

Terms and Conditions »

RubberstampSA.co.za is a business in the business services industry that markets rubber stamps, name badges and other business services.

Article 1 - Applications and Definitions

These terms and conditions are applicable to any quotations made, or agreements entered into by **RubberstampSA.co.za** (RSSA). This includes any advice or information given.

1. The 'other party', is the natural person or legal person to whom a quotation is made, or who enters into an agreement with RSSA.
2. 'Consumables' include inter alia, inkpads and ink bottles.
3. 'Stamp' shall include 'Stamps'
4. If one or more conditions are declared invalid or nullified, the legal force of all other conditions shall not be prejudiced and shall remain in force.
5. Accepting of a quotation or placing an order shall expressly imply that the other party has read and agrees to the applicability of the Terms and Conditions, as set out.
6. The address submitted by the other party before, or when placing an order with RSSA, shall be deemed to be the official address of the other party for all correspondence by RSSA, until the other party notifies RSSA in writing of a change of address.

Article 2 - Quotations, Agreements and Prices

1. RSSA reserves the right to unilaterally terminate any agreements, cancel any orders and refuse delivery, if it believes the other party is intending to operate in conflict with any applicable National or International Law.
2. Information given by RSSA on this website or in any correspondence with the other party, including quotations, is informative and only meant as a general description/indication. RSSA reserves the right to change this information at any time.
3. The prices charged will be the those applicable on the day the order is placed and unless otherwise indicated, include VAT of 14%.
4. RSSA reserves the right to change the prices at any time.

Article 3 - Rights of Ownership, Copyright and Brand Name

1. All trademarks, logos, designs, images, drawings, sketches, plans and descriptions shown on the **RubberstampSA.co.za** website (<http://www.RubberstampSA.co.za>) are the property of **RubberstampSA.co.za**, or a third party. Users are not authorised to use any of these identifying marks without the prior permission of RubberstampSA or the third party who has the right of ownership.
2. The content and structure of the **RubberstampSA.co.za** website and/or its catalogues are the property of **RubberstampSA.co.za** or its suppliers and are protected by South African and International Copyright laws. This includes inter alia, all text, logos, images, links and software, as well as the unique ordering process. Any use of the content or structure of this website is, without exception, forbidden.
3. RSSA reserves the right to apply a brand name to all its products.
4. The other party guarantees **RubberstampSA.co.za**, that it will not copy, distribute, use or display the products and services offered on the **RubberstampSA.co.za** website, unless it has obtained written authorisation from RSSA.

Article 4 - Stock Availability

1. RSSA may elect to either partially fulfil the order or to cancel the agreement, should there be a shortage of stock for whatever reason.
2. Some special offers may have limited stock or be for a limited duration, after which the price will automatically revert back to the standard price.

Article 5 - Delivery Policy and Risk

1. Unless otherwise explicitly agreed in writing, the delivery times, as stated on the website, shall be indicative only and shall never be considered as implying a deadline.
2. The delivery term begins on the day that the other party receives electronic (email/sms) confirmation from **RubberstampSA.co.za** (by way of an order number) that an agreement has been entered into.
3. RSSA is authorised to fulfil its obligations in instalments. Orders or part orders that cannot be delivered for any reason whatsoever, will be recorded, placed on back-order and delivered at the earliest available opportunity and RSSA shall inform the other party by email/sms.
4. The risk of damage, perishing, theft or loss of the delivered goods is transferred to the other party as soon as these goods leave the warehouse of **RubberstampSA.co.za**, even in the case of free delivery.
5. The other party has an express obligation to inspect the goods received for any defects, damages or errors. In the event of a defect, damage or error the other party must notify RSSA in writing within 5 (five) days of accepting delivery, quoting the order/invoice number and must retain the defective stamp for RSSA to collect and inspect. If it is proven that the products did not comply with the agreement, RSSA has the choice of replacing the defective goods with new goods or refunding the value of the invoice.
6. RSSA is, for delivery purposes, authorised to amend the list of Main Centres at any stage.

Article 6 - Force Majeure

1. Failure by **RubberstampSA.co.za** to comply with the agreement cannot be attributed to **RubberstampSA.co.za** if the cause of this failure falls outside the **RubberstampSA.co.za** sphere of risk, including inter-alia, war, the risk of war, riots, revolt, molestation, fire, water damage, floods, strikes, occupation of the premises, exclusion, import and export restrictions, government measures, faulty machinery, interruptions in the supply of water and electricity, and the stagnation or interruption of deliveries from third parties from whom **RubberstampSA.co.za** obtains raw materials, other materials or components for the realisation of the agreement.
2. In such instances described above, and without prejudice to its rights, **RubberstampSA.co.za** shall be entitled to choose to either suspend the realisation of the order or to dissolve the agreement without legal intervention, by informing the other party of this in writing and without **RubberstampSA.co.za** being liable to pay any damages.

