

# KARATIVE (PTY) LTD – T’S & C’S

## SOCIAL MEDIA AND WEBSITE

### 1. Introduction

1.1. These Website Terms and Conditions (T&Cs), which include any Policies on the Karative.co.za website (“**KARATIVE (Pty) Ltd.**”, “**we**”, “**us**” and “**our**”), apply to the ordering, sale and delivery of goods and services, access to the information and use of this Website by Customers (“**you**”, or “**your**”).

1.2 By using this Website you are bound by and agree to these T&Cs, which we may change without notice from time to time. If you do not agree to any of the T&Cs you should not continue to use the Website.

1.3 When placing an online order, a user profile will be created for which will serve as consent to and acceptance of our T&Cs and Privacy Policy.

1.4 These Terms and Conditions are important and should be carefully noted as they contain provisions which, within the limits of the Consumer Protection Act, may limit KARATIVE (Pty) Ltd.’s risk or liability, create risk or liability for you as a consumer, may compel you to indemnify KARATIVE (Pty) Ltd. and serves as an acknowledgement by you of any fact.

1.5 Should you not understand any of the contents of these T&Cs, you are advised to contact KARATIVE (Pty) Ltd. to assist with further explanation of the T&Cs before accepting them.

1.6 This website can be accessed at Karative.co.za related mobi-sites and software applications (the “**Website**”) and is owned and operated by KARATIVE (Pty) Ltd.

1.7. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”).

**- By using the Website and by clicking on the “Register Now”/“Sign up” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**

1.8. The Website enables you to shop online for a range of goods which may include but is not limited to jewellery and any other products the Company may elect to include on its website as products for sale (“**Goods**”).

### DEFINITIONS

- “Customer” means any natural or juristic person who enters or intends entering into an electronic transaction with KARATIVE (Pty) Ltd. as the user of the goods or services offered by KARATIVE (Pty) Ltd.;

- “Items” / “Goods” means the Product/s selected by the Consumer for purchase when placing an Order on our Website.
- “Order” means the collection of Items purchased by you from our website.
- "Policies" means the various policies contained in or referred to herein and on our Website, including frequently asked questions (“FAQs”) and product information, which form part of these Terms and Conditions and which may be updated from time to time;
- "Products" means all products displayed for sale on the website, not limited to but including jewellery products.
- “Website” means our online store, which can be accessed at [www.Karative.co.za](http://www.Karative.co.za)
- “Working Days” means between 08h00 and 17h00 Monday to Friday, including Saturdays 08h00 to 17h00, Sundays from 08h00 to 12h00, and excluding statutory public holidays in the Republic of South Africa.

## **2. SUPPLY OF GOODS AND/OR SERVICES IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 / THE CONSUMER PROTECTION ACT**

2.1. Insofar as these T&Cs fall within the ambit of the Act, the following information is made available to you in respect of the supply of goods and/or services offered for sale, by way of an electronic transaction (the “ECTA”).

2.2. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).

### **Important Notice**

2.3. *These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -*

2.3.1. *may limit the risk or liability of KARATIVE (Pty) Ltd.; and/or*

2.3.2. *may create risk or liability for the user; and/or*

2.3.3. *may compel the user to indemnify KARATIVE (Pty) Ltd.; and/or*

2.3.4. *serves as an acknowledgment, by the user, of a fact.*

2.4. *Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.*

2.5. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask KARATIVE (Pty) Ltd. to explain it to you before you accept the Terms and Conditions or continue using the Website.

2.6. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or KARATIVE (Pty) Ltd. in terms of the CPA.

2.7. KARATIVE (Pty) Ltd. permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

2.8. These Terms and Conditions are divided into four sections, as follows:

1. **Part A – Orders and Sales**
2. **Part B – Privacy Policy**
3. **Part C – General Legal Terms**
4. **Part D – Returns Policy**

### **3. Returns**

Returns of products bought from KARATIVE (Pty) Ltd. will be guided by the Returns Policy.

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#### **1. PART A – ORDERS AND SALES**

##### **4. Registration and use of the Website**

4.1. Only registered users may order Goods on the Website.

4.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to KARATIVE (Pty) Ltd. You will need to use your unique username and password to access the Website in order to purchase Goods.

4.3. You agree and warrant that your username and password shall:

- 4.3.1. be used for personal use only; and
- 4.3.2. not be disclosed by you to any third party.

4.4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

4.5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.

4.6. You agree to notify KARATIVE (Pty) Ltd. immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

4.7. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

4.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

4.9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

4.10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Company representative.

