

4. Terms and Conditions of Use for the Website

4.1. INTRODUCTION

Welcome to the Website, owned and operated by the Company. These Terms and Conditions of use set out the terms that regulate the use of the Website by the user.

4.2 DETAILED DESCRIPTION OF GOODS AND/SERVICES

Enviromall (Pty) LTD is a packaging company in the Food and Beverage industry that markets eco friendly products to both wholesaler and end users

4.2 SHIPPING POLICY

4.2.1 DELIVERY TIME

Subject to availability and receipt of payment, orders will be processed within one working day and confirmed by way of email
If you live in Gauteng or a major city such as Durban, Bloemfontein, Nelspruit etc, your order should be delivered within 24 hours once shipped
If you live in a major city in the Eastern or Western Cape, your order should be delivered within 48 hours once shipped
If you live in an outlying area, your order can take from 72 hours to a week to be delivered.
Delivery may be undertaken by one of our courier partners.

Please note: We will not be held responsible, if for reasons outside of our control, the delivery is delayed.

4.2.2 DISPATCH TIME

Orders received Monday to Friday before 12pm will be dispatched the next business day.
Order received from after 12pm on Friday to Sunday will be dispatched on the following Monday.
Orders received over public holidays will be dispatched the first working day that follows the public holiday. I.e., A public holiday falls on Friday – the stock will be dispatched on the Monday

Cost of Delivery is free for all orders over R1 500. Any amount under this will be billed at R99 for main centres and R230 for outlying areas.

4.3. RETURN/REFUND POLICY

The provision of goods and services by Enviromall (Pty) LTD is subject to availability. In cases of unavailability, Enviromall (Pty) LTD will refund the client in full within 30 days. Cancellation of orders by the client will attract a 15 % administration fee.

To be eligible for a return, clientele must log a return to sales@enviromall.co.za within 30 days of stock being received. The stock needs to be sealed, unused and in the same condition you received it. The items should also be in the original packaging. Opened, damaged or incomplete packs will not be accepted back

Once the items have been received by our facility, we will inspect the items and notify you of the status of your refund.

4.4. ONLINE ORDER PAYMENT PROCESSING

4.4.1 PAYMENT OPTIONS ACCEPTED

Payment may be made via Visa, MasterCard, Diners or American Express credit cards or by bank transfer into the Enviromall (Pty) LTD bank account, the details of which will be provided on request

4.4.2 CREDIT CARD ACQUIRING AND SECURITY

Credit card transactions will be acquired for Enviromall (Pty)LTD via PayFast and/or Adumo Online. PayFast and Adumo Online use the strictest form of encryption and no credit card details are stored on the website. Users may go to www.payfast.co.za and <https://adumo.com/> to view their security certificate and security policy.

4.4.3 CUSTOMER DETAILS SEPARATE FROM CARD DETAILS

Customer details will be stored by ENVIROMALL(PTY) LTD separately from card details which are entered by the client on PayFast and Adumo Online's secure site. For more details, refer to www.payfast.co.za and <https://adumo.com/>

4.4.4 MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

4.4.5 RESPONSIBILITY

ENVIROMALL(PTY) LTD takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods

4.5. ACCEPTANCE OF TERMS

These Terms take effect as soon as you access the Website and is a binding agreement between the Company and yourself. The current version of these Terms will govern both the Company's and your rights and obligations each time you access this Website. If you do not agree with any provision contained in these Terms, you must immediately stop using the Website. Your failure to do so, and your continued use of the Website, will mean that you have read, understood, and agree to the provisions of these Terms.

4.6. USE OF THE WEBSITE

By accessing the Website, you warrant that your use of the Website is for lawful purposes, you are over 18 years of age, and you can legally conclude an agreement with the Company.

You further warrant that you will not contravene any South African or international laws by using the Website, any services offered on the Website, or any information provided to you by the Company through your use of the Website. Except as expressly authorised by these Terms, you may not use, alter, copy, distribute, or transmit any content contained on this Website.

4.7. USE OF INFORMATION

The Company conducts its business in accordance with South African legislation applicable to its business. One aspect of such legal compliance relates to data protection. The Company values the privacy of your information and will protect your personal information in accordance with laws and regulations. This includes the Protection of Personal Information Act no 4 of 2013 (POPIA).

By using the Website, you acknowledge, agree and consent to the Company and our suppliers, or any person authorised on our behalf, using your personal information, for any purpose necessary for you to use the Website, or for the Company to render any service to you via the Website.

