



COTTON ROAD ACCESSORIES  
WWW.COTTONROAD.CO.ZA  
INFO@COTTONROAD.CO.ZA

Document version 1.01 | September 2017

# T's & C's Of Sale

## 1. LEGALLY BINDING AGREEMENT

BY PLACING AN ORDER FOR GOODS AND/OR SERVICES ON THIS WEBSITE, THE USER AGREES TO BE BOUND UNCONDITIONALLY BY THESE TERMS AND CONDITIONS OF SALE.

ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE BY THE USER CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN Muskat Trading CC ('Cotton Road') AND THE USER.

THE AGREEMENT BETWEEN THE USER AND Cotton Road IS CONSTITUTED BY THESE TERMS AND CONDITIONS OF SALE, READ TOGETHER WITH THE WEBSITE TERMS AND CONDITIONS AND THE PRIVACY NOTICE PUBLISHED ON THIS WEBSITE.

## 2. PRELIMINARY NOTICES IN TERMS OF THE CONSUMER PROTECTION ACT, 2008

2.1. IN TERMS OF SECTION 22(1) OF THE CONSUMER PROTECTION ACT, 2008, THESE TERMS AND CONDITIONS OF SALE HAVE BEEN DRAFTED AND DISPLAYED IN PLAIN LANGUAGE.

2.2. IF YOU DO NOT UNDERSTAND THE CONTENT, SIGNIFICANCE AND IMPORT OF ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS OF SALE, PLEASE CONTACT Cotton Road BY EMAIL: [service@cottonroad.co.za](mailto:service@cottonroad.co.za)

2.3. YOUR ATTENTION IS DRAWN TO CERTAIN TERMS AND CONDITIONS CONTAINED HEREIN WHICH CONSTITUTE OR HAVE THE EFFECT OF BEING:

2.4. .

- LIMITATIONS OF RISK OR LIABILITY IN FAVOUR OF Cotton Road AS THE SUPPLIER OF THE GOODS OR SERVICES OFFERED FOR SALE OR USE ON THIS WEBSITE;
- ASSUMPTIONS OF RISK OR LIABILITY BY YOU, THE USER;
- INDEMNITIES IN FAVOUR OF Cotton Road; OR
- AN ACKNOWLEDGEMENT OF CERTAIN FACTS BY YOU, THE USER.

2.5. SUCH TERMS AND CONDITIONS ARE HIGHLIGHTED IN CAPITAL LETTERS AND BOLD FONT.



### 3. NO OFFER

3.1. Users should regard nothing contained in this website as an offer but rather as an invitation to do business.

3.2. Unless specific arrangement is made prior to engaging with the website or placing an order, the goods and services advertised on this website are available to South African clients and delivery addresses only.

### 4. Description of goods and services

4.1. While Cotton Road takes reasonable efforts to ensure that the description and pricing of goods advertised on this website are as accurate as possible, it does not warrant that such information is accurate, complete, and error-free. If goods ordered are not as described on this Website, the User must return the goods to Cotton Road who shall refund the User for the full price paid for such goods together with the costs of returning same to Cotton Road.

### 5. Pricing

5.1. Prices on this website are always quoted in South African Rand (ZAR) and inclusive of Value Added Tax (VAT).

5.2. Prices published on this website will be updated from time to time and Users are required to check for any updates to prices of goods and/or services before any order is placed.

5.3. Cotton Road cannot confirm the price of any goods or services until an order is placed with it. However, Cotton Road will not charge a price higher than the one displayed on the website for any goods or services unless the price, as displayed, contains an inadvertent and obvious error.

5.4. Cotton Road will not be bound by any errors in pricing which result from technical problems on the website or by the unlawful modification of data on the website by unauthorized persons.

5.5. Cotton Road shall take reasonable steps to inform any affected Users about any pricing errors on the website as soon as they are discovered.

5.6. Where Cotton Road advertises or promotes any goods or services offered at reduced prices, the price published on the website after the advert or promotion has been published or announced will be the price of the goods already reduced as advertised or promoted.

5.7. The costs of delivery and/or any other costs associated with any transaction will be displayed separately in the confirmation of the User's order before checkout.