## **5. Conclusion of Sales and availability of stock**

5.1. Registered users may place orders for Goods, which KARATIVE (Pty) Ltd. may accept or reject. Whether or not KARATIVE (Pty) Ltd. accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by KARATIVE (Pty) Ltd. for the Goods.

5.2. **NOTE:** KARATIVE (Pty) Ltd. will indicate the acceptance of your order by delivering the Goods to you, and only at that point will an agreement of sale between you and KARATIVE (Pty) Ltd. come into effect (the "Sale"). This is regardless of any communication from KARATIVE (Pty) Ltd. stating that your order or payment has been confirmed. KARATIVE (Pty) Ltd. will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

5.3. Orders may not be cancelled after receipt of payment of the Goods by KARATIVE (Pty) Ltd. After dispatch of your Goods, you may cancel the Sale only in accordance with the Returns Policy.

5.4. Placing Goods in your cart without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the cart if stock is no longer available. You cannot hold KARATIVE (Pty) Ltd. liable if such Goods are not available when you complete or attempt to complete the purchase cycle at a later stage.

5.5. You acknowledge that stock of all Goods on offer is limited. In the case of Goods for sale by KARATIVE (Pty) Ltd., KARATIVE (Pty) Ltd. will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after placing an order, KARATIVE (Pty) Ltd. will notify you and you will be entitled to a refund of the amount paid by you for such Goods.

## 6. Payment

6.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

6.2. Payment can be made for Goods via PayFast Payments -

6.2.1. **Credit Card:** where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;

6.2.2. **Manual Payments;**

6.2.3. Any other payment options which may be made available on the website.

6.3. You may contact us via email at [info@KARATIVE.co.za](mailto:info@KARATIVE.co.za) to obtain a full record of your payment. We will also send you an email communication about your order and payment.

6.4. Once you have selected your payment method and you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## 7. Delivery of goods

7.1. KARATIVE (Pty) Ltd. offers one method of delivery of Goods to you, which is via courier.

7.2. Some items (heavy or large, based on volumetric weight) may carry additional delivery fees. These additional fees are included in the delivery cost upon checkout.

7.3. Where it accepts your order, KARATIVE (Pty) Ltd. will deliver the Goods to you as soon as reasonably possible, aiming to deliver the Goods within 14 – 21 business days but no later than 30 (thirty) days of receipt of your payment (“**Delivery Period**”). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 14 (fourteen) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

## **8. Errors**

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

## **9. Vouchers, Coupons and Referral Bonuses**

9.1. KARATIVE (Pty) Ltd. may from time to time make electronic gift vouchers (“**Vouchers**”) and electronic promotional coupons (“**Coupons**”) available for use on the Website towards the purchase of KARATIVE (Pty) Ltd. products. More specifically:

### **9.2. Vouchers**

9.2.1. Vouchers are valid for 3 years after sale. If your Voucher has not been used within that period, it will expire. Vouchers can be redeemed at KARATIVE.co.za (the Website).

9.2.2. Vouchers cannot be used to buy other Vouchers or Coupons and are not transferable: they are only eligible for redemption via the original email address that they were sent to. Vouchers do not accrue interest and are not refundable for cash once purchased.

9.2.3. If your Voucher value is insufficient for the order you wish to place, you may make up the difference by paying via one of our other payment methods.

### **9.3. Coupons**

9.3.1. Coupons are issued electronically in KARATIVE (Pty) Ltd.’s sole discretion. Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.

9.3.2. As a general rule, and unless specified otherwise on the specific Coupon itself:

9.3.2.1. a Coupon can only be used once, with promotional offers on the Website;

9.3.2.2. only one Coupon can be used per person unless KARATIVE (Pty) Ltd. specifies otherwise; and

9.3.2.3. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.

9.3.3. Coupons cannot be used to buy Vouchers or other Coupons, cannot be exchanged for cash, and are not transferable to any other person.

9.3.4. If KARATIVE (Pty) Ltd. is running a special on the Website where a discount is automatically applied upon check-out, and you try to redeem a Coupon as well, the Website will automatically apply the promotion of greater value or benefit to you.

#### **9.4. Site Promotions**

From time-to-time KARATIVE (Pty) Ltd. will run promotions. These promotions will either be on selected products or site wide. For each promotion there will be specific terms and conditions. Promotions may require the customer to apply the stated promo-code to their cart during the check-out process.

9.4.1. Promo-code discounts, even if site wide, will only apply to physical products. No promo-code discount will be applied to gift vouchers/cards.

