

Terms and Conditions

(The following terms and conditions are only applicable to those that within the Consumer Protection Act's definition of a "Consumer")

INTRODUCTION

The website **Dmureliving.co.za** (the "website") is owned and operated by Illumina Lighting (Pty) Ltd. The Company includes representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners and co-branders.

In its operation of the website, www.Dmureliving.co.za offers products for sale in its own right and on behalf of third party sellers. When you place an order with **Dmureliving.co.za**, the products may be supplied to you by us or by a third party seller and the legal relationship of 'buyer' and 'seller' will be between you and the respective supplier. Where the products are supplied by a third party, they have agreed to be bound by these terms and conditions of sale and any reference to 'we' 'our' or 'us' applies to that supplier.

In any event, these Terms and Conditions govern the supply of any product ordered by you on the website. By ordering a product, you agree to be legally bound by these Terms and Conditions.

Interpretation

"Account" means the account that you will need to register in order to submit an Order Acknowledgement" means our confirmation of your Order (typically sent by email) "Business Day" means any day other than a Saturday, Sunday, or public holiday in South Africa "Customer" means individual who places an Order on the Site "Delivery Form" means anything that requires your signature to prove that you have received the goods. This can be a Tax Invoice, Delivery Note or a Waybill. "Order" means the order submitted by you on the website to purchase a Product "Product(s)" means the supplier's products to be sold to Customers via the website in accordance with this agreement "You" means the Customer who places an Order on the Site "We" means **Dmureliving.co.za** "Website" and/or "Site" means www.dmureliving.co.za and pages directly linked thereto.

GENERAL

These Terms and Conditions shall commence from the date on which they are published on the Site and continue indefinitely, as amended by Dmureliving.co.za from time to time, for so long as the Site exists and is operational, **Dmureliving.co.za** being entitled to terminate these Terms and Conditions and/or shut down the Site at any time (subject to still processing any orders then already placed and accepted by **Dmureliving.co.za** However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions, your Order, the Acknowledgement and the Confirmation of Order.

No failure or delay by us or you in exercising any right under these Terms and Conditions or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms and Conditions or the Contract.

If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with these Terms and Conditions or a Contract or all or any of your rights or obligations under these Terms and Conditions or a Contract.

Nothing in these Terms and Conditions or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.

A full record of every sale and related transaction between you and **Dmureliving.co.za** shall be maintained on the Site for a period of 6 months following the date of such sale or related transaction. You shall thus only be able to view and print such record during such period, where after you shall be responsible for retaining your own record of the relevant sale or related transaction.

Any and all copyright subsisting in the Website, including these Terms and Conditions, vests in **Dmureliving.co.za** and all rights not expressly granted are reserved.

When you visit the Site or send e-mails to **Dmureliving.co.za** you consent to receiving communications from **Dmureliving.co.za** electronically and agree that all agreements, notices, disclosures and other communications sent by **Dmureliving.co.za** satisfy any legal requirements, including but not limited to the requirement that such communications should be in "writing".

These terms are subject to the provisions of the Electronic Communications and transactions Act no. 25 of 2002 (the Act") and any of the terms that are in conflict with any of the compulsory provisions of the Act will be deemed to have been modified so as to comply with such provisions of the Act.

We reserve the right to refuse service to anyone for any **justifiable** reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk, **unless the incorrectness of such information were or reasonably should have been within Dmureliving.co.za reasonable control.**

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site **unless reasonably necessary**. You agree that it is your responsibility to monitor changes to our site.

**** Actual colours may vary from your viewing screen. Products & prices subject to change without notice, excluding those products subject to existing transactions.**

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service **if reasonable in the circumstances.**

PRODUCTS OR SERVICES (IF APPLICABLE)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy only.

