

General terms and conditions

General

These general terms and conditions ("GTCs") of Fontanella Importers (Pty) Ltd will apply to each order for products and services from FONTANELLA IMPORTERS (PTY) LTD. By using the FONTANELLA IMPORTERS (PTY) LTD website located www.fontanellaimporters.co.za, you will be deemed to have accepted these GTCs.

The GTCs, in the version applicable at the time you place your Order with FONTANELLA IMPORTERS (PTY) LTD, will apply to that Order. FONTANELLA IMPORTERS (PTY) LTD reserves the right to amend these GTCs at any time and any change will be effective for all subsequent Orders.

Registration

You are able to choose whether to register for FONTANELLA IMPORTERS (PTY) LTD's online store or to place your Order without registering. You undertake to provide complete and accurate personal details when you place your Order. FONTANELLA IMPORTERS (PTY) LTD accepts no liability for failed delivery where the information that you have provided with your Order was incomplete or incorrect.

You must keep your username and password secure. FONTANELLA IMPORTERS (PTY) LTD accepts no liability for any unauthorized use of your login details. FONTANELLA IMPORTERS (PTY) LTD reserves the right to delete customer data at any time and without explanation and to block any username or password.

Orders

Any Order placed by you through the Website will constitute an offer to purchase the Products from FONTANELLA IMPORTERS (PTY) LTD for the price specified on the Website at the time of the Order. All Orders are subject to availability and payment. This offer cannot be withdrawn by you without FONTANELLA IMPORTERS (PTY) LTD's prior consent. Once the Order has been received by FONTANELLA IMPORTERS (PTY) LTD, you will receive a confirmation of acceptance. FONTANELLA IMPORTERS (PTY) LTD reserves the right to accept or reject any offer at any time without explanation.

Unless specifically stated, any accessories depicted with the Products are not supplied with the machines. Unless explicitly mentioned, decorations shown in photos and films do not form part of the Products. Care products and accessories must be purchased separately.

Modifications and Availability

The Website contains information about Products and services relating to machines with electrical plugs specifically designed for use in South Africa. FONTANELLA IMPORTERS (PTY) LTD is constantly adapting and updating its Products and accordingly the configuration of the Products on the Website is subject to change without notice.

FONTANELLA IMPORTERS (PTY) LTD accepts no liability for any typographical or other errors on the Website. You acknowledge that there may be variations in the actual colour of the Products as shown on the Website due to the screen or colour profile.

FONTANELLA IMPORTERS (PTY) LTD reserves the right to change the content of the Website at any time and does not warrant that the information contained on the Website is complete or up to date or that every Product shown on the Website will be in stock or available at all times.

FONTANELLA IMPORTERS (PTY) LTD reserves the right to discontinue any Product at any time, without notice and to disable the webpage relating to that Product.

Pricing

All prices published on the Website are in South African Rands and are inclusive of Vat. The offers on the Website only apply to customers placing Orders within South Africa.

FONTANELLA IMPORTERS (PTY) LTD will not be liable for any currency conversion or other fees in relation to your Order.

Payment

You are able to pay for your Order by any of the forms of payment accepted by FONTANELLA IMPORTERS (PTY) LTD, which are indicated on the Website from time to time. The confirmed purchase price and any additional costs due (including shipping costs) will be displayed and charged to you when the Order is placed (by clicking on the "Buy" link). FONTANELLA IMPORTERS (PTY) LTD will not ship any Order until payment has cleared. You will receive an invoice from FONTANELLA IMPORTERS (PTY) LTD once your Order has been processed.

For more information, please refer to the "Payment options" page.

Types of delivery

For more information, please refer to the "Delivery conditions" page.

Delivery

Upon receipt, all Products should be inspected immediately to ensure that the Products match your Order, are complete and have not been damaged in transit. Any incorrect or incomplete Orders or damaged Products should be immediately reported to FONTANELLA IMPORTERS (PTY) LTD.

Risk and Title

Risk and title in the Products will pass to you on delivery.

Cancellations

You should carefully check your Order prior to placing an Order through the Website. FONTANELLA IMPORTERS (PTY) LTD will not be responsible for any errors in your Order. FONTANELLA IMPORTERS (PTY) LTD will not accept any cancellation or modification to any Order after it has been placed with FONTANELLA IMPORTERS (PTY) LTD.

Warranties

You warrant to FONTANELLA IMPORTERS (PTY) LTD that all information provided in your Order is complete and accurate. In placing your Order through the Website, you warrant to FONTANELLA IMPORTERS (PTY) LTD that you have read and understood these GTCs.

Liability

Except as specifically set out in these GTCs, the GTCs do not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Products, or any contractual remedy for their failure.

By placing an Order through the Website, you acknowledge that you:

- have not relied on any advice, recommendation, information or assistance provided by FONTANELLA IMPORTERS (PTY) LTD in relation to the Products; and
- have not made known, either expressly or by implication, to FONTANELLA IMPORTERS (PTY) LTD any purpose for which you require the Products and you have the sole responsibility of satisfying yourself that the Products are suitable for your use.

FONTANELLA IMPORTERS (PTY) LTD's liability to you arising under or in connection with the sale of the Products to you is limited to the maximum extent permitted by law.

Nothing in these GTCs is to be interpreted as excluding, restricting or modifying the application of any laws applicable to the sale of goods which cannot be so excluded, restricted or modified.

Termination

FONTANELLA IMPORTERS (PTY) LTD reserves the right to terminate your access to the Website for any reason.

Returns

You are able to return any Products to FONTANELLA IMPORTERS (PTY) LTD provided that the item is returned undamaged, in its original packaging, has not been used and is returned within 7 days of the delivery date specified on your invoice.

Unless in accordance with FONTANELLA IMPORTERS (PTY) LTD's Warranty Statement, FONTANELLA IMPORTERS (PTY) LTD will not accept any used, damaged or incomplete Products for return, or any Products that has not been returned with the required delivery slip. Unless in accordance with FONTANELLA IMPORTERS (PTY) LTD's Warranty Statement, you are responsible for the cost of returning Products to FONTANELLA IMPORTERS (PTY) LTD.

Copyright

The Website, and all materials provided on the Website, including all logos, images, and text, is and will remain the property of FONTANELLA IMPORTERS (PTY) LTD and is protected by law. Copying, downloading, using, publishing or otherwise reproducing any part of the Website for your own purpose without the prior written consent of FONTANELLA IMPORTERS (PTY) LTD is strictly prohibited.

Miscellaneous

A failure by FONTANELLA IMPORTERS (PTY) LTD to enforce any of these GTCs shall not be construed as a waiver of any of FONTANELLA IMPORTERS (PTY) LTD's rights.

If a clause of these GTCs is unenforceable, it must be read down to be enforceable or, if it cannot be read down, the clause must be severed from these GTCs, without affecting the enforceability of the remaining clauses.