4.8. AMENDMENT OF TERMS

The Company reserves the right to amend these Terms at any time. Whenever the Company concludes any amendments to these Terms, the amended Terms will be posted on this page, together with an indication at the bottom of the page as to the date upon which the Terms were last revised. You agree to review these Terms for any such amendments whenever you visit the Website. Should you not agree to any amendments to these Terms, you must immediately stop using the Website.

4.9. CONTENT OF USERS (If applicable)

There are certain areas on the Website that allow users of the Website to upload questions, data, and other information. As a user, you are responsible for the content that you upload, display, and add to the Website. The Company will not review any user content.

You agree not to add any user content that contains any information that is not legally permitted, you do not have a right to make available under any law, or under contractual relationships and you know is incorrect. You agree that any user content that you add to the Website does not violate any third-party rights.

4.10. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

For purposes of these Terms, Intellectual Property Rights means all intellectual property rights including, patents, designs, copyright, trademarks, trade secrets and know-how, applications and registrations, renewals, and extensions.

Unless the contrary is specified in these Terms, all content contained on the Website, or incorporated or embedded in any service offered on the Website, including software, images, text, graphics, illustrations, logos, branding, photographs, and all Intellectual Property Rights in such content, belongs exclusively to the Company. You agree that you will at no time lay claim to the Company content, and to any Intellectual Property Rights subsisting in such content.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license to any Intellectual Property Rights belonging to the Company, and you agree that you will not:

- Modify, port, translate, localise, or create derivative works of the Company content.
- Decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques or algorithms contained or incorporated in any Company content.
- Disclose any of the Company content.
- Sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute the Company content.

- Knowingly take any action that would cause any of the Company content to be placed in the public domain.

You understand and acknowledge that you may be exposed to user content that is inaccurate, misleading, and offensive. You agree that the Company will not be liable for any damages you allege to incur because of exposure to such user content.

4.11. DISCLAIMER OF WARRANTIES AND LIABILITIES

The Company does not make any warranties, statements, or guarantees, regarding the Website and any services offered on the Website. These are provided on an "as is" basis. Use of the Website, any Company content and any service offered is entirely at your own risk.

The Company makes no warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of any of the foregoing. The Company does not take any responsibility for any errors, omissions or inaccuracies on the Website, the content and any service that may be offered.

Neither the Company nor its shareholders, directors, or employees (Indemnified Parties), shall be responsible for any loss, harm, damage, and expense which may be suffered by you or any third-party, which may be attributable to your access and use of the Website, or any information contained on or received via the Website. The Indemnified Parties shall not be liable for any loss of business, data or profits, failure, or unavailability of the Website for any reason, and failure by any third-party service provider to render any service which are necessary to ensure the availability of the Website.

You hereby indemnify the Indemnified Parties against any loss, liability, harm, damage, or expense which may be suffered by you or any third-party because of or which may be attributable to any of the above.

4.12. INDEMNITY

In addition to the warranties and indemnities set out above, you hereby agree to hold harmless the Indemnified Parties from any claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from:

- Your violation of any provision of these terms.
- Your violation of any third party right including any Intellectual Property Right, or other property or privacy right.
- Any claim that the user content caused damage to a third-party.

4.13. EXTERNAL LINKS

External links may be provided for your convenience; however, the Company makes no representations whatsoever about any third-party Website or its content. Use of any external links provided is entirely at your own risk. It is your responsibility to ensure that you obtain all relevant information and that you read the privacy and security policy displayed on any third-party Website. The Company has no control over such third-party websites and will not be liable for any loss or damage that you may suffer, because of your use of third-party websites.

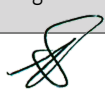
4.14. GOVERNING LAW

These Terms shall be governed in accordance with the laws of the Republic of South Africa, and you hereby submit to the jurisdiction of the South African courts. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable by a competent court in the Republic of South Africa, then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

4.15. VARIATION

ENVIROMALL(PTY) LTD may, in its sole discretion, change this agreement or any part thereof at any time without notice.

4.16. INTERNAL DOCUMENT APPROVAL

Information Officer Name	Signature	Date
NATALIE LARKINS		30/06/2021

4.17. DOCUMENT VERSION CONTROL

Version	Date	Summary of Changes
2	18/01/2022	Amendment to ONLINE ORDER PAYMENT PROCESSING

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