At the time of order some items might be out of stock - if so the **Dmureliving.co.za** Team will contact you to recommend a similar item that is in stock or we will credit your account or make a full refund payment. Refund payments can take up to 10 days.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer / devices monitor/screen display of colours will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction, before or after payment **for any justifiable reason**. The shipping cost that the customer incurs is not the true cost of the transportation – **Dmureliving.co.za** covers a portion of the shipping and therefore we reserve the right to cancel and refund an order at our own discretion **if reasonable in the circumstances**. We may exercise this right on a case-by-case basis. We reserve the right to **reasonably** limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime **with** notice, at the sole discretion of us. We reserve the right to discontinue any product at any time if reasonable in the circumstances.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, **unless such expectations are reasonable in the circumstance.**

We outsource our deliveries to various courier companies, once items are delivered, there is a 7 day return policy available to you as the customer whereby the customer must notify [Lighting.co.za](mailto:Lighting@dmureliving.co.za) by email if they wish to return the item. Once this time frame has expired we can no longer accept any returns no matter the reason. We are only responsible to deliver items to the specified delivery address. Further transportation from there that is done by yourself is at your own risk and **Dmureliving.co.za** will not be held responsible.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us for a justifiable reason. We may, in our sole discretion, which we will use reasonably limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Full Returns Policy in this document.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability arising from or relating to your use of optional third-party tools, **unless the occurrence of any damage or loss were within our reasonable control.**

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites **unless the occurrence of any damage or loss were within our reasonable control.**

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are **reasonably** unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. Please view our Privacy Policy.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains **reasonable** typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time **with** prior notice (including after you have submitted your order).

At the time of order some items might be out of stock - if so the **Dmureliving.co.za** Team will contact you to recommend a similar item that is in stock or we will credit your account or make a full refund payment. Refund payments can take up to 10 days.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

REGISTRATION, ORDER AND CANCELLATION

When placing an order online, you must be over 18 years of age, possess a valid credit or debit card and register for an account on the website. Only payments with South African cards, or Instant EFT via Payflex or Payfast will be accepted on **www. Dmureliving.co.za** To place the order you should follow the given instructions.

Irrespective of any previous price you have seen or heard, once you select a Product that you wish to order, you will then be shown or told (on the website) the charges you must pay including value added tax (VAT), if applicable, and any applicable delivery charges. Unless otherwise stipulated on the website, all charges are in the currency of South Africa (ZAR).

You shall pay for the Product in full and any applicable delivery charges when placing the order by supplying us with your credit or debit card details. Alternatively, you may pay by any method that we have said is acceptable to us. In any event, we shall not be bound to accept the order before we have received the funds in full.

You undertake that all details you provide to us for the purpose of purchasing the Product from us will be correct, that the credit or debit card, or account or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your payment details before providing you with the Product.

When you submit an Order, you agree that you do so subject to the prevailing Terms and Conditions.

We shall not be obliged to supply the Product to you until we have accepted your Order. We will send you an Acknowledgement with your Order reference number and details of the Product you have ordered. **Dmureliving.co.za** reserves the right to decline any order, for any reason (e.g. unavailability of supplies, incorrectly priced ect). In this case, we will promptly grant you a store credit via Gift Card or a full refund.

Dmureliving.co.za works closely with its suppliers to ensure that prices shown on the website are accurate. In the unlikely event that the price of your order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed at the amended price.

SHIPPING

Please note that **Dmureliving.co.za** fulfil from various warehouses and you may receive your order in multiple deliveries.

At the time of order some items might be out of stock - if so **Dmureliving.co.za** Team will contact you to recommend a similar item that is in stock or we will credit your account or make a full refund payment. Refund payments can take up to 10 days.

For those items that are in stock, we aim to deliver regular parcels to central areas in South Africa within 2-10 business days with Standard Door to Door Courier or 7-12 business days with Economy Door to Door Courier, to outlying areas within South Africa within 5-12 business days and special freight items within 15-21 business days from the date your payment has been received. For those products that are made to order, or are not currently in stock, please see the estimated availability date for dispatch on each product. Please note we do aim however to get the goods out to you as fast and efficient as possible. We will notify you if we are unable to meet our estimated delivery timeframe, but we shall not be liable for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery, unless such late delivery can be attributed to any circumstances within our reasonable control.

Items will be delivered to the address you provided while placing an order. For special freight items the courier might contact you directly to agree on an appropriate delivery time. If, for any reason, the courier cannot reach you at the agreed delivery time, we will provide you with the instructions to either collect the product(s) directly from a courier depot if possible (in case of regular parcels) or to re-arrange the delivery (in case of special freight). In these situations, **Dmureliving.co.za** reserves the right to charge you for any additional costs incurred (e.g. delivery and storage) or to cancel the sale contract, in which case, we will fully refund you the net amount (i.e. the amount you paid minus delivery costs or storage costs).

