

Maths Educational Toys **AFRICA**



Terms and Conditions

May 2013



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Terms and Conditions

1. Website Ownership and Usage

www.mathedutoys.co.za (the "Website") is owned and operated by Maths Educational Toys Africa (hereinafter referred to as "META"), registration number: 2012/037561/07.

Visitors to the Website are bound by these terms and conditions (hereinafter referred to as "T&C").

If you do not agree to these T&C, please do not continue to use the website, however note that your continued use of the website will constitute acceptance of the T&C.

2. Force majeure

The Company shall not be liable for any loss or damage or injury of any kind or whether direct or indirect or consequential or otherwise resulting from any circumstances whatsoever beyond the control of the Company including (but without limitation) all riot civil commotion strike lock-out fire flood explosion requisitions and acts of God.

3. Waiver

No neglect delay or indulgence on the part of the Company in enforcing the terms and conditions of this contract shall constitute a waiver by the Company of any of its rights under these Conditions nor act as a bar to the exercise or enforcement thereof at any later time or times nor shall the acceptance by the Company of the return of the Equipment nor the re-possession of the Equipment by the Company constitute such a waiver.

4. Severability

If any of these Conditions or any part of any Condition is determined by any Court or Tribunal of competent jurisdiction to be illegal void or unenforceable such Condition or such part thereof such be deemed to be deleted from these Conditions from the date of such determination or such earlier date as the Court or Tribunal may order but in all other respects these Conditions will remain in full force and effect.

5. Notices

Any demand notice or other communication required to be given under these Conditions shall be in writing and shall be sufficiently served if delivered by hand facsimile transmission or prepaid registered or recorded delivery post addressed to the other party at in the case of the Company its registered office for the time being and in the case of the Customer at such address as is specified in the hire contract or sales invoice and any such demand notice or communication shall be deemed to have been served if delivered by hand on delivery or if sent by facsimile transmission at the time of successful transmission or if sent by prepaid registered or recorded delivery post 48 hours after posting.

6. Interpretation

The headings in these Conditions are for ease of reference only and shall not affect the construction of these Conditions.

7. Jurisdiction

These Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa and the User hereby submits irrevocably to the jurisdiction of the Republic of South Africa Courts.



8. Agreements of Sale

Placing a product in a shopping basket or adding it to a wish list without completing the purchase cycle does not:

- constitute an agreement of sale; and/or
 - constitute an order for such product,
- and as such, META may remove such product from the shopping basket or wish list if stock becomes unavailable and you cannot hold META liable if such product is not available when the purchase cycle is completed at a later stage.

An agreement of sale only comes into effect if and when:

- you electronically submit a properly completed order for one or more products in your shopping basket; and
- payment is either authorised, or received by META in its bank account

9. Termination of Sales & Cancellation of Orders

META reserves the right, for purposes of preventing suspected fraud, to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and META, in whole or in part, on notice to you.

10. Prices:

- The price of each product is displayed with the product listing. In the event of a sale or special offer, the discounted price is displayed.
- All transactions will be processed in South African Rands (ZAR).
- META endeavours to offer you competitive prices on current products; your total order price will include the price of the purchase plus any applicable sales tax and shipping charges (on the day of shipping). META reserves the right to change pricing at any time without prior notice.

11. Import Duties:

Import duties may be payable by recipients of goods in foreign countries. META does not know what import duties/levies may be payable and cannot calculate or estimate such costs. You are responsible for determining whether any such import duties/levies are payable and, if so, the amount thereof.

12. Payment options

• Credit card payments.

At the time of placing the order, the transaction details are presented to the bank and payment is collected immediately. If bank's authorisation is not obtained, the order will be cancelled.

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or return to the site at a later time to complete your order. Sorry for the inconvenience.

• Bank deposits & Electronic Funds Transfer (EFT).

One of the most widely used ways of sending money online. Once you have added enough items to your shopping cart proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load META as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. This should ensure speedy processing and delivery of your selected products.



