



Zagon Composites Online Shopping Terms and Conditions Policy

When purchasing any Zagon Composites merchandise in any way, you agree to be bound by these "Thirty Day Return Policy" as outlined in this document.

1. Referenced Parties

"We" / "Us" / "Our" refers to Zagon Composites as a company in South Africa with registration number 2015/219459/07, with our offices at 21 Chief Albert Luthuli Drive, Potchefstroom, 2520, South Africa.

"You" / "Your" refers to a visitor to Our Website and also our customer.

2. Definitions

In this policy document:

- "Courier" / "Carrier" means any person or business contracted by us to carry Products from us to You.
- "Customer" / "Consumer" means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
- "Content" means any content in any form published on Our Website by us or any third party with our consent.
- "Merchandise" / "Products" means any of the Products we offer for sale on Our Website, or, if the context requires, Products we sell to You.
- "Our Website" means any website and all web pages controlled by us.
- "Our Service" means all retail activities that allow visitors of Our Website to select, purchase and receive merchandise via Our Online Shopping Marketplace.

“Post” means display, exhibit, publish, distribute, transmit and/or disclose information, content and/or other material on Our Website.

3. Online Shopping Policy Provisions

By using Our Website at www.zagoncomposites.com in any way, or by buying from us, You agree to be bound by the Online Shopping Terms and Conditions Policy as outlined in this document, and will also become acquainted with the content here within.

You can review the most current version of this Online Shopping Terms and Conditions Policy at any time from Our Website.

We reserve the right, at our sole discretion, to update, change or replace any part of the Online Shopping Terms and Conditions Policy on Our Website.

Your continued use of or access to Our Website following the posting of any changes to this Online Shopping Terms and Conditions Policy constitutes acceptance of those changes.

We will attempt to notify You of significant changes to Our Online Shopping Terms and Conditions Policy in a timely manner to the best of Our abilities with Your contact information at our disposal.

A breach or violation of any of the Online Shopping Terms and Conditions will result in an immediate termination of Our Services to You.

This Online Shopping Terms and Conditions Policy document must be read in conjunction with the provisions and clauses outlined in Our:

- Privacy Policy;
- Three Year Limited Warranty Policy;
- Thirty Day Return Policy.

4. General Terms

We reserve the right to refuse Our Service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of Our Website without express written permission by Us.

If you use Our Website in any way and make an order on behalf of another person, You warrant that You have full authority to do so and You accept personal responsibility for every act or omission by You.

When we communicate with You via email, You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

Prices for our products are subject to change without notice, We will never change a price so as to affect the price charged to You at the time when You buy those Products.

We do not sell Our Products in all countries, We may refuse to deliver Merchandise if You live in a country or territory We do not serve.

We reserve the right at any time to modify or discontinue Our Service (or any part or content thereof) without notice at any time.

Certain products or Services may only be available exclusively online through Our Website, these products or Services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear on Our Website, we cannot guarantee that Your computer monitor's display of any color will be accurate.

We reserve the right to limit the quantities of any Products or Services that we offer.

We do not guarantee that Products on Our Website are always available.

If You buy Products from us under any arrangement which does not involve Your payment via Our Website; these Terms and Conditions will still apply so far as they can be applied.

5. Age of Majority

Our Website is only intended for individuals who are at least the age of majority in their respective country of residence and who are also the age of 18 years and above.

In the case where minors make use of Our Website, they require the consent of a person who reached the age of majority and 18 years.

6. Billing and Account Information

You agree to provide current, complete and accurate account information for all purchases made at Our Website.

You agree to promptly update Your account information to ensure accurate, up to date and complete information about Yourself.

When You use Our Website, You are responsible for maintaining the confidentiality of Your account and password and for preventing any unauthorized access from Your account.

You will not share any login credentials to Our Website with any third party.

You agree to accept responsibility for all activities that occur under Your account or password.