If your product is damaged in any way on delivery, please notify us and send us images as proof within **48 Hours** of delivery to info@dmure.co.za so we may correct this as soon as possible.

From the time when product is signed and delivered to you, the risk passes to you, we will not be liable for loss or destruction of the Product.

You shall ensure that you are ready for safe receipt of the Product without undue delay and at any time reasonably specified by us.

If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the courier. If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the Product to you) accept delivery or collect the Product from the courier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

Charge you for our reasonable storage fee and other costs reasonably incurred by us; or

No longer make the Product available for delivery or collection and notify you that we are immediately cancelling the applicable Contract, in which case we will refund to you or your credit card company as applicable any money already paid to us under the applicable Contract, less a 15 % administration charge as well as any shipping or storage costs associated with the order.

Dmureliving.co.za shall not be liable for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery, **unless such late delivery can be attributed to any circumstances within our reasonable control.**

It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the Products will meet your individual requirements. By completing your purchase, you acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have, **unless the requirements regarding the product were or reasonable should have been within Dmureliving.co.za reasonable knowledge and control.**

RETURNS

You are welcome to return or exchange your order within 7 calendar days from the date of delivery in its original packaging and condition.

Should 7 calendar days pass since your receipt of delivery, we do not offer in ANY case a Return, Refund or Exchange and the matter will be considered as closed.

To be eligible for a Return in ANY CASE, your item must be:

- Unused and in same condition that you have received it.
- Sufficiently packaged in ORIGINAL packaging, incl all wrappers, paperwork, accessories supplied etc.
- Only use CLEAR TAPE when closing the boxes. No masking, brown or courier adhesive tape will be allowed.
- We do not offer returns or exchanges on Made to Order, Custom Made/Cut or Bulk Order Items, **unless defective from date of sale (items) may be returned for a repair or replacement).**
- Once the item has been transported by yourselves from the original delivery address from where **Dmureliving.co.za** delivered to, we cannot do a refund or exchange

The following Products are not eligible for a Refund, Exchange or Credit:

- Products marked "SALE"; or featured in the sales/promo/flash sale/black Friday collection or purchased with a discounted coupon code upon checkout.
- Products sold on BLACK FRIDAY | CYBER MONDAY promotions. ALL items on the website for this time period will feature in promotional material/advertisements.
- Electronic vouchers or gift cards
- Products which have been personalized/customized for you or made to your specifications including products marked as Made to Order on the website.
- Special orders supplied in Bulk or imported for you by special/bulk order.
- Light Bulbs
- Modifications – where the product was amended, adjusted or tampered with in such a way that it is deemed as modified from the condition that it was originally supplied to you.
- Products damaged on delivery from you that was not sufficiently packaged upon returning the item.
- We do not accept returns on any light bulbs.
- We do not accept items that was previously installed.
- Items made from natural materials such as wood or concrete - There may be some visual imperfections in the wood — this is characteristic of the design and should not be considered a flaw.
- Items damaged through normal wear and tear.
- Items damaged due to Load Shedding or sudden unplanned power outages.
- Items not installed by a qualified tradesman or electrician.
- We also cannot accept a return once the item has been transported by yourselves from the original delivery address from **Dmureliving.co.za** delivered it to.
- Any shipping fees associated with making returns are the responsibility of the customer and will not be refunded.

Exchanges are only allowed for the exact same item (e.g. the same item in another colour) and/or an item of the exact same value. If you would like an item of a different value from the store, you will have to purchase this separately or wait until you have been refunded.

No returns will be accepted for any products that is not sufficiently packaged, regardless of the reason for return (e.g. change of mind or damaged or faulty). If any returned items are damaged during return transit due to insufficient packaging, you may not qualify for a refund / exchange and may be charged the return shipping fee to have the damaged goods returned to you.

