

**“Coppermoon Ribbons”** provides the information contained on this website and the pages comprising the website (“website”) and advertises and sells the products to you, subject to the terms and conditions set out herein and as may be referenced herein (“the terms”) unless otherwise stated. For the purposes of these terms, “products” means those items offered for sale by Coppermoon Ribbons or the services made available from time to time via the website.

- 1. Acceptance** By accessing and/or using the website, you agree to be bound by the terms. Coppermoon Ribbons may at any time modify any of the terms and such modification will supersede and replace any previous terms. The amended terms will be made available on the website. Each time you access the website and/or use the services offered via the website, you agree to be bound by the terms, as may be modified from time to time.
- 2. Content of the Website** Whilst every effort is made to update the information provided on this website on a regular basis, Coppermoon Ribbons makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of any information, data and/or content on the website from time to time. Coppermoon Ribbons reserves the right at any time to change or discontinue without notice, any aspect or feature of the website and any information, data and/or content on the website.
- 3. Verification** You agree that all instructions, consents, orders and other communications which purport to originate from you or a person who had authority to act on your behalf to operate automatically (unless it is proved that such information system did not properly execute such programming) (collectively “the originator”) and which are sent to Coppermoon Ribbons electronically and which may (as a result of interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the instructions actually sent or given, or may not have been given by you at all, shall be deemed to have been given by the originator in the form actually received by Coppermoon Ribbons and you will be bound by such instruction with no liability of whatever nature attaching to Coppermoon Ribbons in regard thereto. You waive any rights that you may have or obtain against Coppermoon Ribbons arising directly or indirectly from any loss or damage of whatsoever nature which you may suffer as a result of the fact that Coppermoon Ribbons acts on your instructions/orders or instructions/orders purported to emanate from you and you indemnify Coppermoon Ribbons against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by you, arising as a result of the fact that Coppermoon Ribbons has acted on your instructions/orders or instructions/orders which purported to emanate from you.
- 4. Ordering process, production & delivery**
  - All enquiries shall be submitted in writing, either by means of email or fax, to which Coppermoon Ribbons will respond in the same way. We will request you to define exact product colours, quantities, layout, design, wording, fonts, graphics, etc. in order to submit a detailed and exact quotation. Coppermoon Ribbons offers to make a maximum of 2 product samples per design free of charge, of which a photo will be emailed for approval, alternatively, posted with standard surface mail unless otherwise requested and paid for by yourself. Final approval of the product must be submitted in writing, together with proof of payment of the full order amount to confirm the order. Coppermoon Ribbons will commence production based on the aforementioned and cannot accept order cancellations thereafter and any monies paid to Coppermoon Ribbons to confirm your order shall be deemed non-refundable.
  - All orders shall be executed within the time period notified therefore by Coppermoon Ribbons. Coppermoon Ribbons shall notify you should any products be unavailable for any reason whatsoever.
  - Delivery times are estimates only and we are not liable for any late deliveries. Delivery times are dependant on the agreed shipment method, as quoted and paid for. Notification of shipment with tracking number will be communicated to you upon shipment.
  - Please note that a transaction will only be deemed to have been concluded once the product/service in question has been delivered/collected in accordance with the agreed delivery option or agreed process.
  - As erroneous or outdated prices may be displayed on this website from time to time, you agree that we will not be obligated to sell a product at such erroneous price.
  - Any colour codes as advertised on the website, are indications only and may vary and Coppermoon Ribbons reserves the right to substitute colours as and when necessary. Any changes shall be communicated to you prior to production.
  - Coppermoon Ribbons reserves the right to cancel the order for any reason on notice to you. Receipt of a confirmation of the order (which constitutes acceptance by Coppermoon Ribbons to process the order) will be sent to you once we receive your order.
- 5. Payment Options** We accept payment via Electronic Funds Transfer, Direct Cash Deposit, and Direct Cheque Deposit. Please note though that we cannot start processing any orders before the funds have been cleared by our bank.

