

TERMS OF USE

Cool Ideas 117 (Pty) Ltd t/a Living Products – Living Cup

1. Introduction

1.1 In these terms, the abbreviation “L.P.” shall mean:

1.1.1 Cool Ideas 117 (Pty) Ltd t/a Living Products, the entity from whom the products and goods are ordered and by whom the products and goods are supplied.

1.2 By accessing or using this site, you (the “Customer”) indicate your unconditional acceptance of these Terms of Use (the “Terms of Use”). We reserve the right, in our sole discretion, to update or revise these Terms of Use. Your continued use of this site following the posting of any changes to the Terms of Use constitutes acceptance of those changes. When you purchase items on our site you enter into a binding agreement which is governed by the Terms of Use.

2. Effect

2.1 These Terms of Use shall prevail over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing, by email or orally, are expressly waived and excluded. No other terms or changes to the Terms of Use shall be binding unless agreed in writing and signed by us.

3. Sales and pricing

3.1. All prices quoted are inclusive of VAT and exclusive of delivering costs.

3.2. Prices quoted on the website may differ from prices quoted in-store or on any other platform.

3.3. Final checkout prices shown are inclusive of taxes and delivery costs and are normally representative of the total that you will pay for the ordered Product. You agree to pay the shown price for the products selected.

3.4. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and costs of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy contained in these terms.

3.5. You shall pay for the Product in full at the time of ordering by supplying us with your credit or debit card details from a credit card company acceptable to us, which we require in order to process your Order. Alternatively, you may pay by any method that we have said is acceptable to us, but in any event, we shall not be bound to supply before we have received cleared funds in full. We reserve the right to perform a credit check and to reject/not to offer certain forms of payment and to refer you to other forms of payment.

3.6. We may ask for further proof that you are fully entitled to use a card (or other forms of payment) that you have used to purchase the Products before releasing your Product.

3.7. It is your responsibility to ensure that all details you have supplied to us are correct and continue to be accurate. Any costs that may arise as a result of incorrect details will be for the Customer's account.

3.8. If you realised that you have made a mistake with your Order after you have completed the checkout process, please contact info@livingcup.co.za immediately. However, we cannot guarantee that we will be able to accept any changes to your Order in accordance with your instructions.

3.9. In cases where there are more than one item on your Order, we reserve the right not to supply some items that make up your complete Order. LP shall have a right (which will be in LP's sole discretion) to place the order on back-order for delivery within as soon as reasonably possible.

4. Delivery

4.1. We aim to deliver the Product to you at the place of delivery requested by you during checkout. You are required to provide L.P. with an address for delivery where someone will be available to accept delivery of the Product during normal business hours (**8:00 – 17:00 – Mon – Fri**). L.P. may also use a parcel collect courier system. L.P. reserves the right to use the most efficient and convenient delivery method.

4.2. We aim to deliver the item to you as quickly as possible by making use of the Post Office or private couriers, based on what the quickest and most effective option is.

4.3. We shall aim to let you know if we expect that we are unable to meet an estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery and in specific as a result of

4.3.1. your failure to provide the correct address for delivery and/or your failure to accept delivery of the Product;

4.3.2. any malfunction or interruption in the Post Office or any other courier service for any reasons whatsoever.

4.4. Shipping charges are non-refundable.

4.5. Delivery to major centers (i.e. Johannesburg, Pretoria, Cape Town, etc.) will take place within 7 to 14 business days after placing an order or such time as the Post Office or courier service can reasonably accommodate. Delivery times are dependent on the size of the order and seasonal demand for the product.

4.6. You will note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you place your Order. In such event, you have to provide LP with an alternative delivery address where LP can deliver.

4.7. On delivery of the Product, you may be required to sign for delivery. You agree to inspect the Product for any obvious faults, defects or damage before you sign for delivery. You must keep the receipt of the delivered product.

4.8. All risk and ownership of the Product shall pass onto you – when the order leaves our factory to be delivered to you.

4.9. Please take care when using sharp objects when opening the Product as L.P. will not be liable for any damage incurred when opening the product.

4.10. If you are not available to take delivery or collection, you have to leave/provide a forwarding address for either re-delivery or collection from the carrier. Costs for re-delivery will be passed onto you.

4.11. Back-orders of products will be processed as soon as the Product becomes available.

5. Returns

5.1. If you feel you wish to return a Product, please reach out to L.P.'s customer service team. Returns may be accepted for two reasons: incorrect delivery or faulty Product.

5.2. If the Product received by you is an incorrect delivery or is faulty, you have to notify L.P. within 24 hours of receiving the Product of the exact reason why you wish to return the Product.