## 6. Commencement of sale agreement and review of transaction

6.1. An agreement of sale will only come into effect when the User electronically submits a properly completed order for goods or services on the website and confirmation of that order is dispatched by Cotton Road to the User.

6.2. The addition of any goods or services by the User to their shopping basket without completing the necessary checkout process on the website will not constitute a valid order.

Users will always be given an opportunity to review the entire transaction and to correct any mistakes or to withdraw from the transaction before finally placing any order on the website. Should a User, due to a technical error or otherwise, not be afforded the opportunity to review any transaction, the User may cancel the transaction within 7 days after receipt of the goods. Users will have another 10 days after receiving Cotton Road Email confirmation of returning the Goods for delivering the product(s) to Cotton Road retail store . Users will be liable for any consequence caused when there is any delayed delivery of the returning Goods, Refunds may only be issued if the product(s) arrive at the original Cotton Road store in a resalable condition so please ensure care is taken when repacking the product(s).

6.3. If a transaction is cancelled as aforesaid, the User shall return the goods or stop using the services and Cotton Road shall refund all payments made by the User.

6.4. An order received via the website will only be processed by Cotton Road once payment has been authorised or received, as the case may be.

## 7. Payment

7.1. Payment for purchases made via the website can be made by credit card or electronic fund transfer (EFT) into Cotton Road's designated bank account, details of which are sent to the user when this payment option is selected.

7.2. In compliance with section 43(5) of the ECT Act, Cotton Road uses the services of PayFast (Pty) Ltd. to process credit card payments. PayFast (Pty) Ltd. For more information on PayFast (Pty) Ltd please visit <https://www.payfast.co.za>

7.3. Cotton Road does not process or store User's credit card details.

7.4. Where payment is made via EFT, confirmation of payment must be received by Cotton Road within 5 days from the date that an order is confirmed. No orders will be processed until confirmation of payment has been received.

7.5. Cotton Road reserves the right to request further information from a User in order to verify any order placed or for the processing of any payment due.



## 8. User's cooling-off rights in terms of section 44 of the ECT Act

8.1. A User will be entitled to cancel, without reason and without penalty, any transaction for the supply of goods within 7 days after the date of the receipt of the goods; or of services within 7 days after the date of the conclusion of the agreement.

8.2. The only charge that may be levied on the User is the direct cost of returning the goods.

8.3. If payment for the goods or services has already been made by the User, they shall be entitled to a full refund of such payment within 30 days of the date of cancellation.

8.4. A User will not be entitled to cancel a transaction in terms of clause 8.1 when the transaction is for:

foodstuffs, beverages or other goods intended for everyday consumption by the User;

audio or video recordings or computer software which has been unsealed by the User;

newspapers, periodicals, magazines and books;

accommodation, transport, catering or leisure services booked for a specific date or which need to be used within a specific period; or

- any goods made to the User's specifications, or which are clearly personalised, or which by reason of their nature cannot be returned, or which are likely to deteriorate or expire rapidly.

## 9. Delivery

9.1. Cotton Road shall take all reasonable efforts to ensure that goods or services ordered by Users are delivered within a reasonable time and in good order. However, as Cotton Road is reliant on third parties to deliver goods and services ordered on the website to Users, it cannot guarantee delivery times.

9.2. Delivery time estimates are calculated from the date and time when the goods leave the Cotton Road warehouse, which is usually within one working day of an order being confirmed.

9.3. Deliveries are done on business days only. Weekend and after hours deliveries are subject to an additional surcharge and may be organised by special request only (this option is not available online, the User may phone the Cotton Road customer support team to organise).

9.4. Cotton Road will not be responsible for any loss or delays caused by delayed or non-delivery resulting from incorrect delivery information being given by the User during the checkout process.



9.5. Delivery charges presented during the order checkout process are final. Delivery charges provided anywhere else on the website are for estimate purposes only and are subject to change at any time without notice.

9.6. In terms of section 46(1) of the ECT Act, Cotton Road must execute an order within 30 days after the date on which an order placed by a User has been confirmed, unless an alternative delivery date has been specifically pre-arranged and agreed upon between Cotton Road and the User.