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## **2. PART B – PRIVACY POLICY**

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### **10. Privacy policy**

10.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our **Privacy Policy**, which is incorporated by reference.

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## **3. PART C – GENERAL LEGAL TERMS**

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### **11. Changes to these terms and conditions**

11.1. KARATIVE (Pty) Ltd. may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

11.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

### **12. Electronic communications**

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 10 above.

### **13. Ownership and copyright**

13.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of KARATIVE (Pty) Ltd., its advertisers and/or sponsors and/or is licensed to KARATIVE (Pty) Ltd.

13.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

13.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact our Admin Manager at [Marnit@KARATIVE.co.za](mailto:Marnit@KARATIVE.co.za).

13.4. Where any of the Website Content has been licensed to KARATIVE (Pty) Ltd. or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

### **14. Disclaimer**

14.1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

14.2. Whilst KARATIVE (Pty) Ltd. takes reasonable measures to ensure that the content of the Website is accurate and complete, KARATIVE (Pty) Ltd. makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website, including any representations of the products but not limited to measurements, weight, volume, photographs of the products as featured on the website. The products are handmade and the Company cannot guarantee that every product will have the same characteristics and/ or features as the products may appear in photographs on the Website.

14.3. KARATIVE (Pty) Ltd. disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.



14.4. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

14.5. Any views or statements made or expressed on the Website are not necessarily the views of KARATIVE (Pty) Ltd., its directors, employees and/or agents.

14.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, KARATIVE (Pty) Ltd. also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of KARATIVE (Pty) Ltd., its employees, agents or authorised representatives. KARATIVE (Pty) Ltd. thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

## **15. Linked third party websites**

15.1. This Website may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and KARATIVE (Pty) Ltd. is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.

15.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

## **16. Limitation of liability**

16.1. KARATIVE (Pty) Ltd. cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of KARATIVE (Pty) Ltd., its employees, agents or authorised representatives. You are encouraged to contact us to report any possible

malfunctions or errors by way of email: [info@KARATIVE.co.za](mailto:info@KARATIVE.co.za) or calling 084 273 5790 (standard network rates apply).

16.2. KARATIVE (Pty) Ltd. shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained on the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked Third Party website.

16.3. You hereby indemnify KARATIVE (Pty) Ltd. against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked Third Party website.

16.4. You hereby further indemnify KARATIVE (Pty) Ltd. against any loss, claim or damage which may be suffered by yourself or any third party (natural persons, juristic parties or animals) arising from the use of the products, where the Consumer does so negligently and not reasonably.

## **17. Availability and termination**

17.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

17.2. KARATIVE (Pty) Ltd. may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that KARATIVE (Pty) Ltd. will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time and to the extent possible.

17.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

## **18. Governing law and jurisdiction**

18.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

18.2. In the event of any dispute arising between you and KARATIVE (Pty) Ltd., you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa

(Gauteng Division, Pretoria) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

18.3. Nothing in this clause 18 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## 19. Notices

19.1. KARATIVE (Pty) Ltd. hereby selects 34 Kwartel Crescent, Rooihuiskraal, Centurion, 0154, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("**nominated address**"). KARATIVE (Pty) Ltd. may change this address from time to time by updating these Terms and Conditions.

19.2. You hereby select the address specified on the Goods order form as your nominated address, but you may change it to any other physical address by giving KARATIVE (Pty) Ltd. not less than 7 days' notice in writing.

19.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -

19.3.1. by hand will be deemed to have been received on the date of delivery;

19.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;

19.3.3. by email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. All emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day. **All email communications between you and us must make use of the "read receipt" function** to serve as proof that an email has been received.

## 20. KARATIVE (Pty) Ltd. information

For the purposes of the ECT Act, KARATIVE (Pty) Ltd.'s information is as follows, which should be on the Website:

**20.1. Full name:** KARATIVE (Pty) Ltd., a private company registered in South Africa with registration number 2022/525872/ 07.

**20.2. Main business:** Online retailer

**20.3. Physical address for receipt of legal service (also postal and street address):**

5 Sooty Street Amberfield Glen, Rooihuiskraal North, Centurion, Gauteng, 0149

**20.4. Office bearers:** Marnit Symington

**20.5. Phone number:** 084 273 5790

**20.6 PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from **the website**. Third-Party Sellers' information is available in the relevant Product listing and/or via the customer support centre contactable via our Help/ Contact page.

## 21. General

21.1. KARATIVE (Pty) Ltd. may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

21.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

21.3. Any failure on the part of you or KARATIVE (Pty) Ltd. to enforce any right in terms hereof shall not constitute a waiver of that right.