5.3. It is your responsibility to inspect your Product as soon as possible for defects, leaks or spills. If your Product is defective in any way, you have to contact L.P. immediately.

5.4. Returns (where accepted) need to be dispatched back to us within 3 calendar days from the date on which you originally took delivery. This includes any weekends

and/or public holidays. In order for your return to be valid, we need to have received a tracking number or the original product within this 3-day window.

5.5. The returned Products must be complete and in their original packaging and must be capable of resale for the product to be returned due to an incorrect delivery to you.

5.6. If the Product is returned due to the Product being damaged, the Product should be returned to L.P. in the exact state in which the Product was received by you.

5.7. Products returned to L.P. must have the following:

5.7.1. A Return Authorisation (RA) number on the shipping label;

5.7.2. Original Manufacturer's box and packaging (Do not write the RA number on the box). Please re-tape the Manufacturer's box with clear tape.

5.7.3. All accessories;

5.7.4. Call L.P. on +17 11 823 1155 to obtain your Return Authorisation number and get the required RA number. Please have your invoice number available for reference when you call. A returned Product must be returned as new. Approval for a full refund will be based on the condition of the returned item, subject to final determination by L.P.

Otherwise, the return may be refused or subject to a minimum restock fee of 25%.

Ensure that you obtain the tracking number for your return from your shipping company.

Returns without tracking numbers that are lost during shipment may not be credited.

Ship all returns to **Living Products, 62A Corvette Industrial Park, 44 Jansen Road, cnr. Yaldwin Road, Jet Park, 1459, Boksburg, South Africa.**

5.8. L.P. reserves the right to change the returns policy at any stage without warning. It is the customer's responsibility to ensure that they are aware of the returns policy at checkout.

5.9. L.P. reserves the right not to accept returns for any reasonable reason. If the return has not been delivered to L.P. within 3 normal days after first receiving the tracking number, L.P. may assume the Product will not be delivered and close off the application to return.

6. Cancellation

6.1. We reserve the right to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and L.P., in whole or in part, if the Product is not available for any reason. We will notify you if this is the case and return any payment that you have made, and accept no liability which may arise as a result of such refusal to process any order/sale.

6.2. We refund any money received from you using a payment method suitable to LP

6.3. If fraud is suspected we may choose not to refund the payment but rather contact the police and relevant banking authority

7. Force Majeure

7.1 L.P. shall not be liable for any delay in performing any of its obligations under these Terms of Use if such delay is caused by circumstances beyond the reasonable control of L.P., and L.P. shall be entitled to a reasonable extension of time for the performance of such obligations.

8. Condition of the Product on Arrival

8.1. Our products will be delivered in a new or original condition.

8.2. Our products are manufactured to order so as to ensure that the products are fresh.

8.3. L.P. will take all reasonable steps to manufacture the products hygienically and shall package and store the products in an acceptable manner which will ensure that the products retain its freshness, however, L.P. cannot be held responsible for products that get spoilt as a result of incorrect shipment, handling or storage at your premises.

8.4. It is your responsibility to follow the manufacturer's instructions for storage to ensure the freshness of the products.

8.5. Please inspect the Product before signing for delivery. If you sign for a Product on delivery you are agreeing that you are happy with the obvious condition of the Product that you have received.

9. Stock Availability

9.1. L.P. will indicate the acceptance of your order by issuing an invoice to you for the goods ordered. Only when you have made full payment of the amount so invoiced will an agreement of sale between you and L.P. come into effect (the "sale").

9.2. You acknowledge the stock of all goods on offer may be limited and that pricing may change at any time without notice to you.

9.3. We cannot guarantee the availability of stock. When goods are no longer available after placing an order, L.P. will notify you and all orders will be placed on back order and delivery of such goods ordered shall take place within a reasonable time.

9.4. L.P.'s obligation to deliver a product to you is fulfilled when we dispatch the goods ordered to the address nominated by you for delivery.

9.5. Product variation may occur.

10. Reserved Cart

10.1. Placing Goods in the shopping cart without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping cart if stock is no longer available or the price thereof might change without notice to you. You cannot hold L.P. liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.

10.2. The price to be paid by the Customer for the Product shall be the applicable price at the time that the purchase is made and the Customer pays for the Product.

11. Security

11.1. Any person that delivers or attempts to deliver any damaging code to the Site or attempts to gain unauthorised access to any page of this Site shall be prosecuted and civil damages shall be claimed in the event that L.P. suffers any damage or loss.

11.2. You agree and warrant that your log-in and password shall be used for your personal use only and not be disclosed to any third party.

