

TERMS & CONDITIONS

Please take a moment to read through the terms and conditions carefully before using this website. When you are using this website you acknowledge that you have read and agreed to the Terms and Conditions.

1. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights on this website embodied in any images, logos or other material are owned and/or licensed by RE Supplements (Pty) Ltd.

2. INDEMNIFICATION AND DISCLAIMER

The information provided on this website is for informational purposes only and should not be a substitute for advice provided by a physician or any healthcare practitioner. The user should consult with a healthcare practitioner before considering to start a diet, exercise plan or supplement program.

RE Supplements (Pty) Ltd does not endorse the advertising of products and/or services and other promotional material from third parties that may appear on this website. Reliance on information contained in any material from a third party will completely be at the user's own risk.

This website is provided on an "as is" basis and the use of this website is at own risk. All users agree to indemnify and hold harmless RE Supplements (Pty) Ltd against any liability, loss, damage or expense (including reasonable attorneys' fees) incurred or imposed upon RE Supplements (Pty) Ltd in connection with any claims, suits, actions, judgments or demands resulting from the use of this website.

RE Supplements (Pty) Ltd makes no representations or warranties of any kind whether expressly or implied, that, among others, the content of this website are free from errors or omissions and that the service will be uninterrupted.

RE Supplements (Pty) Ltd shall not be seen as having waived, or prevented from exercising any rights under this agreement by reason that we have provided indulgence to you or we fail to exercise or delay exercising any right we may have.

3. TYPOGRAPHICAL ERRORS

In the event a product is listed at an incorrect price due to a typographical error or error in pricing information received from our suppliers, RE Supplements (Pty) Ltd reserves the right to refuse or cancel any orders placed for product(s) listed at the incorrect prices. RE Supplements (Pty) Ltd shall have the right to refuse or cancel such order whether or not the order has been confirmed.

4. DESCRIPTION OF GOODS AND SERVICES

RE Supplements (Pty) Ltd is a business in the retail industry that supplies sporting supplements.

5. DELIVERY POLICY

Subject to availability and receipt of payment, orders will be processed within 2 days and delivery confirmed by way of automated e-mail which will include an order number. The order will be delivered by courier to the address indicated by the user.

The abovementioned delivery periods are of an indicative nature only. However, should any order not be delivered within 30 days of confirmation, the user will be entitled to cancel the order with no additional costs, and the user shall be refunded in full.

Delivery need not be effected on the user personally in order for RE Supplements (Pty) Ltd to prove delivery of an order, but on any person at the provided delivery address who signed on behalf of the user.

All prices of products on this website are excluding delivery costs. Delivery costs will be added separately when settling the order and may change from time to time and for each order.

6. EXPORT RESTRICTIONS

The offering on this website will be available to South African clients only.

7. RETURN AND REFUND POLICY

The provision of goods and services of RE Supplements (Pty) Ltd are subject to availability. In cases of unavailability, RE Supplements (Pty) Ltd will refund the client in full within 30 days.

Products which are defective, damaged or faulty upon delivery will be exchanged on condition that the products are returned in its original packaging and includes all contents and accessories. The request to return damaged or faulty products must be lodged with RE Supplements (Pty) Ltd within 7 days of receipt. If, after diligent inspection we agree that the product is damaged or faulty, the product will be replaced or refunded within 30 days of receipt of returned product with no additional cost to the user.

If an incorrect product has been delivered to the user, RE Supplements (Pty) Ltd will replace or refund the product with no additional cost to the user.

Cancellation of an order after receipt shall only be allowed if the product is unopened and in its original packaging. Cancellation of orders by the user in this instance will attract a 10% handling fee and relevant delivery fees.

8. PRICES

All prices displayed on this website are inclusive of 15% VAT unless otherwise stated.

9. **CUSTOMER PRIVACY POLICY**

RE Supplements (Pty) Ltd shall take all reasonable steps to protect the personal information of our users. For the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

The PAIA may be downloaded from:

http://www.polity.org.za/attachment.php?aa_id=3569

10. **ACCEPTED PAYMENT OPTIONS**

Payment may be made via Visa or MasterCard only.

11. **CARD ACQUIRING AND SECURITY**

Card transactions will be acquired for RE Supplements (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Locket Layer 3 (SSL3) and no card details are stored on the website.

Users may go to www.paygate.co.za to view their security certificate and security policy.

12. **CUSTOMER DETAILS SEPARATE FROM CARD DETAILS**

Customer details will be stored by RE Supplements (Pty) Ltd separately from card details which are entered by you on DPO PayGate’s secure site.

For more detail on DPO PayGate refer to www.paygate.co.za.

13. MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.

The transaction currency is South African Rand (ZAR).

14. COOKIES

This website uses cookies to identify the device you are using to access our website.

15. COUNTRY OF DOMICILE

This website is governed by the laws of South African and RE Supplements (Pty) Ltd nominates 7 Krige Road, Stellenbosch, Western Cape as its *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notice or other documents or communication of whatsoever nature.

16. VARIATION

RE Supplements (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice. Any changes are effective immediately upon posting to this website.

17. AGREEMENT OF SALE AND TERMINATION

Placing product in a shopping cart does not constitute an order and therefore RE Supplements (Pty) Ltd will not be held liable if the price or availability of the particular product changes during the checkout process. When a user places an order with RE Supplements (Pty) Ltd it constitutes merely an offer to purchase and an agreement of sale has not yet been concluded. Only once RE Supplements (Pty) Ltd dispatches the user's order the offer is accepted and an agreement of sale concluded.

RE Supplements (Pty) Ltd reserves the right to refuse to accept an order without reason.

RE Supplements (Pty) Ltd reserves the right to refuse service and/or terminate accounts without prior notice if a user violates the Terms and Conditions.

18. **COMPANY INFORMATION**

This website is run by RE Supplements (Pty) Ltd based in South Africa trading as Pique Performance and with registration number 2015/285912/07 and Gabriel Le Roux Conradie as Director.

19. **RE SUPPLEMENTS (PTY) LTD CONTACT DETAILS**

Physical Address: 7 Krige Road, Stellenbosch, Western Cape, 7600.

E-mail Address: info@piqueperformance.co.za

Telephone Number: +27 21 808 1441