

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. Definitions

<u>The Following expressions</u>	<u>Shall mean</u>
“JUST LABELS”	“Just Labels cc”
“THE CUSTOMER”	“Person or company designated as the receiver of the goods”
PAIA	the Promotion of Access to Information Act 2 of 2000 (PAIA). <a href="#">Protection of Personal Information Act (www.gov.za)</a>

### 2. Description of goods and services

2.1 Just Labels is a business in the printing industry that offers bespoke printed labels and products

### 3. Order Process

3.1. Orders may be placed by one of the following processes.

- 3.1.1 Electronic order via website [www.justlabels.co.za](http://www.justlabels.co.za)
- 3.1.2 By e-post to: sales@justlabels.co.za
- 3.1.3 By facsimile transmission to (031) 266 4694.

3.2 Any order will be of no force or effect unless received by Just Labels in accordance with one of these processes. Just Labels will not accept telephone orders and furthermore Just Labels will not process an order unless Just Labels has received payment, as provided for in paragraph 4 below.

3.3 Orders will be completed once Just Labels has received the order in accordance with the provisions of 3.2 above and it shall not be necessary for just labels to confirm receipt of the order. Accordingly, whomsoever places the order waves the requirement that he or she be notified that the order has been accepted.

3.4 Just Labels reserves the right to refuse to accept and/or execute an order without giving any reasons, in which event, Just Labels may apportion any payment received to discharge any debt owed by that customer to Just Labels and, failing that, Just Labels shall refund such payment.

### 4. Price

4.1 Just Labels reserves the right to change the price of its goods from time to time, without notice. Just Labels will honour any order provided the tendered amount is equal to the published price prevailing on the day the order is placed.

4.2 Should Just Labels incur any extra expense owing to suspension of work or variation of work due to incorrect instruction or lack of instruction on the part of the customer resulting in incorrect interpretation or mistakes the likes of which Just Labels did not cause, all such extra expenses shall be paid by the customer upon invoicing.

### 5. Customer Privacy Policy

5.1 Just Labels shall take all reasonable steps to protect the personal information of the customer in accordance with PAIA and Just Labels will not share customer information with any third party.

5.2 Just Labels may use your personal information to communicate with you by SMS, email or WhatsApp, limited to the progress and delivery of your order or to keep you informed of promotions, product launches and competitions.

5.3 Cancellation of these service may be done at the time of placing an order, by contacting us directly or by unsubscribing by clicking the email unsubscribe link.

### 6. Payment

6.1 Just Labels must receive full payment before any order will be processed. No order will be of any force or effect until such time as Just Labels bank account has been finally credited with the amount due in terms of the order. The transaction currency is South African Rands.

6.2 Payment is to be effected by one of the following methods.

6.2.1 Electronic transfer to Just Labels cheque account no. 4077981100 at ABSA Pavilion branch, clearing code no 632005.

- 6.2.2 Direct deposit to the above account.
- 6.2.3 Credit card payment via Visa or Master card to the Just Labels' bank account via Paygate (Pty) Ltd, an approved payment gateway for all South African Acquiring Banks. DPO PayGate uses Secure Socket Layer 3 (SSL3) and no card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.
- 6.3 Card details are entered by the client on DPO PayGate's secure site and at no point are they visible to or stored by Just Labels. For more details visit [www.paygate.co.za](http://www.paygate.co.za).

## **7. Delivery**

- 7.1 Product distribution is selected by the customer at the time of ordering and may be done by collection from a collection point assigned by Just Labels' and selected by the client, or by special request of the customer a paid delivery service is requested, in which case an additional charge will be levied.
- 7.2 Just Labels will have discharged its delivery requirements from such time as the product has been dispatched from its premises in Westville or, in instances where the customer has specified another form of delivery, from such time as the goods leave Just Labels premises.
- 7.3 The risk to and in any goods shall pass to the customer from the moment that Just Labels has met its delivery requirements in accordance with the provisions of 6.2 above.
- 7.4 Just Labels will dispatch all orders to the customer within seven working days of confirmation of payment to Just Labels having been finally received.
- 7.5 The dispatch will be confirmed, along with relevant track and trace information, by electronic communication such as, SMS, WhatsApp and email on the day of departure from Just Labels.
- 7.6 **Export Restrictions** - The offer on this website is specifically for South African clients only. Export orders may be supported by special request.