You will be required to fill in a returns form and to send us images of the products within 7 days of delivery to info@Dmure.co.za of the product(s) for further assessment. Once assessed and approved by our team, you will be contacted to proceed with the returns process. **Dmureliving.co.za** will arrange a repair or a replacement (if available). Please do not attempt to return the items before speaking to one of our consultants (you may be responsible for any associated expenses if you do so)..

CHANGE OF MIND

You can return unwanted products to us provided that:

It is unused, uninstalled, undamaged and with all the original stickers, labels attached;

It is in original packaging, which must be undamaged and in its original condition with all the seals etc. still intact (if applicable).

Only use CLEAR TAPE when closing the boxes. No masking, brown or courier adhesive tape will be allowed.

There are no missing accessories, parts or installation instructions.

Return must be logged via **email within 7 days of delivery of the unwanted product**. After 7 days from receipt of delivery we will not be able to return, refund or exchange and the matter will be considered as closed, **unless the product had been found as defective from date of dispatch and the Consumer Protection Act, Act 68 of 2008 is applicable to the transaction**.

HOW TO RETURN

Please send an email to info@dmure.co.za to log your return. You must then complete a Return Application form.

We will arrange a courier to collect the items from you at the same charge the original delivery was. Please note that our couriers are entitled to refuse collection of a product that is not properly packaged for transport.

We are entitled to refuse a return if the unwanted product is returned damaged, used, not in a re-saleable condition or missing ANY accessories, **unless the product had been found as defective from date of dispatch and the Consumer Protection Act, Act 68 of 2008 is applicable to the transaction.**

Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product within 10 business days of the return. Please bear in mind that refunds can take 5-10 working days to reflect in your account once processed.

No returns will be accepted for any products that is not sufficiently packaged, regardless the reason for return (i.e. change of mind or damaged or faulty). If any returned items are damaged during return transit due to obvious insufficient packaging, you may not qualify for a refund / exchange and may be charged the return shipping fee to have the damaged goods returned to you.

Only use CLEAR TAPE when closing the boxes. No masking, brown or courier adhesive tape will be allowed.

WANT TO EXCHANGE

In such a case, we will collect the product from you and deliver the exchanged product. If such a variation is not immediately available we will credit your account with the purchase price of the product (less return shipping). We reserve the right to inspect the product to validate your exchange.

INCORRECT DELIVERY

If we accidentally deliver the wrong product to you or if the product is missing any of its accessories, please notify us and we will either collect the product from you at no charge. Once we have inspected the product and validated the return, we will, at your choice, deliver the correct product to you (if the correct product is available); or credit your account with the purchase price of the product within 10 days of the return.

CANCELLATION OF AN ORDER

Once you have placed the order and successfully paid online, you can cancel the order by getting in touch with us. Our turnaround times are quick and to avoid paying for shipping/courier fees, you have a small window to initiate a cancellation.

You cannot cancel your order once it has been dispatched – you will need to log a return once the order has been delivered and follow the normal return process from there.

Products not Eligible for Returns, Refunds or Exchanges

- Products which have been personalized/customized for you or made to your specifications.
- Modifications – where the product was amended, adjusted or tampered with in such a way that it is deemed as modified from the condition that it was originally supplied to you.
- Products damaged on delivery from you that was not sufficiently packaged upon returning the item.
- Only use CLEAR TAPE when closing the boxes. No masking, brown or courier adhesive tape will be allowed.
- We do not accept returns on any light bulbs.
- We do not accept items that was previously installed, **unless proven as defective from date of dispatch** .
- Items made from natural materials such as wood or concrete - There may be some visual imperfections in the wood — this is characteristic of the design and should not be considered a flaw.
- Items damaged through normal wear and tear.
- Items damaged due to Load Shedding or sudden unplanned power outages.
- Items not installed by a qualified tradesman or electrician.
- We also cannot accept a return once the item has been transported by yourselves from the original delivery address from where **Dmureliving.co.za** delivered it to, **unless proven as defective from date of dispatch by Dmureliving.co.za.**

SAMPLE ORDERS

Dmureliving.co.za will approve sample orders for Trade Clients on a case by case basis. A 15% handling fee will be applicable on returned items and the account associated with the sample order will be credited. No refunds on sample orders. Shipping both ways is for the clients account.

INTERNATIONAL ORDERS | RETURNS AND REFUNDS

Dmureliving.co.za does not offer returns on international shipments.