You are responsible to promptly inform Us when You suspect unauthorized accessed to Your account or an unauthorized reset of Your password.

7. Third Party Tools

We may provide You with access to third-party tools from our partners which we neither monitor nor control.

Even though We do our utmost best to partner with only the best and most reputable third party service providers to process and complete order transactions via Our Website, We shall have no liability whatsoever arising from or relating to Your use of third party tools.

Any use by You of optional tools offered through the site is entirely at Your own risk and discretion and You should ensure that You are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

8. Third Party Content

Certain content, Products and Services available via Our Website may include materials from third-parties.

Even though We do our utmost best to partner with only the best and most reputable third party service or product providers, We are not responsible for examining or evaluating the content or accuracy of their websites and we do not warrant and will not have any liability or responsibility for any third-party materials, services, products or websites.

Complaints, claims, concerns, or questions regarding third-party services or products should be directed to the third-party.

9. Online Purchase Order Processing

Your online electronic Purchase Order is a confirmation of Your legal intention and agreement to purchase merchandise You selected from Our Website.

We shall accept and adhere to Your Purchase Order only after it has been paid in full via a payment gateway on Our Website.

Before You proceed to the secure payment gateway on Our Website, You will be asked if You want to make use of our third party partner's Courier Service and will also be able to select their insurance options at their predefined rates.

You will receive an electronic notification via Our Website and an electronic mail message to outline the details of Your Purchase Order and also a Receipt of Payment.

We will inform You via an electronic email message when the products from Your Purchase Order are dispatched, which will include an estimated delivery date from our Courier partner.

10. Online Price and Payment

The price payable for the Products that You order is clearly set out on Our Website.

Prices will include value added tax ("VAT") for customers who are resident in South Africa.

Bank charges on payments received by Our bank will be borne by us.

All bank fees and charges relating to payment in a currency other than South African Rand will be borne by You.

The price of the Products does not include the Courier charge which will be charged at the rates applicable at the date You place Your order and which will be displayed on a page of Our Website before we ask You to pay.

If, by mistake the payment gateway and banks processed the wrong price for our products, we will not be liable to supply those Products to You at the processed price, provided that we notify You before we dispatch it to You.

If we owe You any funds, we will credit Your credit or debit card as soon as reasonably practicable possible and no later than 15 days from the date we accepted that repayment is due.

We only offer online payment options via Our Website's payment gateway.

Processing time on a Purchase Order can take up to five (5) working days depending on the processing load and order details, and up to ten (10) working days when custom work on Our Products is required.

Courier delivery time is approximately three (3) working days from the moment it is handed over to the selected Courier within South Africa.

We provide free delivery for orders above R2000.00 within the borders of South Africa.

11. Delivery and Pick Up

Deliveries will be made by our selected third-party Courier to the address stipulated in Your Purchase Order.

You are responsible to ensure that someone is present to accept the delivery of Your parcel.

Failed delivery attempts due to customer entering incorrect details or failure to collect at address will result in Your parcel being returned to our premises.

A shipping fee will be charged, up to the initial amount, to resend the Products.

We may deliver the Products in installments if they are not all available at the same time for delivery.

Once the Merchandise You ordered has been dispatched and left our premise, the ownership is transferred to You, with the following implications for You:

- risk of loss while being in transit with the Courier is passed on to You.
- it is Your responsibility to either accept or decline the opportunity to purchase insurance for Your Product in transit until it reaches Your premise.

You can pick up Your Products as stated in Your Purchase Order in person or with Your own Courier partner from our factory, warehouse or shop provided You made an appointment in advance and payment reflects in our bank account with the following implications for You:

- You accept the ownership and risk of loss or damage when Merchandise is removed from our premise.
- You are responsible for what happens after You take possession of the Products, both on and off our premises, including damage to property of any sort, belonging to any person.

12. Foreign Import Duties and Taxes

If You are not resident in the South Africa, You are responsible to only purchasing Products for which You are lawfully allowed to import, and for the payment of import duties and taxes of any kind levied in Your country.