21.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

21.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

21.6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

21.7 These Terms and Conditions contain the whole agreement between you and KARATIVE (Pty) Ltd. and no other warranty or undertaking is valid, unless contained in this document between the parties.

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## 4. PART D – RETURNS POLICY

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We want you to be happy with your purchase. If you are not completely satisfied, you can return the product to us and we will either repair / replace it or credit your account, subject to the terms below. This policy applies to products bought directly from KARATIVE (Pty) Ltd.

This policy forms part of the KARATIVE (Pty) Ltd. **Terms and Conditions** and words defined in the Terms and Conditions have the same meaning in this policy unless the context indicates otherwise. Nothing in this policy is intended to limit your statutory rights in any way.

## 1. Unwanted Products

In general, you can return an unwanted product to us at no charge, provided:

- it is **undamaged and unused**, with the original labels and stickers still attached;
- it is in the **original packaging**, which must be undamaged and in its original condition with all seals still intact (if applicable). Please refer to our FAQs for some examples;
- it is not missing any **accessories or parts**;
- it is not listed in section 2 - Products not eligible for return; and
- you log a return via the Company's selected customer service email address **within 7 days** and also 7 days for products marked "Clearance", of delivery to you or collection by you of the unwanted product.

The return of the product will be your responsibility and at your own charge, relating to any courier or delivery of the returned product. Should the courier be booked by KARATIVE (Pty) Ltd., the courier is entitled to refuse collection of a product that is not properly packaged for transport.

Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product within 7 business days of the return (or refund you if that is your preference). Please bear in mind that refunds can take 5 - 10 working days to reflect in your account. We are entitled to refuse a return if the unwanted product is returned damaged, not in a re-saleable condition or missing any accessories.

### Want to exchange?

Products can be exchanged for a different shape, colour and/ or kind of product, provided that such variation is available, and is available at the same price as the product originally purchased. In such a case, the product will be returned by yourself, at your own costs and expenses, and the new product exchanged for will be delivered to you at the normal delivery charge. If such variation is not immediately available, we will credit your account with the purchase price of the product (or refund you if that is your preference) within 7 business days of you logging the return.

We reserve the right to inspect the product to validate your return. Please refer to our **FAQs** for some advice on making sure that your product is returnable under this section.

### Not what you ordered?

If we accidentally deliver the wrong product to you or if the product is not as described on the Website (or if it is missing any accessories), please notify us and we will collect the product from you at no charge. Once we have inspected the product and validated your return, we will, at your choice, deliver the correct product to you as soon as possible (if the correct

product is available); or credit your account with the purchase price of the product within 7 business days of the return (or refund you if that is your preference).

## **2. Products not eligible for returns**

The following products are **not** eligible for a refund, exchange or credit:

- electronic vouchers;
- products which have been personalised for you or made to your specifications, unless defective.

## **3. Products damaged on delivery**

Should a product be damaged at the time of delivery / collection, please notify us of such delivery / collection by logging a return as referred to above.

We will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will, at your choice, repair / replace the product as soon as possible (if such repair / replacement is possible) or credit your account with the purchase price of the product (or refund you if that is your preference). Credits and refunds are normally handled within 7 business days of logging the return (bear in mind that refunds can take 5 – 10 working days to reflect in your account). Repairs and replacements could take longer, depending on parts / replacement availability.

## **4. Defective products**

We do our best to ensure that the products we deliver to you are of a high quality and without defects.

What is a defect? A defect is a material imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances. Please refer to our **FAQ's** for some examples.

The following will **NOT** be regarded as defects and will not entitle you to a return under this section 4:

- faults resulting from normal wear and tear;
- damage arising from negligence, user abuse or incorrect usage of the product;
- damage arising from electrical surges or sea air corrosion;
- damage arising from a failure to adequately care for the product;
- damage arising from unauthorised alterations to the product; and
- where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you.

## **Reasonable Care**

Refer to any specific care instructions relating to taking proper care of the jewellery.

It is your responsibility to apply reasonable and proper care when using, storing and gifting, not being a closed list relating to the use of the jewellery.

Should reasonable care not be taken in terms of the care instructions, KARATIVE (Pty) Ltd. will take no responsibility for the quality of the jewellery as used by the customer, nor will the Company refund the customer for any defects or

## **Standard Warranty**

If you have received a product which turns out to be defective, please notify us as soon as reasonably possible after you become aware of the defect, but in any event **within 6 months** after delivery / collection of the product.