## **8. Warranties and Disclaimers**

- 8.1 Subject to 7.2 below. Just Labels warrants that all goods will be free from defects in material and workmanship for a period of 6 months from the date of dispatch subject to the goods being stored, used and maintained in accordance with any relevant instructions supplied by Just Labels. No warranty claims will be entertained unless the customer notifies Just Labels in writing within 7 days of discovery of the defect.
- 8.2 This warranty does not apply when the goods have been subjected to misuse.
- 8.3 Just Labels disclaims any liability to any party in respect of any consequential damages or loss which that party may suffer as a result of any defect in the goods supplied or any other breach of Just Labels obligations in terms of this contract.
- 8.4 In the event that there is a shortage of goods received or any of the labels supplied are mis-spelt, the customer must notify Just Labels within fifteen working days of Just Labels having effected delivery in accordance with the provisions of paragraph 6 above, failing which notification, the customer will be precluded from any entitlement to bring any claim against Just Labels.
- 8.5 Just Labels shall not be held responsible or liable for failure to perform any of its obligations under this agreement owing to fire, flood, industrial dispute, accident or any other cause whatsoever that is beyond Just Labels' reasonable control.

## **9. Legal Proceedings**

- 9.1 In the event of there being any legal proceedings instituted then, in such event,
- 9.1.1 the parties consent to the jurisdiction of the magistrates' court of Durban
- 9.1.2 Service upon Just Labels of any process may be effected at:  
17 Westville Centre  
52 Norfolk Terrace

3629  
Westville  
KwaZulu-Natal

- 9.1.3 Service upon the customer or the person placing the order may be effected at the address where the goods were to have been consigned.
- 9.2 Just Labels will be entitled to recover interest on any amount due to it at 4% above the prevailing prime interest rate of ABSA Bank.
- 9.3 Just Labels will be entitled to recover its legal costs as between attorney and client.

## **10. Changes and amendments**

- 10.1 Just Labels reserves the right, in its sole discretion, to alter and/or amend the terms of this standard terms and conditions of sale without notice. The customer must, before placing any order acquaint himself or herself with the standard terms and conditions of Just Labels contract by visiting Just Labels' web site or by requesting a copy of the prevailing standard terms and conditions of sale.
- 10.2 Just Labels reserves the right to change and amend the prices and rates quoted on its website without any notice.
- 10.3 The standard terms and conditions of contract, as set forth herein, shall constitute the sole and exclusive terms of the contract concluded between the parties. No variation, amendment or waiver shall be of any force or effect unless it is either reduced to writing and signed by both parties or, in instances where the contract was amended in accordance with an e-mail or facsimile transmission, where the terms of such amendment alteration or waiver has been confirmed by both parties by e-mail or facsimile transmission.
- 10.4 Once an order has been placed and paid for by the customer, no cancellation or changes will be accepted without written agreement between Just Labels and the customer.

## **11. Intellectual property rights**

- 11.1 The intellectual property and copyright in any of the product related documentation supplied by Just Labels to the customer shall at all time remain vested in Just Labels. This shall include all drawings, specifications and technical documentation. The customer shall not make copies of such documentation without the prior written consent of Just Labels.
- 11.2 All content and data on this website including, but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to Just Labels and, as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this site are expressly reserved.

## **12. Linking and framing**

- 12.1 Any third party site may link to this website provided that such a link is directed at the home page of this website. It is expressly prohibited for any person, business, entity or website to link to any page other than the home page of this website, without the prior written approval of Just Labels.
- 11.2 It is expressly prohibited for any person, business, entity, or website to frame any page on this website, including the home page, in any way whatsoever, without the prior written approval of Just Labels.

## **13. Disclaimer**

- 13.1 This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy themselves that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 13.2 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Just Labels and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
- 13.3 Just Labels shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, Just Labels

makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free.

#### **14 Applicability and government law**

14.1 This website is controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this website and these terms and conditions.

#### **15 Contact information**

15.1 For questions, queries or permissions related to any part of this website, including, linking, framing, or searching, please contact us at: [info@justlabels.co.za](mailto:info@justlabels.co.za)