9.7. If Cotton Road fails to execute any order within the 30 day period, or within such other period that has been specifically agreed to with the User, the User may cancel the agreement with 7 days' written notice to Cotton Road, and Cotton Road shall refund the full amount received from the User.

9.8. Apart from any liability that may arise in terms of clause 9.7, Cotton Road shall not otherwise be liable for any direct or indirect loss of whatsoever nature sustained by any User as a result of the late or non-delivery of any item ordered which is not due to any fault on the part of Cotton Road.

9.9. Standard Delivery takes 2 to 3 days to major centres and 3 to 6 days to regional areas. Herewith the estimated costs;

- Total quantity < 5 pieces --- All areas in South Africa- R95.00
- 5 < Total quantity < 15 pieces --- All areas in South Africa- R120.00
- 15 < Total quantity < 30 pieces --- All areas in South Africa- R140.00

9.10. Orders not yet dispatched from the Cotton Road warehouse may be cancelled by the User by emailing Cotton Road at [service@cottonroad.co.za](mailto:service@cottonroad.co.za) or calling the office, and will be refunded without additional cost. Cancellations done after the order has been dispatched will be subject to the Cotton Road [Returns Policy](#).

## 10. Quality standards and safety

10.1. Cotton Road shall take all reasonable efforts to ensure that goods sold on the website are:

Reasonably suitable for the purposes for which they are generally intended;

of good quality, in good working order and free of any defects;

useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and

compliant with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993), or any other public regulation.

10.2. Subject to clause 10.5, if any goods sold by Cotton Road do not comply with any of the requirements and/or standards set out in clause 10.1, the User may, for a period of 6 (six) months after the delivery of any such goods, return the goods to Cotton Road, without penalty and at Cotton Road's own risk and expense.

10.3 Upon the return of any goods by the User in terms of clause 6.8, Cotton Road shall, at the direction of the User, either repair or replace the failed, unsafe or defective goods, or refund the



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price paid by the User for the goods.

10.4 If goods are repaired by or on behalf of Cotton Road and, within (3) three months after that repair, the failure, defect or unsafe feature has not been remedied; or a further failure, defect or unsafe feature is discovered in the goods, or any component thereof, Cotton Road must replace the goods or refund the price paid for the goods to the User.

10.5. Cotton Road shall not be liable to the User in terms of clauses 10.2 and 10.4 if:

- the goods were altered by or on behalf of the User contrary to instructions given by Cotton Road and/or the manufacturer of the relevant goods;
- the goods comply with a public regulation;
- the unsafe product characteristic, failure, defect or hazard did not exist in the goods at the time they were supplied to the User;
- the User did not comply fully with instructions given to him or her for the use or consumption of the relevant goods;
- it would be unreasonable to expect Cotton Road to have discovered the unsafe product characteristic, failure, defect or hazard, having regard to its role in marketing such goods to Users.

10.6. Should a User wish to purchase goods for a particular purpose, the User must specifically inform Cotton Road in writing of that particular purpose, or advise Cotton Road in writing of the use to which the User intends to apply to goods purchased from the website. Cotton Road reserves the right to refuse to sell certain goods to a User which Cotton Road believes, in its sole discretion, does not meet the particular purpose for which the User wishes to purchase such goods.

10.7. Where Cotton Road has expressly informed Users that particular goods advertised on the website for sale are in a specific condition and a User has agreed to purchase the goods in that condition, or the User has knowingly acted in a manner consistent with accepting the goods in that condition, then Cotton Road will not be held liable for any defects or shortcomings in such goods which are normally associated with the specific condition that the goods were sold in.

10.8. Any complaints regarding the standard and quality of the product or products bought by consumers through the website should be directed to Cotton Road at [service@cottonroad.co.za](mailto:service@cottonroad.co.za)



## 11. Limited or no stock

11.1. If Cotton Road is unable to perform in terms of the agreement on the grounds that the goods or services ordered are no longer available, Cotton Road shall immediately notify the User via email of this fact and/or shall publish such notice on the website.

11.2. Any payments already made by the User for goods that are no longer in stock or that cannot be delivered by Cotton Road will be refunded to the User within 30 days after the date of such notification.