Article 7 - Guarantee

1. RSSA offers a 2 (two) year guarantee on all its products (excluding consumables).
2. Without prejudice to its rights, the guarantee becomes void, if it is determined by RSSA that the rubber stamp purchased was not suitable for its intended use, or if the other party did not exercise reasonable care in the use and/or storage of the stamp, or where the other party deliberately damaged the stamp.
3. In the event of a genuine mechanical failure of the rubber stamp, not resulting from the above, the other party must inform RSSA in writing and make the damaged stamp available to RSSA for collection. RSSA shall, once it is determined that the failure was not attributable to one of the exceptions listed in (2) above, replace the stamp within seven days, subject to availability.

Article 8 - Returns and Refunds Policy

1. The provision of goods and services by RSSA is subject to availability. In cases of unavailability, RSSA will refund the client in full within 30 days.
2. Cancellation of orders by the client, before the order is dispatched, will attract a 15% administration fee.
3. In the event of a defect, damage or error, the other party must notify RSSA in writing within 5 (five) days of accepting delivery, quoting the order/invoice number and must retain the defective stamp for RSSA to collect and inspect. If it is proven that the products did not comply with the agreement, RSSA has the choice of replacing the defective goods with new goods or refunding the value of the invoice.

Article 9 – Responsibility

1. RSSA takes responsibility for all aspects relating to the transaction including the sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Article 10 - Exclusion and limitation of Responsibility

1. RSSA is not liable for any misunderstanding, mutilating, delaying or orders not properly received and announcements, due to the use of the Internet or any other means of communication between the other party and RSSA.
2. For all direct losses incurred by the other party, which are caused by a failure attributable to RSSA to comply with the agreement, RSSA's liability is limited to the agreed price.
3. RSSA is not liable for any indirect losses incurred by the other party, including the stagnation of the regular flow of business.
4. RSSA is not liable for damages caused by materials used by RSSA, which were not suitable for the realisation of the agreement.
5. The exclusions and limitations above apply equally to the acts and/or omissions of employees of RSSA, as well as to the act and/or omissions of people and/or companies it may use for the realisation of the agreement.
6. Notwithstanding the above, the right to make claims by the other party becomes invalid no later than 1 year after they come into existence.

Article 11 - Payment Methods and Conditions

1. RSSA accepts the following means of payment; Credit card (Master Card and Visa), Electronic transfer and Bank deposit (cash only) into RSSA bank account, the details of which will be provided on request.
2. Credit Card transactions will be acquired for RSSA by PayGate (Pty) Ltd, who are the approved payment gateway for Standard Bank of South Africa . Paygate uses SSL3 and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
3. Customer details will be stored by RSSA separately from the card details, which are entered by the client on PayGate's secure site. For more detail on Paygate refer to www.paygate.co.za
4. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa . Transaction Currency is ZAR (South African Rand).
5. Note that in order to protect it's own interest and the interests of it's customers, RSSA and it's partners, vigorously check all credit card transactions for attempted fraud and may elect to cancel a transaction if there is any indication that fraud exists. Further, if there is prima facie evidence of credit card fraud, RSSA will immediately pass all relevant details to the commercial crimes unit of the SAPS.
6. It is unlawful to use someone else's credit card details without their consent.
7. As a result of the verification process, delays in the processing and delivery of stamps may occur where electronic transfers or bank deposits are made. In both cases, proof of payment must be faxed to 088 033 394 3242.
8. The order number must be used as the reference for Internet Transfers and Bank Deposits and the exact amount must be transferred.

Article 12 - Code of Conduct, Security and Privacy Policy

1. [View Privacy Policy](#)

Article 13 – Variation

1. RSSA may, in its sole discretion, change this agreement or any part thereof at any time without notice.
2. No variation of the terms and conditions are valid unless reduced to writing and signed by RSSA.
3. Any relaxation of the terms and conditions by RSSA, shall not imply that those terms and conditions will not apply at any future stage.
4. If the other party varies any of the information required on a stamp, it should be done using the online ordering process. If the other party elects to send the changes by any other means, including fax or email, RSSA shall not be held responsible for any errors made in the layout/spelling of the stamp.

Article 14 - Governing Law and Disputes (Domicilium)

1. This website is governed by the laws of South African Law, which are applicable to all agreements and quotations. RSSA 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, Shop 19, Lakeside Mall, Richards Bay , 3901
2. The magistrates court of Richards Bay is exclusively authorised to handle any disputes which may arise.

Article 15 - Term and Termination

1. The terms and conditions of the agreement shall be immediately enforced and shall remain so until RSSA varies them.

Article 16 - General Information

1. This website is run by Interactive Concepts cc based in South Africa trading as **RubberstampSA.co.za** and with registration number 1996/007557/23 and G. Amstutz as Managing Member.

RSSA can be contacted per email (info@RubberstampSA.co.za) or telephonically on 033 394 3242