

TERMS AND CONDITIONS

Ultranova(PTY)LTD head office is based in Olifantsfontein, Johannesburg, supplier and Manufacturer of LED products and Electrical (“our website”) www.ultranova.co.za. By accessing and using our website the user known as the client agrees to be bound by the terms and conditions set out in this legal notice. The user may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the prior written consent of the provider

Electronic Communications

When user/client visits our website <https://ultranova.co.za/wp> or send e-mails to the provider, the user is communicating with the provider electronically. The user consents to receive communication from the provider electronically. The provider will communicate with the user by e-mail or posting notices on this site. The user agrees that all agreements, notices, disclosures and other communications that the provider provides to the user electronically satisfy any legal requirements that such communications be in writing.

E-Commers and Privacy

Our website www.ultranova.co.za sells LED and electrical products. The use of any product or service bought from ULTRANOVA(PTY)LTD Website is at user’s risk. The user indemnifies and holds the provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the website. The private information required for executing the orders placed through the e-commerce facility, namely the user’s personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the provider and not share to third parties. Only the necessary information, that is the delivery address and contact phone numbers will be made known to third parties delivering the product. Credit card details are not kept by the provider under any circumstances.

The provider undertakes that it has taken all responsible precautions to secure the credit card processing that is carried out to receive payment for goods sold. The provider cannot be held responsible for any security breaches occurring on the user’s electronic device (Personal computer or any other electronic device used to browse the website), which may result due to lack of adequate virus protection software or spyware that the user may inadvertently have Installed on his/her device. The provider will supply all goods to the delivery company in good order.

Online Payment – Pay Fast Payment Gateway

All credit cards payments are processed by the Pay Fast Internet Payment Gateway.

Card holders may go to <http://www.payfast.co.za> to view the pay fast security policy.

Delivery policy

Subject to stock availability and receipt of payment, requests will be processed within 2–5 working days and handed over to the courier company for delivery in and around South Africa. Same day delivery option will only apply if order is placed before 10:00am the same day, if the order is placed after 10:00am goods will only be delivered the following working day. In these circumstances the provider will be in contact with the user. The provider will supply all goods to the delivery company in good order and will ensure that the goods arrive at the user's chosen delivery address in the same good order.

Cancelled orders on the e-commerce facility will be refunded after a deduction of a 15% charge for administration costs. The provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of the stock ordered does not meet the providers standard. Should the provider exercise this right, the user will receive a full refund with no deduction within 7 days of the order.

Any complaints regarding the standard and quality of the product bought by consumers through e-commerce facility should be directed to the product specialist.

Returns/Refund Policy

Products may not be returned unless the incorrect product has been supplied by the provider or the product is damaged or faulty. If the wrong product has been supplied, or the product is faulty or damaged the provider will exchange it on condition that the customer returns the product within seven business days of the receipt. In such an instance, the provider will make a reasonable effort to exchange the product upon receipt of the returned products, but if replacement is not possible, the provider will refund the purchase price including delivery cost upon receipt of the returned products.

Export Restriction

The offering on this website is available to South African clients and delivery addresses within South Africa.

Updating Of Terms & Conditions

The provider reserves the right to change, modify, add or remove from portions to the whole of these Terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted to this website. It is the user's obligation to periodically check these Terms and Conditions on the website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Limitation of Liability

The website and all content on the website, including any current or future offer of products or services, are provided on a "as is" basis and may include inaccuracies or typographical errors. The provider makes no warranty or representation as to the availability, accuracy or completeness of the content. Neither the provider nor any holding company affiliate or subsidiary of the provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any function thereof, or of any linked website, even if the provider is expressly advised thereof.

Privacy: Casual surfing

The user may visit the website without providing any personal information. The website servers will in such instances collect the IP address of the user's computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the website, pages viewed, etc. The provider uses the information to determine use of the website and to improve content thereon. The provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This website is controlled, operated and administered by the Provider from its offices within the Republic of South Africa. Access to the website from territories or countries where the content or purchase of the products sold on the website is illegal or prohibited, the user may not use the website in violation of South African export laws and regulations. If the user accesses this website from locations outside South Africa, that the user is responsible for compliance with all local laws. These terms and conditions shall be governed by the laws of the Republic of South Africa, Ultranova(PTY)ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice or other documents or communication of whatsoever nature, and the user consents to the jurisdiction of any competent magistrate's court in a event of any dispute, however the provider reserves the right to approach any high court having jurisdiction. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be in enforced to the maximum extent permissible so, as to give effect to the intent of these Terms and Conditions and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and User with regard to the use of this Content and this Website.