13. Prohibited Use

We will defend the Intellectual Property rights in connection with our Products and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data).

You agree that You will NOT:

- copy, modify, publish, transmit, transfer, sell, reproduce, create derivative works from, distribute, or in any way exploit any of the Content from Our Website, in whole or in part.
- use Our name, logos, trademarks or any other Content from Our Website on any other website in a misleading manner.
- link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- download any part of Our Website, without our written consent;
- collect or use any product listings, descriptions, or prices for personal or financial gains;

Despite the above terms, we now grant a license to You to:

- use our name, logos or trademarks with a hyperlink to Our Website for the purpose of promoting an interest common to both of us.
- You may download or copy content from Our Website for personal use, provided that You maintain copyright notices contained in it.

14. Disclaimer of Warranties

We do not guarantee, represent or warrant that Your use of Our Service will be uninterrupted, timely, secure or error-free.

You are advised that it is possible that content on Our Website may include technical inaccuracies or typographical errors.

Although it is Our standard operating procedure to inform You as a valued customer of significant updates and changes to Our Website, Content, or to any of Our Products, We may make updates, improvements or changes at any time and without advance notice.

You agree that from time to time we may remove Our Service for indefinite periods of time or cancel Our Service at any time, without notice to You.

In no case will Zagon Composites' directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from Your use of any of Our Services or Products.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

15. Limitation of Liability

You expressly agree that Your use of, or inability to use, Our Service is at Your sole risk.

We shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of Our Service.

Except in the case of liability for personal injury or death, our liability under this policy is limited, to the maximum extent permitted by law, to the value of the Products You purchased.

16. Indemnity

You agree to indemnify, defend and hold Zagon Composites and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees harmless against all costs, claims and expenses arising directly or indirectly from any claim or demand, including reasonable attorneys' fees, made by You or any third-party due to:

- Your breach of these Online Shopping Terms and Conditions and the documents they incorporate by reference.
- Your failure to comply with the law of any country;
- any act, neglect or default by any agent, employee, licensee or customer of Yours;
- a contractual claim arising from Your use of Our Products;
- a breach of the Intellectual Property rights of any legal person.

17. Severability

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form.

Each provision in this policy shall be interpreted as severable and shall not in any way affect any other of these terms.

18. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Online Shopping Terms and Conditions Policy for all purposes.

This Online Shopping Terms and Conditions are effective unless and until terminated by either You or Us.

You may terminate the Online Shopping Terms and Conditions Policy at any time by notifying us that You no longer wish to use Our Services, or when You cease using Our Website.

If in Our sole judgment You failed, or we suspect that You have failed, to comply with any terms or provisions of Our Online Shopping Terms and Conditions Policy, we may terminate this agreement at any time without notice and You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny You access to Our Services (or any part thereof).

19. Waiver

The failure of us to exercise or enforce any right or provision of these Online Shopping Terms and Conditions shall not constitute a waiver of such right or provision.

20. Complete Agreement

These Online Shopping Terms and Conditions posted by us on Our Website constitutes the entire agreement and understanding between You and Us and govern Your use of Our Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between You and Us (including, but not limited to, any prior versions of the Online Shopping Terms and Conditions).

Any ambiguities in the interpretation of these Online Shopping Terms and Conditions shall not be construed against the drafting party.

21. Governing Law

These Online Shopping Terms and Conditions and any separate agreements whereby we provide Our Service to You shall be governed by and construed in accordance with the laws of South Africa.

22. Contact Information

Any questions or general correspondence regarding Our Online Shopping Terms and Conditions Policy can be directed as follows:

- Email can be sent to support@zagoncomposites.com;
- Snail mail can be addressed to Zagon Composites, 21 Chief Albert Luthuli Drive, Shop B1 - Bult Boulevard Building, Potchefstroom, 2520, South Africa.