Please note that once your third-party shipping company used by yourself to further transport any product(s) already delivered to you by us to a further address in South Africa or abroad, we are no longer responsible for any **visible** damages even if you notify us within the 7 days return policy. You should inform us of damages BEFORE passing on the products to your shipping company.

Therefore, when using any third-party shipping company or courier company to further transport any product(s) abroad or in South Africa, all products should be inspected for any **visible** damages when delivered by **Dmureliving.co.za** before handing over to your third-party courier occurs.

You should give your transport company permission to open your packages on your behalf and confirm whether there is any damage before further transporting the packages for you.

Dmureliving.co.za is not responsible for export packaging.

PRODUCTS DAMAGED UPON DELIVERY

In the unlikely event that your item arrives **visibly** damaged in any way on delivery, please notify us and send us images as proof within **48 Hours** of delivery to info@dmure.co.za so we may correct this as soon as possible.

Please do not contact the manufacturer or supplier directly. This will cause confusion and frustration as delays in the return/exchange process will be caused.

DEFECTIVE PRODUCTS

We do our best to ensure that the products we deliver to you are of a high quality and without defects.

What is a defect? A defect is a material imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances.

The following will NOT be regarded as defects and will not entitle you to a return:

- Natural materials e.g. wood, concrete, leather etc. that have imperfections which is seen as a product characteristics and not a flaw.
- Damage occurring from normal use wear and tear incl rust and/or corrosion.
- Damage arising from negligence, user abuse or incorrect usage of the product.
- Damage arising from electrical surges or sea air corrosion.
- Damage arising from a failure to adequately care for the product.
- Damage arising from unauthorized alterations to the product.

STANDARD WARRANTY

If you have received a product which turns out to be defective, please notify us as soon as reasonably possible after you become aware of the defect but within 6 months after delivery of the product.

Please send an email to info@dmure.co.za to log a return.

Please provide suitable packaging for returning the product, as well as all accessories that were sold with the defective item when you return it to us – regardless of whether you request a repair / replacement or a refund. Our courier is entitled to refuse collection of a product that is not properly packaged for transport.

Where there is no extended supplier warranty period, unfortunately, we cannot facilitate returns that fall outside of the 6 months.

EXTENDED SUPPLIER WARRANTY

A product may have a supplier warranty that extends beyond the 6 months. If such a product turns out to be defective more than 6 months after delivery / collection, please notify us as soon as reasonably possible after you become aware of the defect, but in any event within the extended supplier warranty period after delivery / collection of the product. You can do so by contacting us at info@dmure.co.za. Unfortunately, we cannot facilitate returns that fall outside of the extended supplier warranty period.

Please note that any extended supplier warranty is subject to whatever terms and conditions the supplier or manufacturer may impose. These are usually stated in a brochure or leaflet inside or on the product packaging. It is your responsibility to make yourself aware of any such terms and conditions.

Please provide suitable packaging for returning the product, as well as all accessories that were sold with the defective item when you return it to us – regardless of whether you request a repair / replacement or a refund. Our courier reserves the right to refuse collection of a product that is not properly packaged for transport.

It is also important to note that it will be in the supplier or manufacturer's discretion to repair or replace the item, or to refund you. **Dmureliving.co.za** is under no obligation to provide you with a credit, repair / replacement for any return logged after 6 months, as your remedy lies with the supplier or manufacturer.

CONDITIONS FOR THE REDEMPTION OF GIFT VOUCHERS/GIFT CARDS

You may purchase gift vouchers for use on the website by you or other Customers. These gift vouchers will be sent by email.

Gift vouchers cannot be used to buy more gift vouchers.

An order for a gift voucher can be cancelled by contacting **Dmureliving.co.za** at any time before the gift voucher has been redeemed.

A voucher is considered to have been redeemed if it is used as payment in placing an order. If the credit of a gift voucher is insufficient for the order you wish to make, you may make up the difference through payment. You may use as many gift vouchers as you wish in paying for an order, and gift vouchers may be used in conjunction with one promotional voucher per order.

LIMITATION OF LIABILITY

Dmureliving.co.za cannot be held liable for any inaccurate information published on its website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or will full misconduct of **Dmureliving.co.za**, its employees, agents or authorized representatives.

