

TERMS AND CONDITIONS

Last updated: May 16, 2022

Please read these terms and conditions carefully before using our service.

Acknowledgement

These are the Terms and Conditions governing the use of this service and the agreement that operates between you and the company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the service.

Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the service.

By accessing or using the service or purchasing any of our products, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not access the service or purchase the product.

Your access to, and use of, the service is also conditioned on your acceptance of and compliance with the Privacy Policy of the company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the application or the website and informs you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our service.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach any of these Terms and Conditions. Upon termination, your right to use the service will cease immediately.

Limitation of Liability

We 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 Wolfbark (Pty) Ltd, its directors, employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to info@wolfbark.co.za

Wolfbark (Pty) Ltd, its directors, employees, agents or authorised representatives shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from use of, or reliance upon, the website or the content in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

You hereby indemnify Wolfbark (Pty) Ltd, its directors, employees, agents or authorised representatives 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.

Intellectual Property

All content included on the website, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our content suppliers and is protected in terms of intellectual property laws in South Africa. The compilation of all content on the website is our exclusive property and is protected by copyright law. All software used on the website is our property or that of our software suppliers and is protected by copyright law. The trademarks, names, logos and service marks (collectively "Trademarks") displayed on the website registered and unregistered trademarks belong to us. Nothing contained on the website, except as expressly stated in the Terms, shall be construed by you as the granting of any license or right to use any trademark without our prior written permission. All rights in and to the content and trademarks are reserved and retained by us and/or our content suppliers. You further acknowledge that we and/or our content suppliers are the proprietors of all the content and trademarks on the website, whether it constitutes confidential information or not, and that you hold no right, title or interest in any such material.

Terms of Sale and Services

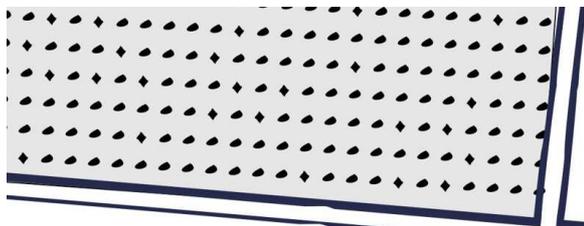
Products are displayed on the website and described in the most accurate way possible. However, Wolfbark (Pty) Ltd does not certify that the product descriptions, images or any other content of the website is accurate, complete, and reliable and/or error free. We have made every effort to display as accurately as possible the colours of the products that appear on the site. As the actual colours you see will depend on your computer's monitor we cannot guarantee, however, that your monitor's display of any colour will be accurate. The products displayed on this site are subject to availability and will be delivered only within the defined areas as determined by the company. The company reserves the right, without prior notice, to discontinue or change pricing or specifications on products and services offered on this site without incurring any liability whatsoever.

A purchase contract ("sale") only comes into effect if and when you electronically submit a properly completed order ("order") for one or more products and payment has been made via EFT or bank deposit, with proof of payment sent to orders@wolfbark.co.za and reflecting on our account with CORRECT reference as supplied by us. If your payment is not received or declined by your bank or credit card issuer, we cannot hold your order and your order will not be processed.

Please note that an order is merely an offer to purchase and Wolfbark (Pty) Ltd reserves the right to accept or reject your offer for any or no reason including, but not limited to, the unavailability of any product, an error in the price or the product description, or an error in your order. Please note that product stock of all items is limited with delays including manufacturing time. Wolfbark (Pty) Ltd will take all the reasonable attempts to ensure that special offers are ended when stock runs out. If we cancel due to our inability to fulfil your order in terms of the advertised price or product being sold out, we will provide a full refund of your order. Prices are shown in South African Rand. Prices of products are current at the time of display and are subject to change from time to time without notice.

Delivery of Products

Wolfbark (Pty) Ltd offers delivery of goods to you at the delivery selection made when orders are placed on days scheduled by the company in our usual area of delivery. If you want to make collection arrangements please contact our office, either because you do not fall in our usual area of delivery, or to expedite receipt. To check if you fall in our usual area of delivery, please communicate with our sales staff.



Orders will be processed within 2 working days of receipt of payment. Thereafter products will be dispatched and delivered within 14 working days, excluding circumstances beyond our control, e.g. manufacturing delays, strikes, acts of God, etc.

Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

Please note it is your responsibility to check the website regularly to determine whether any changes have been made to the Terms and your continued use of the website will be deemed your acceptance of the Terms.

This agreement is governed by the laws of the Republic of South Africa. You, the user, and Wolfbark (Pty) Ltd hereby submit to the jurisdiction of the South African Courts in respect of and concerning disputes arising out of this agreement.

Contact Us

If you have any questions about this Privacy Policy, You can contact us:

By email: info@wolfbark.co.za