

klutch

TERMS & CONDITIONS

1. ORDERS

1.1 All orders must be in writing, accompanied by sufficient information, including but not limited to an order number, contact person, valid e-mail address and payment method.

1.2 All orders are subject to the Terms and Conditions and the user will be bound by the terms and conditions, whether signed or not.

2. LEAD TIME

2.1 Klutch will provide and estimate date upon which the products will be ready. However Klutch will not be liable for late delivery for whatever reason, but will endeavour to meet the delivery date.

2.2 Klutch can not be held responsible for delays on delivery of goods, loss of goods or other damages caused to the goods for whatever reason.

3. PAYMENT

3.1 A non-refundable deposit is to be paid when an order is placed. Should the order, after the placement thereof, be cancelled for whatever reason, and Klutch accepts such cancellation, then and in that event Klutch shall be entitled to retain the non-refundable deposit as constituting a genuine pre-estimate of its damages and it is recorded that the parties acknowledge that said liquidated damages are proportional to the prejudice to be suffered by Klutch as a result of said cancellation.

3.2 Klutch's payment terms are 50% on placement of order and the balance COD (before delivery). No products will be released without full payment in Klutch's bank account.

4. DELIVERY

4.1 Klutch at times utilizes the services of a courier company. The parties agree that Klutch is not responsible for any damages or shortages due to the negligence or act of omission to the part of the courier.

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5. RETURNS POLICY

Subject to the conditions, Klutch determines that they will not accept returned products. Any acceptance of returned products are at the sole and absolute discretion of Klutch, and subject to the following conditions:

5.1 No claims will be recognised and/or accepted if made later than 7 days after receipt of the goods in writing.

5.2 Klutch will not accept branded goods, nor be responsible for the quality and correctness of the artwork.

5.3 No returns will be accepted on imported and custom manufactured items.

5.4 All costs resulting from transport of returned goods will be for the account of the customer.

6. DISCLAIMER

6.1 Whilst Klutch shall take every care to ensure that all reasonable efforts are made relating to the quality of products and services, such products and/or services can be affected by factors outside Klutch's control, and thus Klutch accepts no liability save as stated herein.

6.2 No guarantee is given as to the suitability of goods sold for any particular purpose and the client must satisfy itself as to the suitability of goods for the purpose for which these goods are required prior to the purchase or same from Klutch.

6.3 In so far as the products supplied may be hazardous and/or unsafe it is recorded that the client undertakes to consider, read and obey any and all notices displayed on or with supplied with said packaging, and the client further undertakes and acknowledges not to use products in manner other than directed.

6.4 The client herewith agrees to and hereby indemnifies Klutch against any and all claims, liabilities, losses, costs, fines, damages, and expenses incurred (whether directly or indirectly), arising as a result of the fact that Klutch has acted on the client's instructions or instructions which purport to emanate from the client.