

PROMINENT PAINTS

TERMS AND CONDITIONS OF SALE – ONLINE SALES (PLACED ON OUR WEBSITE) ONLY

1. General

These Terms and Conditions of Sale (**Terms and Conditions**) govern all sales of the coatings and other products (the **Products**) made available through our website (**Website**). By placing an order for any Products on our website (**Order**) you agree to be bound by both these Terms and Conditions and our Privacy Policy.

2. Product Information and Availability

We strive to ensure that all Product descriptions, images, and pricing are accurate. However, packaging and appearance may vary. All Products are supplied subject to availability and we reserve the right to discontinue or modify Products without prior notice.

3. Pricing and Payment

- 3.1 All Product prices are listed in South African Rand and include VAT. We reserve the right to amend any pricing at any time at our discretion and specifically, without limitation, to correct any pricing errors.
- 3.2 Product prices indicated on the Website are indicative only and do not constitute an offer to sell the Products at the prices indicated. Any Order placed by you will constitute an offer available to us for acceptance.
- 3.3 If the price for any Product specified in an Order is incorrect and it is either: obvious that the price is incorrect; or that the price could reasonably be recognised as being incorrect, then we reserve the right to amend the price for that Product or to refuse to supply that product at that price.
- 3.4 Payment must be made in full at the time of order via the accepted payment methods indicated on our website.

4. Delivery

- 4.1 Delivery times are estimates and may vary based on location and delivery service availability. Ownership of each of the Products specified in the Order transfers only once full payment is received, and risk in relation to each of such Products passes to you on either the date of their delivery to the address specified in the Order or the date of their collection by you from the outlet specified in the Order (Collection Point).
- 4.2 We are not liable for any delivery delays whether, *inter alia*, caused by third-party couriers or events beyond our control, or any delay in Products being made available for collection at the Collection Point, or any other cause whatsoever.

5. **Shipping Policy**

5.1 **Delivery Areas**

5.1.1 Our delivery areas are: Johannesburg; Pretoria; Bloemfontein; Cape Town; Durban; East London; George; Kimberley; Nelspruit; Polokwane and Gqeberha.

5.1.2 Some remote or outlying areas may be subject to extended delivery times or additional charges. In some cases it may be impossible to arrange delivery, in which case we will endeavour to make the Products ordered available for collection by you at a Collection Point reasonably near you.

5.2 **Delivery Timeframes**

Standard delivery typically takes 5 business days from the date of order confirmation. Delivery timeframes are estimates and not guaranteed.

5.3 **Delivery Fees**

Delivery charges, if any, are calculated at checkout based on order size, weight, and delivery location. No Order will be delivered unless the applicable delivery charges have been paid

5.4 **Order Tracking**

Once your order is dispatched, you will receive a tracking number via email or SMS to monitor delivery progress.

5.5 **Failed Deliveries**

If delivery fails due to incorrect address details or your unavailability, re-delivery may incur additional charges.

6. **Collections**

6.1 If, when placing the Order, you specified that some or all of the Products ordered are to be collected, they will be made available to you for collection at the designated Collection Point from the date that we notify you that they are available to be collected.

6.2 Orders specified for collection will be held at the designated collection Point for 45 days from the date that you are notified that the Products ordered are available for collection. If you fail to collect these Products within this period then, if you subsequently wish to collect them, you will be required to contact us to make suitable arrangements.

7. **Damaged or Missing Items**

Please inspect your Order upon delivery or collection. If any items are missing, incorrect, damaged, or in excess, notify us within 48 hours with supporting photos and documentation so we can assess and resolve the issue.

8. **Returns and Refunds**

- 8.1 Returns or any Products ordered must be requested within 5 days of delivery and approved in writing. Products must be unused, in original packaging, and in resalable condition.
- 8.2 Accepting the return of any Product will be entirely at our discretion. In this regard, regardless of its condition, we are unlikely to accept the return of any tinted or other Products prepared at your request.
- 8.3 If a return of any Product is accepted, you will be responsible for all costs associated with the return, including drop-off at the designated Collection Point or arranging delivery at your own expense.
- 8.4 Refunds (if applicable) will be processed within 21 days of receiving the returned Products.

9. **Warranty and Liability**

We provide a warranty for our Products, as specified [here](#) on our website. All warranties of our Products are governed by the terms of the aforesaid warranty, and nothing contained in these Terms and Conditions shall amend, or be construed as amending or varying, the said warranty terms. If any conflict should arise between these Terms and Conditions and any of the aforesaid warranty terms, the warranty terms will prevail.

10. **Intellectual Property**

All content on our website, including trademarks and Product images, is protected by copyright and may not be used without permission.

11. **Governing Law**

These Terms and Conditions are governed by the laws of the Republic of South Africa. Any disputes shall be resolved in accordance with South African legal procedures.

12. **Amendments**

We reserve the right to update these Terms and Conditions at any time. Continued use of our website constitutes acceptance of the updated Terms and Conditions.

13. **Domicilium**

Our *domicilium citandi et executandi* for all purposes under these Terms and Conditions, is 11 Dan Jacobs Street, Alrode, Alberton, Gauteng, South Africa. Your *domicilium citandi et executandi* shall be either your delivery address or your address specified in the Order.