11.3. You allow L.P. to take all reasonable steps to ensure the integrity and security of the Site and back-office applications.

11.4. All credit card transactions on the Site are secured by Thawte and powered by PayFast in order to provide the most effective protection possible for all sensitive payment information. L.P. does not have access to any confidential information about your means of payment.

12. Disputes

12.1. 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 L.P. on any matter provided for in, or arising out of these Terms of Use, and not resolved through the L.P. Customer Service Team, 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_rules.pdf.

13. Address for Notices

13.1. L.P. chooses as its address for all purposes under these Terms of Use, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following e-mail address: info@livingcup.co.za.

14. Copyright Notice

14.1. All content included on this site, but not limited to text, graphics, logos, button icons, images, audio clips and digital downloads are the property of L.P. or its content suppliers and protected by South African and international copyright laws.

14.2. All Rights Reserved and no portion of the Website may be copied, reproduced, transmitted, derived or otherwise used for any purpose without the prior permission of L.P.

14.3. All trademarks, service marks and trade names of L.P. used on this Website are trademarks or registered trademarks of L.P. and may not be copied.

15. L.P.'s Commitment to Online Security

15.1. Your personal information is treated with the greatest of care. Sensitive payment information such as credit card details are NEVER stored with us nor do we have access to them.

15.2. L.P. uses PayFast to provide a secure environment for the authorisation of credit card transactions. Confidential information including card details are encrypted using industry standard SSL 128-bit encryption technology.

16. Membership Registration

16.1. You are required to register and when you have already been registered, to log in online to our Website, using your e-mail address and password in order to make purchases.

16.2. Our Site's registration form requires you to provide us with contact information and may also require demographic information. We may use your contact information from the registration form to send you information about our company. Your contact information is also used to contact you when necessary.

17. Passwords

17.1. You are responsible for all actions taken with your username, email address, and password. Therefore we do not recommend that you disclose your password to any third parties. If you choose to share your username, email address and password or your information with third parties to provide you additional services, you are responsible for all actions taken with this information and therefore you should review that third party's privacy policy.

17.2. L.P. accepts no responsibility for any activities which may occur under your account or password.

18. Vouchers

18.1. You may use an L.P. gift voucher to pay as payment for items purchased on the site. To redeem a voucher, insert the code at checkout.

18.2. Vouchers may have certain expiry dates associated with them. If you fail to use the voucher prior to this date it will no longer be valid and no replacement will be issued. It is your responsibility to ensure the voucher is spent prior to it expiring.

18.3. We will aim to email you your voucher within 24 hours. We accept no responsibility if the details you supplied are incorrect.

18.4. In the event of fraud or suspicion of fraud in relation to the use of vouchers, L.P. reserves the right to cancel vouchers and ban your account. You may contact L.P. to appeal the decision.

18.5. We assume no liability for the loss, theft or illegibility of gift or promotional vouchers.

18.6. If the value of your gift is more than the total product you are purchasing you will forfeit the remainder of the voucher.

18.7. L.P. vouchers are not exchangeable for cash and are not transferable or assignable.

19. This Website

19.1. L.P. reserves the right to terminate or suspend the operation of its Website or any of its services advertised or provided for on the site at any time and without giving reasons, without prior notice to customers and in its sole discretion.

19.2. L.P., its associates, holding company, consultants or employees will not be held liable for any damages suffered relating to the use of this site, for whatever reason.

19.3. L.P. will further not be liable for:

19.3.1. Any malfunction, interruption or other failures of the website or computer systems for whatsoever reason;

19.3.2. Any malfunction, interruption or other failures of goods or services provided by third parties, including but not limited to: public switched communication service providers, internet service providers, local authorities, electricity suppliers and certification authorities.

20. Limitation of liability and Indemnification

20.1. L.P. shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the products on this website or the performance of the products, even if L.P. has been advised of the possibility of such damages.

20.2. As stated hereinabove in clause 8.3, L.P. will take all reasonable steps to manufacture the products hygienically and shall package and store the products in an acceptable manner which will ensure that the products retain its freshness,

however, L.P. cannot be held responsible for products that get spoilt as a result of incorrect shipment, handling or storage at your premises.

20.3. You agree to indemnify, defend and hold harmless L.P., its officers, directors, employees, agents, licensors and suppliers for any harm caused as a result of the consumption of the products by you or anyone to whom you will provide the product for consumption due to the products being spoilt as a result of incorrect shipment, handling or storage at your premises.

20.4. You agree to indemnify, defend, and hold harmless L.P., its officers, directors, employees, agents, licensors and suppliers (collectively the “Service Providers”) from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.