You can do so by logging a return by way of email to the customer care email address: info@KARATIVE.co.za, and we will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will, at your choice, repair / replace the product (if such repair / replacement is possible) or credit your account with the purchase price of the product (or refund you if that is your preference). Credits and refunds are normally handled within 7 business days of logging the return (bear in mind that refunds can take 5 – 10 working days to reflect in your account). Repairs and replacements could take longer, depending on parts / replacement availability.

Please provide suitable packaging for returning the product (it need not be the original packaging), as well as **all accessories** that were sold with the defective item when you return it to us – regardless of whether you request a repair / replacement or a refund. Our courier is entitled to refuse collection of a product that is not properly packaged for transport.

Where there is no extended supplier warranty period, unfortunately, we cannot facilitate returns that fall outside of the 6 months.

## **Extended Supplier Warranty (stipulated on product page)**

A product may have a supplier warranty that extends beyond the 6 months. If such a product turns out to be defective more than 6 months after delivery / collection, please notify us as soon as reasonably possible after you become aware of the defect, but in any event **within the extended supplier warranty period** after delivery / collection of the product.

You can do so by logging a return as indicated under “Standard Warranty” above, and we will facilitate your return of the product to the supplier at no charge. Unfortunately, we cannot facilitate returns that fall outside of the extended supplier warranty period.

Please note that any extended supplier warranty is subject to whatever terms and conditions the supplier or manufacturer may impose. These are usually stated in a brochure or leaflet

inside or on the product packaging. It is your responsibility to make yourself aware of any such terms and conditions.

Please provide suitable packaging for returning the product, as well as **all accessories** that were sold with the defective item when you return it to us – regardless of whether you request a repair / replacement or a refund. Our courier reserves the right to refuse collection of a product that is not properly packaged for transport. See section 6 below for more information on this.

It is also important to note that it will be in the supplier or manufacturer's discretion to repair or replace the item, or to refund you. **KARATIVE (Pty) Ltd. is under no obligation to provide you with a credit, repair / replacement for any return logged after six months, as your remedy lies with the supplier or manufacturer.**

## **5. Vouchers & Coupons**

There are two types of Coupons: a Coupon with a fixed amount of a discount, e.g. R100 off ("**Fixed Coupon**"), and a Coupon with a percentage discount, e.g. 10% off ("**Percentage Coupon**").

Where you have used a Fixed Coupon to pay for an order, and you or KARATIVE (Pty) Ltd. later cancels your order (or part thereof) prior to delivery of the relevant product(s), or you log a return of one or more products for a credit in accordance with this Policy, the value of the Fixed Coupon will be deducted from the purchase price of the cancelled or returned product(s) (as applicable), and we will credit your account for the balance, if any (or refund you if that is your preference). We will also provide you with a replacement Fixed Coupon of the same value as the original Fixed Coupon used. KARATIVE (Pty) Ltd. may in its sole discretion impose restrictions on the use of the replacement Fixed Coupon. For any subsequent cancellations or returns arising out of the same order, we will credit your account as normal with the value of the returned product (or refund you if that is your preference).

Where you have used a Percentage Coupon to pay for an order, and you or KARATIVE (Pty) Ltd. later cancels your order (or part thereof) prior to delivery of the relevant product(s), or you log a return of one or more products for a credit in accordance with this Policy, the value of the discount received using the Percentage Coupon will be deducted from the purchase price of the cancelled or returned product(s) (as applicable), and we will credit your account for the balance, if any (or refund you if that is your preference). We will also provide you with a replacement Fixed Coupon of the same value as the discount received using the original Percentage Coupon. KARATIVE (Pty) Ltd. may in its sole discretion impose restrictions on the use of the replacement Fixed Coupon. For any subsequent cancellations or returns arising out of the same order, we will credit your account as normal with the value of the returned product (or refund you if that is your preference).



Wherever you have used a Voucher to purchase a product that you later return for a refund in accordance with this Policy, we cannot refund you in cash for that portion of the purchase price which you paid using the Voucher, but we will credit your account.

## **6. Charges**

If you return a defective product to us, but you fail to return all of the accessories that were sold with that product, we are entitled (subject to applicable law) to refuse the return, only to replace the item that you did return, or to estimate the value of the missing accessories and only to credit or refund you in respect of the returned item.

If you return items to us by mistake and you want these returned to you, you may be liable to reimburse KARATIVE (Pty) Ltd. for the cost of having the product returned to you.

If you return a product that does not comply with this policy, you may be liable to reimburse KARATIVE (Pty) Ltd. for the cost of collecting the product from you and the cost of having the product returned to you.