## CORICRAFT

## Terms and Conditions



Online shopping at Coricraft is a convenient way of browsing our product range, placing orders and making payments. We sincerely hope that this site provides you with the functionality and ease of use that you would expect.

If you are dissatisfied with any aspect of this site or experience any problems with this site please **info@coricraft.co.za** and we will endeavour to resolve your problem.

# Accessing Any of the Pages on This Website Implies That You Agree to the Following Terms and Conditions of Use to This Website

- Your use of this site indicates your acceptance of these terms and your agreement to follow and be bound by them.
- You may only use this website for lawful purposes, and you warrant that you will not, other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this website.
- You may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from Coricraft.

## These Terms and Conditions May Change

We may periodically change the terms and conditions of use of this website without notice, so kindly check them from time to time as your continued use of the site signifies your acceptance of any changed terms.

## Copyright Notice

The content on this website, including all of the page headers, Images, illustrations, graphics, audio clips, video clips and text are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by Coricraft and protected by South African and international copyright laws. The compilation of all content on this site is the exclusive property of Coricraft Group (Pty) Ltd ('Coricraft') and protected by South African and international copyright laws. All software used on this site is the property of Coricraft or its software suppliers and protected by South African and international copyright laws. Coricraft grants you permission to view electronically, copy and print in hard copy portions of the site for the sole purpose of browsing the site for your personal use only. Any other use of materials on the site, including a reproduction for purposes other than those noted above, modification, distribution or reproduction, without the prior written consent of Coricraft and the lawful trademark and/or copyright owner (if applicable) is strictly prohibited and constitutes an unlawful infringement of the intellectual property rights of Coricraft and/or such trademark and/or copyright owner.

### Disclaimer

- This site and all contents of this site are provided on a voetstoots "as is" basis without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose.
- You acknowledge, by your use of this site, that your use of this site is at your sole risk, that
  you assume full responsibility for all costs associated with all necessary servicing or repairs
  of any equipment you use in connection with your use of our site, and that Coricraft shall
  not be liable for any damages of any kind related to your use of this site.
- We make no representations or warranties, whether express or implied, and assume no
  liability or responsibility for the proper performance of this website and/or the accuracy of
  the data contained on the website, and your use of the website and the data is thus at your
  own risk.
- We make no warranty that the website or the data will meet your requirements, be uninterrupted, complete, timely, and secure or error free.
- This site may contain hyper-links to third party sites. Coricraft is not responsible for the content of, or the services offered by or data contained on those sites. Any hyper-links are provided solely for your convenience and should not be construed as an express or implied endorsement by us of the sites or the data, products or services provided on the linked websites. You access those sites and use their products, data and services solely at your own risk and subject to the website owners' terms and conditions.
- Colours viewed on computers vary from one computer to the next and may also differ from the actual colour of the item displayed in Coricraft's showrooms. Customers are responsible for ensuring that the colour of the items as viewed in the Coricraft's showrooms is acceptably close to the colour as viewed on their computer or not.

## Indemnification

- You agree to defend, indemnify and hold Coricraft harmless from and against any and all claims, damages, costs and expenses, including direct, indirect, special or consequential damages, attorney's fees, arising from or related to your use of the site.
- Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Coricraft nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site.
- Information, ideas and opinions expressed on this site should not be regarded as
  professional advice or the official opinion of Coricraft and users are encouraged to consult
  professional advice before taking any course of action related to information, ideas or
  opinions expressed on this site.

#### **Trademarks**

- Coricraft, and other Coricraft graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Coricraft in South Africa. Namibia and Botswana.
- Coricraft's trademarks and trade dress may not be used in connection with any product or service that is not Coricraft's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Coricraft.
- All other trademarks not owned by Coricraft or its affiliates that appear on this site are the
  property of their respective owners, who may or may not be affiliated with, connected to, or
  sponsored by Coricraft or its affiliates.