Dmureliving.co.za shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third-party website, **unless the loss or damages can be attributed to any gross negligence or willful act of Dmureliving.co.za**

You hereby indemnify **Dmureliving.co.za** against any loss, claim or damage which may be suffered by yourself or any third party arising in any way whatsoever from your use of the website and/or any linked third-party website, **unless the occurrence e of such loss, claim or damage can be attributed to any gross negligence or willful act of Dmureliving.co.za**

Although the products sold via the Site may be under warranty, the Site itself is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these Terms and Conditions that the service available from and through this Site will meet your individual requirements and be compatible with your hardware and/or software, **unless the services not meeting your individual requirements were or reasonably should have been within Dmureliving.co.za reasonable control.**

SECURITY

Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site shall be prosecuted and civil damages shall be claimed in the event that **Dmureliving.co.za** suffers any damages or loss.

You agree and warrant that your login name and password shall: be used for your personal use only; and not be disclosed to any third party.

You allow **Dmureliving.co.za** to take all reasonable steps to ensure the integrity and security of the Site and back-office applications.

For all conditions of Payflex or Payfast relating to payment by Payflex or Payfast, the customer shall visit the Payflex or Payfast website and hereby accepts the terms thereof.

Dmureliving.co.za uses the Payflex or PayFast Online Portal for payments. Payflex/PayFast use Extended Validation SSL with 256-bit encryption. Only two of the four major South African banks use this –the highest– level of encryption currently available. 3D Secure is in place for all credit card transactions. They use BIN/IIN validation to check for card-issuing bank locations and merchants can choose to enable/disable payments from certain countries. Payments and card details are automatically checked against large online databases of blacklisted details. For more details you can visit the Payflex or Payfast website.

CIRCUMSTANCES BEYOND OUR CONTROL (FORCE MAJEURE CLAUSE)

We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

Either you or we may terminate a Contract forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of ten Business Days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered).

If we have contracted to provide identical or similar Products to more than one Customer and are **reasonably** prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

NOTICES

Any notice under a Contract shall be in writing and may be served by personal delivery or by pre-paid registered letter or by email address to the relevant party at the address or email address of the relevant party last known to the other.

Any notice given by post shall be deemed to have been served two Business Days after the same has been posted if the recipient address is in South Africa. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

GOVERNING LAW AND JURISDICTION

This Site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and you and **Dmureliving.co.za** submit to the non-exclusive jurisdiction of the South African courts.

DISPUTES

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and **Dmureliving.co.za** on any matter provided for in, or arising out of these Terms and Conditions, and not resolved through the Customer Relations Department of **Dmureliving.co.za** then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The

ADVERTISING ON THE WEBSITE

We shall use our reasonable endeavors to comply with any relevant regulations relating to the Site published by the Advertising Standards Authority.

COMMUNICATIONS

When subscribing to the Dmureliving.co.za newsletter or entering your phone number when creating an account, you consent to receive communications from Dmureliving.co.za via email, WhatsApp or sms. You will be able to, at all times, opt out of either of these forms of communication if you don't know how please contact us at info@dmure.co.za

AMENDMENT

We reserve the right to amend these Terms and Conditions at any time **with prior notice to recurring Clients**. All amendments to these Terms and Conditions will be posted online. Continued use of the website will be deemed to constitute acceptance of the new Terms and Conditions.

DISCLAIMER

- under the Consumer Protection Act 68 of 2008 ("CPA") in relation to any products sold by Dmureliving.co.za to you via the Site; and
- under sections 43(5) and 43(6) of the ECT Act in relation to Dmureliving.co.za payment systems not being sufficiently secure

Neither Dmureliving.co.za nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site, unless such damage, **loss or liability can be attributed to any circumstances within Dmureliving.co.za reasonable control**. Furthermore, dmure.co.za makes no representations that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be 100% uninterrupted and error free **to the extent that such errors or omissions can be attributed to any circumstances beyond www.dmureliving.co.za reasonable control**. You are encouraged to report any possible malfunctions and errors to info@dmure.co.za

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** Actual colours may vary from screen. Products & prices subject to change without notice.