

ALCHEMY ELIXZAR

ONLINE SHOPPING TERMS AND CONDITIONS

Definitions

“we”, “us” and “our” refers to Alchemy Elixzar Our physical address is 8 Skaamrosie street, Protea valley and contact details are 072 624 6288

“you” refers to you, our customer, who buys from us online using a web browser.

1. GENERAL

These are the terms and conditions that apply when you buy products from us online (“Online Shopping Terms”).

2. ACCEPTANCE

When you buy products from us online, you agree to and accept all our terms and conditions. You also agree that Alchemy Lifestyle may send invoices to you electronically.

4. PRODUCTS AND PRICING

4.1 **Products subject to availability:** All products displayed on our website are subject to availability. If any products you ordered are not immediately available or are not available at all, we will let you know as soon as possible.

4.2 **Price:** The stated prices on our website are in South African Rand and are only valid and effective in South Africa.

4.3 **Display:** We will use our best efforts to accurately display the products, specifically regarding their colour, description and price. Please remember however that the way you see the products is also dependent on the device that you are using to access our website and we cannot guarantee that the products you receive, will look exactly as you have seen it.

4.4 **Orders:** Your transaction will only be completed and you will become the owner of the products:

- once we receive payment from you, and
- when the products that you have ordered have been delivered to you or when you have collected your products.

Once this happens the transaction is complete and you assume all risk and full responsibility for the products. We reserve the right to not process an order or to cancel an existing order (partially or completely) if there has been an error. Errors include the products no longer being available, incorrect price or description of the products. We will inform you of such errors as soon as we become aware of them. We will refund you the Rand value that you have paid, only if you have

already paid for the cancelled order. We will not be liable for any other loss or claim relating to a transaction based on any error.

5. DELIVERY AND COLLECTION

5.1 Delivery fee

We will charge a delivery fee for every order you place, which will be billed at checkout:

- R75 for any standard delivery which takes 24 to 48 working days,

5.2 On-site Collection

As a standard delivery option, you may choose to collect your order from the Alchemy Elixzar head office in Bellville, Western Cape instead of having it delivered. Please note that this option will not incur any packing or delivery charges. Available collection times will be communicated to you.

5.3 Additional delivery charges

Additional delivery charges (which will vary, depending on your delivery address) apply to outlying areas. Delivery fees may change at any time without notice to you. The delivery fee and any additional charges applicable to your order will be communicated to you and must be paid when you place an order.

5.4 Delivery

We will arrange for delivery to the delivery address that you provided to us. We are not responsible for any loss or unauthorised use of the products once we have delivered the products to the delivery address you have provided to us.

Our couriers deliver between 8H30 and 17H00 on weekdays (Monday to Friday, excluding public holidays) and within South Africa. Our ability to deliver is also always subject to certain factors, including the availability of the products and the supply of accurate delivery address details. You must ensure that we can access the place of delivery.

5.5 Delivery period

We will always do what is reasonably possible (but cannot guarantee that we will be able) to ensure that delivery happens on the agreed date. The delivery date is subject to change due to circumstances beyond our control. We will notify you should there be any delivery-related problems and we are unable to deliver on the agreed date. Once you receive this notification from us, you can decide whether you would like to cancel your order or not. We will refund you the Rand value you have paid if you decide to cancel your order.

5.6 Stock availability

We cannot guarantee the availability of stock, but will use reasonable efforts to ensure that stock is available. We will notify when products are no longer available after you have placed an order. We will refund you the Rand value for the products you have purchased. We rely on the information provided to us by our suppliers regarding the availability of their stock. We are not liable for any inaccuracies in the information supplied to us.

5.7 Accepting your delivery

If you are unable to accept the products yourself, please ensure that you or your authorised representative are available at the delivery address. If anyone other than you accepts delivery of the products at the delivery address, they are presumed to be authorised to accept the products on your behalf. On delivery we will require that you or your authorised representative sign for the products. This is to confirm that the products have been received. If no one is at the delivery address to accept delivery, we will contact you to arrange an alternative time. You will be charged additional delivery charges if we cannot deliver the products to you due to access problems or if you are not available when we deliver the products. If we are unable to deliver the products to you after two attempts, or should we deem it appropriate under the circumstances, we reserve the right to cancel your order, deduct charges we have incurred for failed deliveries or additional storage, and refund the balance due to you.

5.8 Inspecting the products

You must inspect the products when they are delivered to you. If you are satisfied that the products are in good condition and not damaged, you or your representative must sign the delivery slip, which will be proof that the products have been delivered in a good, undamaged condition. If the products are damaged in any way, you must note the reason for rejecting the products and the nature of the damage on the delivery slip, notify us immediately and not accept delivery of the products. If you do not note the reason for rejecting the products and the nature of the damage on the delivery slip, we are entitled to regard the products as if they were in good condition and not damaged when delivered to you.

5.9 Courier

We make use of courier services to deliver the products to you. We are not be liable for any damage suffered or any losses incurred arising out of any act or omission by the courier, its directors, employees, sub-contractors, agents or representatives. You agree that we may share your personal information with our couriers to enable them to deliver your products.

6. RETURNS AND GENERAL WARRANTIES

6.1 We hope that you will be happy with your purchases, however, if for any valid reason you are not completely satisfied we are happy to offer a refund, exchange or replacement on all products returned to us within 7 days of your receipt of products, provided that they are in their original, unopened unused and undamaged condition. We will consider the condition of the products being returned when making a refund. Please note that the return delivery costs will be for your own account

and it will not be reimbursed. Refunds are not available to you if you have received the products as a gift.

6.2 Our products are intended for external, personal use only and have not been tested for oral consumption, large scale or commercial use. Should you use our products in any manner other than indicated on the packaging, you do so entirely at your own risk.

7. CANCELLATIONS

You may in certain instances cancel your order. You can cancel your order before it is dispatched for delivery by notifying us via email. We can only process refunds once we have confirmed that the products have been returned to us. If cancellation of an order is initiated by us, no cancellation fees will be payable.

8. PAYMENT

8.1 We take reasonable steps to secure your payment information and we use a payment system that is sufficiently secure, with reference to accepted technological standards at the time of the transaction and the type of the transaction concerned. Transacting with us electronically (including transacting and using your credit card on our website) is safe and secure.

8.2 If you are paying by credit card, we will place a holding reserve of funds for the total cost of your online order. Final payment will only be processed on the finalisation of your order and prior to delivery. If your order will be delivered in more than one batch, we will take full payment at the first shipment. When you submit your order, you warrant that you are authorised to use the card and that there are sufficient funds to pay for the order. You consent to our use of the services of reputable and secure third party payment service providers in order to process credit card transactions and acknowledge that doing so necessitates the disclosure of your credit card information when you make a purchase.

8.3 In the event that you return products, it will take up to seven working days to process a refund and for it to reflect on your account.

9. PROMOTIONAL VOUCHERS

Your promotional voucher may only be used on full-priced merchandise and is only valid for the period displayed on the voucher. The voucher may not be used for the purchase of sale products, clearance or reduced price merchandise. Vouchers may not be used in conjunction with any other promotional offer or voucher. The voucher is non-transferrable and may not be refunded or exchanged for cash. The voucher can only be redeemed once. No interest will accrue to any unredeemed balance on the vouchers.

10. GENERAL

We are entitled to amend these online shopping terms and conditions, at our sole discretion, from time to time.

[Version date: 14/08/2019]