## License and Site Access

- Coricraft grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Coricraft.
- This license does not include any resale or commercial use of this site or its contents; any
  collection and use of any product listings, descriptions, or prices; any derivative use of this
  site or its contents; any downloading or copying of account information for the benefit of
  another merchant; or any use of data mining, robots, or similar data gathering and
  extraction tools.
- This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Coricraft.
- You may not frame or utilize framing techniques to enclose any trademark, logo, or other
  proprietary information (including Images, text, page layout, or form) of Coricraft and our
  affiliates without express written consent.

## Reviews, Comments, Communications and Other Content

- Visitors may post reviews, comments, and other content; send e-cards and other
  communications; and submit suggestions, ideas, comments, questions, or other
  information, so long as the content is not illegal, obscene, threatening, defamatory, invasive
  of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or
  objectionable and does not consist of or contain software viruses, political campaigning,
  commercial solicitation, chain letters, mass mailings, or any form of "spam."
- You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.

• Coricraft reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant Coricraft and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Coricraft and its affiliates and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Coricraft or its affiliates for all claims resulting from content you supply. Coricraft has the right but not the obligation to monitor and edit or remove any activity or content. Coricraft takes no responsibility and assumes no liability for any content posted by you or any third party.

## Intellectual Property Rights

You acknowledge that we own the intellectual property rights in and to this website and the data, and that the unauthorized use thereof is expressly prohibited. The word or mark "Coricraft" however represented, including stylized representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of Coricraft.

## Applicable Law

Prevailing South African law will govern these Conditions of Use and any dispute of any sort that might arise between you and Coricraft or its affiliates.

## Disputes

Any dispute relating in any way to your visit to Coricraft or www.coricraft.co.za or to products you purchase through Coricraft shall be submitted to confidential arbitration by law, except that, to the extent you have in any manner violated or threatened to violate Coricraft's intellectual property rights, Coricraft may seek injunctive or other appropriate relief in any court within South Africa, and you consent to exclusive jurisdiction and venue in such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement.

## Site Policies, Modification and Severability

Please review any other policies posted on this site. These policies also govern your visit to Coricraft. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable,

that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### Your Account

- Coricraft grants you a limited license to access and make personal use of this site.
- If you use this site, you are responsible for maintaining the accuracy of your profile and the
  confidentiality of your account and password and for restricting access to your computer,
  and you agree to accept responsibility for all activities that occur under your account or
  password. Coricraft and its affiliates reserve the right to refuse service, terminate accounts,
  remove or edit content, or cancel orders in their sole discretion.

## **Electronic Communications**

- You consent to receive communications from us electronically.
- We will communicate with you by e-mail or by posting notices on this site.
- You agree that all agreements, notices, disclosures and other communications that we
  provide to you electronically satisfy any legal requirement that such communications be in
  writing.

## Sharing Information

Coricraft will not share, sell, transfer or disclose your personal information with any other company or person without your consent.

## Contact Us

For any further information please refer to the **Contact Us** page of the website.

## To Remove Yourself from Our Databases

If you would like to be removed from our list of registered users, or would like to be removed from any service or newsletter to which you have subscribed, please send an e-mail to:

#### info@coricraft.co.za

#### Prices

- The prices displayed on this site are quoted in South African Rands inclusive of Value-Added Taxation ('VAT') and are valid and effective only in South Africa.
- Coricraft or its agents shall in no way be held responsible for any errors or misstatements emanating from this website.

- Products and prices displayed on this site may vary from time to time and are subject to availability.
- Prices are subject to change and confirmation by Coricraft's Call Centre 0861 11 47 79, or instore by reference to Syspro pricing.
- Except where noted otherwise, the prices displayed on our website for our products represent the full retail list price of the product itself, including VAT. Despite our best efforts, a small number of the items may be incorrectly priced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

### Colours

The colours of our products shown on this website may look different on your computer compared with the colour of the actual product. This is because different computers display colours differently depending on the type of computer screen (LCD, plasma, desktop, laptop etc). For this reason it is strongly recommended that you visit one of our showrooms to see the actual colour of the item. Coricraft cannot be held responsible for any mistakes in ordering items whose actual colour is different from that appearing on the website as viewed on your computer.

