

Standard Terms and Conditions of Purchase

1. The standard terms and conditions provided in this document shall apply as between the Company and the Client in all agreements for the sale of products or in any quotation in relation to the sale of products.
2. The following definitions shall apply to these terms and conditions:
 - 2.1 "Client" means the person which purchases products from the Company, or which receives a quotation or proposal from the Company in relation to the sale of products;
 - 2.2 "Company" means Oh So Exciting Parties cc, trading as Oh So Exciting, registration number: 2008/083948/23;
 - 2.3 "products" means all and any products that the Company offers for sale; and
 - 2.4 "quotation" means a quote for the supply of products issued by the Company to the Client, listing the ordered products, relevant pricing, postage and/or courier services fees, where applicable.
3. These terms and conditions apply to all contracts for the sale of products, whether or not such sales are pursuant to orders by telephone, fax, e-mail or completed order forms on the Company's website, and supersede any terms and conditions specified by the Client or contained in any Client documentation. The Company reserves the right to make changes to the terms and conditions set out herein from time to time as and when it may become desirable to do so in order to address new issues or information that may arise. Such updating, amendment or changes may be made without notice to the Client and the Client is urged to ascertain on a regular basis whether any such changes have been made. Should the Company have posted amendments or changes as aforesaid; the Client will be deemed to have agreed to such new terms and conditions by any subsequent placement of orders.
4. Invoicing and payment shall be in accordance with the pricing indicated in an accepted quotation as per clause 6 below. Unless otherwise stated, all prices and charges are exclusive of VAT.
5. The Company reserves the right to cancel an order at any time. Product prices may be adjusted by the Company without prior notice to the Client, including but not limited to; as a result of any changes in manufacturer/supplier charges to the Company in respect of those products.

6. All quotations given by the Company shall be valid for 7 (seven) days, unless otherwise specified in such quotation. All and any contracts for the sale of products shall be constituted only upon acceptance in writing, by fax or e-mail, by the Client of the quotation within the aforesaid quotation validation period. Upon Client's acceptance of the quotation, the Client shall make payment to the Company within 5 (five) days after the Company has invoiced the Client. Should payment not be made within the aforementioned timeframe, the Company's offer in terms of the quotation shall lapse. Orders will only be processed once full payment is received from the Client.
7. The Company reserves the right to deliver products ordered as and when the products are made available to the Company. Time is not of the essence for the delivery of the products although, generally, deliver/postage can be anything from 5 (five) to 14 (fourteen) working days. In the event that an item is out of stock or discontinued, the Company will inform the Client within 24 (twenty-four) hours of the order being placed.
8. The Client is responsible for supplying the Company with the correct delivery address. The Company will not be held liable for any loss or damage suffered by the Client as a result of non-delivery due to incorrect information provided to the Company. Should products be returned to the Company, the Client will be responsible for the payment of any postage, courier service and/or handling fees for delivery to the correct address.
9. The Company's maximum liability for any single claim for direct damages arising out of a contract for the sale of products will not exceed an amount equal to the amount paid and due to be paid to the Company by the Client in respect of the quotation giving rise to such claim. Subject to the aforesaid; the Company shall not be liable under any circumstances for any indirect, consequential or other loss or damage, sustained by Client as a result of non-delivery of products or late delivery of the products or due to any other cause whatsoever.
10. Notwithstanding anything to the contrary herein contained, ownership in and to the products sold shall only pass to Client upon the full purchase price therefore having being paid.
11. All risk in and to the products shall pass to Client from the moment that the products are dispatched from and leaves the Company's site or supplier warehouse.
12. Client shall not be entitled to return any products to the Company without the Company's express consent and provided Client complies with the applicable provisions of clauses No claim in respect of shortages or damage to products sold shall be entertained unless made in writing, by fax or e-mail, and received by the Company within 7 (seven) days from date of delivery of product. In the event of material defects or shortages in products proved to the Company's satisfaction, and upon being properly notified, the Company shall, at its option and provided that the Company is able to receive the same undertaking or commitment from

the manufacturer or supplier: and Should products be defective or not conform to specifications such products may be returned within 30 (thirty) days of the date of invoice, provided that any products returned after 7 (seven) days but within 30 (thirty) days of date of invoice will be subject to a 15% (fifteen per cent) handling fee. Any products returned more than 30 (thirty) days after date of invoice will not be accepted back under any circumstances. below. The Company shall be entitled (in its discretion) not to accept any products returned if they are not in original condition and complete with all manuals, accessories, et cetera.

13. No claim in respect of shortages or damage to products sold shall be entertained unless made in writing, by fax or e-mail, and received by the Company within 7 (seven) days from date of delivery of product. In the event of material defects or shortages in products proved to the Company's satisfaction, and upon being properly notified, the Company shall, at its option and provided that the Company is able to receive the same undertaking or commitment from the manufacturer or supplier:
 - 13.1 Either exchange products for similar products; or
 - 13.2 Take back such products and refund the purchase price therefor.
14. Should products be defective or not conform to specifications such products may be returned within 30 (thirty) days of the date of invoice, provided that any products returned after 7 (seven) days but within 30 (thirty) days of date of invoice will be subject to a 15% (fifteen per cent) handling fee. Any products returned more than 30 (thirty) days after date of invoice will not be accepted back under any circumstances.
15. Where the manufacturer or supplier of products sold to Client gives warranties to the Company, the Company will give to Client the same warranties, with equivalent disclaimers and limitations of liability, in respect of those products. Save as aforesaid, the Company gives no warranties or undertakings to Client whatsoever with regard to products, and all implied or residual warranties, including without limitation, the warranties of 'fitness for a particular purpose' and 'merchantability' are hereby disclaimed and excluded. If any of the foregoing is not fully enforceable as a result of current legislation, the remainder shall nonetheless continue to apply.
16. Unless agreed by the parties to the contrary, copyright and all other intellectual property rights ("intellectual property") whatsoever in all quotations, proposals and documents furnished by the Company in or in relation to the sale of products are and shall remain at all times vested in the Company, or its manufacturers and suppliers. Client shall do all such acts and things as may be reasonably required for the purpose of preserving or perfecting such vesting and shall use such intellectual property only strictly in accordance with Client's contractual rights and

entitlements. Client shall not use such intellectual property for any other purpose. In the event that Client does not accept any Company quotation or proposal, Client shall return all intellectual property to the Company upon the Company's instance and request.

17. The information supplied to the Company by the Client will never be shared with anyone for any purpose whatsoever, save for the purpose of contacting the Client regarding an order, delivery thereof to the address provided by the Client and any other reason necessitating correspondence with the Client regarding the product to be provided by the Company.
18. No waiver or abandonment by either party of any of its rights in terms of these terms and conditions shall be binding on that party, unless such waiver of abandonment is in writing and signed by the waiving party.
19. If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall not invalidate the remaining provisions of these terms and conditions.
20. These terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.