

Terms and Conditions

Use of website

For the purpose of this document, "Company" shall mean, Oh So Exciting Parties cc, trading as Oh So Exciting, registration number: 2008/083948/23.

This site may be used only to browse the content thereof and make legitimate purchases. This site may not be used for any other purpose of reason but for the aforementioned.

The materials contained in this site, and the site as a whole may be subject to applicable copyright or other intellectual copyright laws. The content of this site and the site may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed or used in any manner when not authorised to do so. Deep-linking, embedding or using comparable technology is strictly prohibited.

The information on this website is intended to provide general information on a particular subject/s and is not an exhaustive treatment of such subject/s.

It is the sole responsibility of the user to satisfy itself prior to accessing this website that the website will meet the user's individual requirements and be compatible with the user's hardware and/or software. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of the Company or any legal entity in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

Visitors agree to use the website only for lawful purposes and are prohibited from posting on the website any unlawful, harmful, threatening, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

Information Subject to Change

Any information on this website may include technical inaccuracies or typographical errors. Furthermore, the information may change from time to time without any notice.

While every reasonable effort is made to maintain current and accurate information on this site, the Company accepts no responsibility for any errors or omissions on these pages or any site to which the site pages link, or for direct or indirect damage as a result of the usage or quoting the content on the site or the information delivered or not delivered. The Company makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this site are free from errors or omissions or that the service will be 100% uninterrupted and error free or will meet any particular criteria of performance or quality. This site is provided "as is". The Company expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy and makes no express or implied representations or warranties regarding the content of the website and that the website has been compiled or supplied to meet the user's individual requirements. Users are encouraged to report any possible errors, malfunctions or offensive material to the Company.

The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. The Company or any of the legal

entities in respect of which information is contained on this site, or employees of the Company or such entity, will not be liable for any direct, special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use or inability to use this website or the services or content provided from and through this website. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

Certain links in the web server may lead to resources maintained by third parties over whom the Company has no control. The Company makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources. Where appropriate, such external links have been provided for the user's convenience. The Company is not responsible for the content or reliability of linked websites and does not necessarily endorse the view expressed within them. Listing shall not be taken as endorsement of any kind. The Company cannot guarantee that these links will work all of the time and has no control over the availability of the linked sites or pages.

The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions Act 25 of 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to the Company via this website. Any communication or data message that a user sends to the Company will be regarded as having been received by the Company when receipt is acknowledged in writing. If the user does not receive a response within a reasonable period of time, the user should follow it up with the Company. The Company shall not be liable for any failure to respond.

The Company reserves the right to make changes to the terms and conditions of use 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 user and the user is urged to return to this page on a regular basis to ascertain whether any such changes have been made.

Should the Company have posted amendments or changes as aforesaid, the user will be deemed to have agreed to such new terms and conditions of use by any subsequent use of this website.

Should the user not wish to be bound by the aforesaid changes, the user agrees and accepts that its intention will be known by refraining from further using of this site.

These terms and conditions of use, as may be amended from time to time, will be exclusively governed by, and construed in accordance with the laws of the Republic of South Africa, whose courts will have exclusive jurisdiction in any dispute.

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.