## Leather goods

Natural leathers are soft and velvety. They have been tanned without altering any of their natural features. Therefore, all the distinctive original markings stand out. This is the living proof of the leather's absolute natural origins.

- The following may occur in leather products:
- Dye lots may vary
- Colour variations may occur due to the multiple hides required to make up the product
- Marks, tick bites, healed scars, scratches, stretch marks and scuff marks are characteristic of full grain leather and are therefore not defects. Prominent brand marks may also be visible and are not considered defects

## Fabric goods

- It is important to note that pilling is not a fabric defect or fault and is not covered under warranty. It can be compared to the shedding experienced when purchasing new carpet – think about the way carpet behaves when newly installed, as there are constantly new loose fibres coming to the surface over the first few months of use. This is completely normal and will reduce once the excess fibres are gone.
- Vacuuming weekly will significantly reduce the fibres and reduce pilling

## Payment Methods

- Payments made by EFT (Electronic funds Transfer) require 72 working hours to clear funds and be allocated to the order.
- Coricraft no longer accepts payment by cheque due to the high risk of fraud prevalent in South Africa. We do however offer payment methods such as Ozow, Payu and Zapper.
- The Coricraft Card can be used in the Clearance Centres, but gift vouchers cannot be redeemed there. RCS is a registered credit provider in terms of the NCA. NCRCP 38 and FSP 44481

## Ownership

- Ownership of the goods will rest with Coricraft until payment has been received in full.
   Payment of the full value of the order is required before Coricraft will deliver or before we can authorise collection, including releasing goods to outside transporters
- If after 30 days of notification by Coricraft Head Office that your goods are ready for delivery, you as the customer fail to make final payment, Coricraft reserves the right to sell them to defray expenses.

## Unhappy with your Purchase

- All merchandise displayed and sold by Coricraft is subject to stringent quality control standards. Should a customer not be satisfied with any product received within 7 days from date of receipt, Coricraft will endeavour to repair or replace the item in question. If within a reasonable time period Coricraft is unable to repair or replace the item a full refund of all monies paid will be made.
- Coricraft furnishes its goods with standard guarantees only and no other guarantees, warranties or representations of whatsoever nature will be made to the Customer by Coricraft in respect of such goods.
- Orders placed are irrevocable once a deposit has been paid. In the event of Coricraft
  agreeing to refund monies paid either pre or post-delivery due to circumstances unrelated
  to product quality or lead times, and If Coricraft agrees to accept return of any goods, the
  Customer will be liable for a 10% handling charge calculated on the purchase price of those
  goods (Excludes services such as delivery). The onus of proof of return and proof of
  purchase rests with the customer always.
- To obtain warranty service, simply visit your store or email us on info@coricraft.co.za Warranty claims must be accompanied by a copy of the original sales invoice, or other proof of purchase.
- Sale items are sold voetstoots and cannot be exchanged or returned

## Delivery vs Collection

Customers may choose to receive their purchases in one of several ways:

- 1. Collection from the store
- 2. Collection from the warehouse
- 3. Delivery to final destination e.g. home, office

#### Collection

- Customers who elect to collect from Coricraft's premises unconditionally agree and accept that the risk of loss and title for such items passes to you at the time of collection by you or your appointed agent. We strongly encourage customers to check their order before accepting and signing for it. The risk of loss and title passes to you, the customer, upon delivery as evidenced by the signature of the person taking delivery, on our copy of the invoice.
- For collection of goods from the Coricraft warehouses, prior arrangement (72 hours in advance) and acknowledgement is essential prior to such collection.
- Please note that no goods will be given to outside transporters unless Coricraft has been paid in full for such goods. Proof of payment in full must be on hand for any goods to be released. In the event of outside contractors collecting on behalf of a customer, Coricraft may in addition to proof of payment in full, contact the customer to confirm proceedings.
- Coricraft will not in any way be liable for damage that may occur after the products have been handed to the customer or person collecting on behalf of the customer or during the loading and conveyance thereof. It's the customer's responsibility to ensure that a suitable collection vehicle is utilised in order to accommodate the size of the product in an upright position and that it is loaded and secure to prevent damage. The customer may inspect any items at the warehouse.