- 6. Returns / Refunds** Any claims with regards to the quality of our products must be submitted within seven (7) days from receipt of your order. Refunds shall only be granted for provable defects in the materials used and/or damaged products. You as the purchaser will be responsible for shipment / delivery costs to return the products to our factory and refund will only be processed upon receipt thereof, and only if Coppermoon Ribbons agrees to comply to your request.
- 7. In compliance with Section 43 (1) of the ECT Act of 2002, please note the following:**  
**Registered Company Name:** Coppermoon Ribbons  
**Sole Proprietor:** Saritha Carlson  
**Physical Address:** Meyerton 1960
- 8. Privacy and Security** All personal information obtained by Coppermoon Ribbons for the production of your product is protected and will be treated with utmost confidentiality. Coppermoon Ribbons reserves the right to utilise any samples of your product for advertising purposes.
- 9. Copyright and Intellectual Property Rights** Copyright and all intellectual property rights in all materials, texts, drawings and data (collectively “the materials”) are owned by Coppermoon Ribbons. Coppermoon Ribbons is the lawful user thereof and are protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will constitute an infringement of such copyright and other intellectual property rights; save that you may use the materials or any component thereof for your own internal purposes and for the purposes of ordering products from Coppermoon Ribbons.
- 10. External links** External links may be provided for your convenience, but they are beyond the control of Coppermoon Ribbons and no representation is made as to their content. Use or reliance on any external links provided is at your own risk. When visiting external links you must refer to the external terms and conditions of use. You may not link to this website, in any manner, or frame any content of this website in any other manner or otherwise use the content without the express prior written permission of Coppermoon Ribbons.
- 11. Unlawful use** You shall not use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify Coppermoon Ribbons against any loss, liability, damage or expense of whatever nature which Coppermoon Ribbons or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any message or material as aforesaid.
- 12. Warranties, Disclaimers and Limitation of Liability** Save as set out in the terms, Coppermoon Ribbons makes no warranties, representations, statements or guarantees (whether express, or implied in law or residual) regarding the website and the products and the website and products made available via the website are provided “as is”. Neither Coppermoon Ribbons or its directors shall be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the website and/or any information contained on or via the website and/or your use of the products. Without limiting the generality of the foregoing, neither Coppermoon Ribbons nor its directors shall be liable for any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any service which are necessary to ensure the availability of the website. You hereby indemnify Coppermoon Ribbons or its directors against any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable directly or indirectly to the aforesaid. Notwithstanding anything to the contrary contained herein, Coppermoon Ribbons shall not be liable for any direct, indirect, contingent or consequential loss (including but not limited to loss of business, loss of data and/or loss of profits) incurred or sustained by you or any third party howsoever arising in respect of your use of or reliance of any information offered on or via the website and/or your use of the products. Without limiting the generality of the foregoing, Coppermoon Ribbons shall not be liable to you or any third party for any loss or damage of whatsoever nature in the event that you request that an order be stopped or cancelled. By accessing the website, you warrant and represent to Coppermoon Ribbons that you are legally entitled to do so to purchase any of the products offered for sale via the website. You further warrant that all the details you have given are true and complete and that you are legally capable of concluding this transaction. If you are younger than 21 years of age you warrant that you have the consent of your legal guardian to enter into this agreement with Coppermoon Ribbons or that you have obtained legal status in another manner. We may in our sole discretion at any time suspend or terminate the operation of this website without prior notice to you and without the need to give you reasons for such termination.
- 13. Use of the Website** Coppermoon Ribbons does not make any warranty or representation that information and products advertised on the website are appropriate for use in any jurisdiction. By

accessing the website, you warrant and represent to Coppermoon Ribbons that you are legally entitled to do so and to make use of information and purchase the products made available via the website.

- 14. General** Without detracting from the provisions of your account terms and conditions, the terms constitute the sole record of the agreement between you and Coppermoon Ribbons in relation to your use of this website. No indulgence or extension of time which either you or Coppermoon Ribbons may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights. Coppermoon Ribbons shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms. All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these terms and conditions shall remain in full force and effect. Should Coppermoon Ribbons be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as Coppermoon Ribbons is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding event. In the event that force majeure continues for more than fourteen days after it has first occurred then Coppermoon Ribbons shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement or any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage or transport facilities. These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or the terms or any matter related to or in connection therewith. For purposes of calculating any time periods GMT +2:00 shall be used. Your terms and conditions shall apply to all transactions you conclude via this website. A certificate issued by an administrator of this website shall constitute prima facie proof of any fact related to this website, including but not limited to which version of the terms and conditions govern a particular dispute and what content was published or functionality was available on the website at a specific point in time. The deeming provisions of the ECT Act are excluded to the extent that no message shall be deemed to have been received by us unless we acknowledge receipt thereof in writing. This does not detract from the fact that if you submit an order more than once you may have concluded a double transaction for which you will be liable and that a transaction will only be deemed to have been concluded between you and Coppermoon Ribbons on delivery/collection of the product or service.