## 12. Refund Policy

12.1. Should a User be eligible for a refund in accordance with these terms and conditions, the User shall receive a full refund through an electronic funds transfer into a nominated bank account.

12.2. In the event that the User selects to receive a refund for any order that has been cancelled, the User will receive a full refund of the purchase price within 30 days of the date of cancelling this agreement.

## 13. Returns Policy

13.1. The Cotton Road Returns Policy is listed below:

Users will be liable in terms of section 44(2) of the ECT Act for the direct costs of returning the Goods, such as courier and/or shipping charges.

13.2. No goods may be returned by the User without prior approval and arrangement with Cotton Road. This can be done through [service@cottonroad.co.za](mailto:service@cottonroad.co.za)

13.3. Where goods are to be returned at the User's own expense, the User may elect to deliver the goods either directly to the Cotton Road warehouse in person or through the use of a suitable courier company.

## 14. Governing law

14.1. The law applicable to this agreement, its interpretation and any matter or litigation in connection therewith or arising therefrom will be the law of the Republic of South Africa.

## 15. Dispute resolution

15.1. Any dispute which may arise between any parties to this agreement shall be referred to arbitration and resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator.



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15.2. The arbitrator shall be agreed upon between the parties and failing such agreement, and within a period of ten (10) days after the arbitration has been demanded by the parties, any party to such dispute shall be entitled to request the chairperson for the time being of AFSA to make the appointment who, in making the appointment, shall have regard to the party's requirement of speedy arbitration.

15.3. Nothing in this clause shall preclude a party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the arbitrator.

15.4. The arbitration shall be held in Johannesburg at a venue agreed to between the parties in writing, and shall be conducted in English and completed as soon as practically possible.

15.5. The parties irrevocably agree that any award that may be made by the arbitrator shall be final and binding, and may be made an order of any Court to whose jurisdiction the parties are subject.

## **16. Amendment of these terms and conditions**

16.1. Cotton Road reserves the right, at any time, to amend any of the terms and conditions set out herein.

16.2. An updated version of this agreement containing any amended or new terms and conditions will be posted on the website from time to time.

16.3. Any amendment made to this agreement shall become binding and enforceable from the date of publication.

16.4. The User agrees that it is their responsibility to peruse any amended version of this agreement when accessing the website and placing any order.





16.5. If the User objects to any amendment which is binding on them or which may become binding on them, the User must stop accessing and using the website immediately and should not place any orders.

## 17. Termination of this agreement

17.1. In the event of a breach of any of the terms and conditions of this agreement by either party, then the other party shall have the right, without prejudice to any other rights it may have at law, including the right to claim damages:

- to enforce the relevant provisions of this agreement, and to claim payment of any amounts due, owing and payable immediately, or
- to cancel this agreement.

17.2. In the event of any breach by either party, and the other party instructs its attorneys to make demand and/or to institute legal proceedings, then in either such event, the party in breach shall be obliged and agrees to pay on demand all legal costs and disbursements so incurred including, particularly, all costs as between attorney and client, it being the intention that the aggrieved party shall not incur any liability whatsoever for any legal expenses as a result of a breach by the other.

## 18. General

18.1. Users may not cede, sub-license or otherwise transfer any rights they may have under this agreement or which may otherwise have been obtained through the use of this website.

18.2. In the event of any part of this agreement being found to be partially or fully unenforceable, for whatever reason, this shall have no effect on the application or enforceability of the rest of this agreement.

18.3. This agreement, or any of the terms and conditions contained therein, as amended from time to time, contains the record of the entire agreement between the User and Cotton Road.

18.4. Failure to enforce any provision of these terms and conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.

THE USER EXPRESSLY ACKNOWLEDGES THAT THEY HAVE READ THESE TERMS OF SERVICE OF SALE AND UNDERSTANDS THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY PLACING AN ORDER WITH COTTON ROAD ON THE WEBSITE AND/OR CONTINUING TO USE THIS WEBSITE, THE USER EXPRESSLY CONSENTS TO BE BOUND BY THESE TERMS AND CONDITIONS OF SALE.

**These terms and conditions were last updated on 09 September 2017 and this version supercedes all previous versions published on the website before this date.**