#### Delivery

- Deliveries are scheduled from Monday to Saturday
- Deliveries will be supplied by Coricraft subject to your address being within our designated delivery zones and you will be charged accordingly on your invoice.
- For deliveries outside our designated zones, you will be contacted by our call centre or your closest Coricraft showroom staff, to confirm delivery price and delivery instructions.
- We will endeavour to deliver on the date and time advised. While we are committed to deliver on time, the actual delivery date is subject to prevailing circumstances and may be subject to variation.

 Coricraft shall not be responsible for any damage whatsoever whether direct or consequential rising out of the use of the goods or in respect of any late or short delivery.

#### • To ensure a smooth and timely delivery of Coricraft goods, please ensure you:

- Clear the room(s) in advance where your new goods are to be located prior to the delivery service arriving
- Remove all breakable items (e.g. glasses, vases, wall mountings) in the path of the delivery and all loose items of value from the delivery site. Coricraft cannot be held responsible for any items claimed to be missing following a delivery.
- Secure pets and children in a safe location away from the crew and delivery site.

#### Our Coricraft delivery crew team will:

- Unwrap purchased items on site, and remove all packaging and wrapping material, if so required.
- Place the goods delivered where you choose but are not permitted to re-arrange your furniture.
- A delivery window period will be sent to you the day before delivery
- The customer will be charged for additional delivery costs due to failed deliveries, access problems and/or failure to adhere to the appointment time for the delivery (add in weight allowance in complex)
- The customer is required to inspect products on delivery and return any damaged items on the truck.
- The customer or the person taking delivery on behalf of the customer will be required to sign a proof of delivery Unless indicated to the contrary on the proof of delivery, it is deemed that the product has been delivered and received in good condition and, where appropriate, in accordance with the customer's specifications.

Additional notes when delivering to flats and small apartments:

- The maximum couch length that can be fitted into an elevator is 2.2m.
- Where there is not a suitable lift for furniture, our Coricraft delivery team will carry the items up 3 floors only, providing the passages are wide enough to accommodate the items without any damages to the goods.

#### • A delivery window period will be sent to you the day before delivery

- Should items be required to be hoisted, an additional charge will be levied for the specialised hosting team.

- Coricraft shall not be responsible for any damage whatsoever whether direct or consequential rising out of the use of the goods or in respect of any late or short delivery.
- Certain products are not suitable for hoisting due to their weight or fragility

## Promotions and Campaigns

- Promotions and campaigns are only valid on selected items and for dates stated on marketing communication and in store, as specified by Coricraft Head Office, and while stocks last
- Exclude all services such as coriguard and delivery fees, unless specifically stated.
- Exclude all other promotional discounts e.g. best value combo deals, modular couch combo deals. Discounts cannot be retroactively applied to previous purchases or sale items.
- Exclude all care kits (upholstery, leather) and fabric/ leather hides
- Promotions are only valid for orders paid in full and only for the time period specified no discounts will be applied to orders placed before or after the promotion period

#### Guarantees

- Coricraft furnishes with its goods, its standard guarantees only and no other guarantees, warranties or representations of whatsoever nature will be made to the Customer by Coricraft in respect of such goods.
- Coricrafts guarantee provides for the free repair or replacement of any faulty component.
   The customer must at his own cost, deliver and collect the product concerned to and from the store or Distribution Centre.
- To obtain warranty service, simply contact Coricraft at info@coricraft.co.za. Warranty claims must be accompanied by a copy of the original sales invoice, or other proof of purchase.

#### Storage

Coricraft does not offer storage facilities. In event of a purchase not being collected or delivered within 60 days after the customer has been notified that it is available for collection or delivery a storage fee of 5 % of the order value will be charged for the customer's account. This storage fee must be settled in full prior to the delivery and release of the product.