13. Bank Details

Account Name: Maths Educational Toys Africa
Bank: First National Bank
Branch Name: Eastgate
Account Type: Cheque
Account No.: 62348696470
Branch No.: 250655

14. Direct Deposit

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on 086 266 1025 or e-mail a scanned copy to orders@mathedutoys.co.za to ensure your payment is confirmed and order is shipped.

15. Delivery of Goods

Delivery charges differ depending on a variety of factors, including product type, price, and weight, as well as whether delivery is to be made within, or outside, the borders of South Africa.

Domestic (South Africa) delivery is by SA Post Office unless you have selected the courier button when making the purchase; your delivery charge will be reflected as a separate line item on your invoice.

Goods to the following international destinations are sent as follows:

- Rest of African countries - delivery to a post office in such African country only; and
- All other countries - via airmail parcel post or via courier.

Delivery to the rest of Africa and all other countries usually takes 2 or 3 weeks after dispatch, however, seasonal peaks and delays at customs are outside of our control.

Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

The courier service provides "door-to-door" service and does not deliver to PO Boxes. Please provide us with your PO Box address if you would like your order delivered to your office.

16. Undeliverable packages

Should there be an undelivered package every attempt will be made to contact you to make arrangements for re-shipment?

17. Product availability

Lead time is dependent on stock availability.

Should the product not be in stock we will contact you to give you a time estimate on the availability of the product. We will also suggest to you an alternative item to substitute the unavailable one.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence META will contact you via email and provide a revised shipping schedule



18. Purchase Obligation

When you make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our T&C. You must not make any purchase through this site unless you understand and agree all our T&C. Once payment is made for the purchase, it is deemed that you have read and understood the T&C for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

19. Information collected from you,

- META may compile, use and share any information that does not relate to any specific individual; and
- META shall not disclose your personal information;
- META owns and retains all rights to non-personal statistical information collected and compiled by META.

20. Changes to Agreement

META may, in its sole discretion, change these T&C or any part thereof at any time on notice to you. It is your responsibility to ensure that you are satisfied with the amendments. Should you not be satisfied with the amendments, you must refrain from placing any further orders on, or from using in any way, the Website.

21. Dispute Resolution

In the event of any dispute of any nature whatsoever arising between you and META on any matter provided for in, or arising out of these T&C, and not resolved through the Customer Relations Department of META, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Expedited arbitration rules may be downloaded from the following website: http://www.arbitration.co.za/downloads/expedited_rules.pdf.

22. Address for Notices

META chooses as its address 26 Baobab Avenue Birchleigh, Kempton Park 1618, South Africa for all purposes under these T&C, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

23. Term and Termination

These T&C shall commence from the date on which they are published on the Website and continue indefinitely, as amended by META from time to time (as described above), for so long as the Website exists and is operational, META being entitled to terminate these T&C and/or shut down the Website at any time (subject to still processing any orders then already placed and accepted by META).

24. Copyright & Intellectual Property Rights

Any and all copyright subsisting in the Website, including these T&C, vests in META and all rights not expressly granted are reserved, you may only download, view and print content from this Website for private and non-commercial purposes.

You are encouraged to inform META of any content that may be offensive or illegal since META cannot screen or edit all the content available from the Website and does not accept any liability for illegal, defamatory or obscene content.

All the content, trademarks and data on this Website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are



the property of or licensed to META and as such are protected from infringement by local and international legislation and treaties.

25. Electronic Communications

When you visit the Website or send e-mails to META, you consent to receiving communications from META electronically and agree that all agreements, notices, disclosures and other communications sent by META satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

26. Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

27. Security Policy

Please take note of the rules on the Merchant Gateway, as you make your online payment.

28. Consent

I understand that all the designs and trademarks are registered to META and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by META for any civil action or any legal action deemed necessary against me.

29. Contact Details

Maths Educational Toys Africa
26 Baobab Avenue
Birchleigh
Kempton Park
1618

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Fax: 086 266 1025
e-mail: info@mathedutoys.co.za
website: www.mathedutoys.co.za