, nor shall the same be capable of rectification by any court of competent jurisdiction.

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Members: K.J. Bruce, L. Bruce