



# VendSmart

## Terms & Conditions

Updated January 2023

This website is owned by VendSmart, with registration number 2017/495020/07

VendSmart mainly uses this website to provide existing and potential customers with the information contained on this website and/or pages, which comprise the website ("Website"). VendSmart also uses the Website to advertise and sell products to its existing and potential customers, subject to these website terms and conditions ("Website Terms"). Please read these Website Terms carefully and should you have enquiries, please email us at [hello@VendSmart.co.za](mailto:hello@VendSmart.co.za)

There may be legal notices on other areas of this Website which relate to your use of the Website, all of which will, together with these Website Terms and our Online Privacy Policy govern your use of this Website.

Acceptance.

These Website Terms apply to your use of the Website and it is imperative that you read these Website Terms carefully to ensure that you have a full understanding of how these Website Terms apply. We also recommend that you print these Website Terms and keep a copy of same in your possession for future reference or personal use.

You acknowledge that in terms of Electronic Communications and Transactions Act of 2002 (as amended) and the common law, these Website Terms will be valid, binding, and enforceable against any one that makes use of or accesses the Website. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you are not in agreement with the Website Terms, please immediately discontinue your usage of this Website, failing which your continued use will automatically bind you to these Website Terms.

Website Terms carefully, and we recommend that you print and keep a copy for your future reference. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you are not in agreement with the Website Terms, please discontinue usage of this site.

### **Accuracy of Content of the Website**

VendSmart has taken all reasonable steps to ensure that each product described or depicted on this website and any other information (such as pricing) displayed on the website is current, complete and accurate. However, content errors may occur. For this reason and if the law allows it, the information displayed on our website is provided without any guarantees, conditions or warranty as to its accuracy. Some descriptions or photographs of products and packaging may be of a generic nature and not specific to the particular product you wish to buy.

We have taken all reasonable steps to ensure that each product described or depicted on this Website ("Products") and any other information displayed on this Website ("Product Information") is current, complete and accurate. Notwithstanding Our endeavors, you accept that content errors may occur as some descriptions or photographs of the Products or packaging thereof may be of a generic nature and not specific to the particular Product you wish to buy.

You agree that you will notify us of all inaccurate, incomplete or outdated content and you acknowledge that We disclaim all representations and warranties, express or implied, that any Product Information is accurate, complete or up-to-date. You also agree that We will not be liable for any loss, damage, costs or expenses arising from your reliance on any Product Information provided on the Website. Notwithstanding this, we also disclaim any representation or warranty that the Product Information displayed in or on this Website does not infringe the rights of any third party.

If you are uncertain about information on any Product or Product Information which is advertised on this Website, please send an email to [hello@VendSmart.co.za](mailto:hello@VendSmart.co.za) and We will gladly assist you. We also confirm that We will take all reasonable steps to resolve your query and provide you with a response within 2 working days from the date that you lodged the query.



# VendSmart

If you are uncertain about information on a product advertised on this website, please send an email to [www.VendSmart.co.za](http://www.VendSmart.co.za) and we will gladly assist you. All queries will be responded to within 2 working days.

## Website Registration:

As an unregistered user you will be able to browse the products displayed on the website. All unregistered users will be able to use the Website to browse and purchase the Products.

You hereby indemnify and hold Us harmless against all costs, claims, losses, or damages which may arise therefrom. The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of VendSmart

## Your Personal Information

The Website Terms supplement (and are in addition to) the terms of our Privacy Policy. Please note that when you agree to these Website Terms you will be deemed also to have read, understood, and agreed to our Privacy Policy in its entirety.

## Pricing

We will take all reasonable efforts to ensure that prices reflected on the Website are accurate. You confirm that We may amend Our prices from time to time without prior notice and for any reason whatsoever. We reserve the right not to honour any incorrect offers represented on the Website made by genuine human or system error. You agree that all prices will be quoted in South African Rand. You also agree that the prices displayed on the Website are only valid and effective in South Africa. Special promotions may be limited to separate offer conditions and stipulations.

## Refund Policy:

Under no circumstances will VendSmart refund in anyway whatsoever once handover of the equipment has been received and accepted by you on the day of the delivery and installation of the ordered goods. When payment in full has been received we deem this purchase to be acknowledged by you as completed and in perfect working order, aesthetically pleasing and good condition.

## Payment

You acknowledge that you can only EFT to pay for the Products. Please note: NO Cheque payments will be accepted. For the avoidance of doubt, you agree that you will pay the for the Products on the VendSmart Website using the available payment methods and warrant that you will make payment before you physically receiving your order via the C.O.D delivery method. By submitting your order, you warrant that you are authorized to make payment for the Products and that there are sufficient funds available to pay for the order.

Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002

Full name: Alglacio cc T/A VendSmart  
Telephone number: 061 438 8014  
Website address: [www.vendsmart.co.za](http://www.vendsmart.co.za)  
Email address: [hello@vendsmart.co.za](mailto:hello@vendsmart.co.za)  
Registration number: 2010/165456/23  
Country of incorporation: South Africa.

## Copyright and Intellectual Property Rights

Copyright and all intellectual property rights in all materials, texts, drawings, graphics, logos, icons, and any data made available on this Website (collectively "the Materials") are exclusively owned by Us (or Our content suppliers) and acknowledge that Our rights are protected by both South African and international intellectual property laws.

You may only use the Materials or any component thereof for your information purposes or for the purposes of ordering products from Us. The trademarks, names, logos, and service marks (collectively "Trademarks") displayed on this Website Are Our registered and unregistered Trademarks. Nothing contained on this Website should be construed as granting any license or right to use any Trademark without Our prior written approval or permission.



# VendSmart

You agree that all Materials on this Website are mainly intended to be used in South Africa and accept that We disclaim all representations or warranties, express or implied, that any Products or Product Information will be appropriate for use beyond the borders of South Africa. You warrant that you will comply with all applicable laws in the event that you decide to use any Products or Product Information outside of South Africa. It is for this reason that you agree to indemnify and hold Us harmless against any liability for any loss or damage from your non-compliance with any applicable laws.

## **Use of Website**

Only you and Us will be entitled to enforce these Website Terms. No third party will be entitled to enforce any of these Website Terms. We may in Our sole discretion at any time suspend or terminate the operation of the Website or your use thereof without prior notice and without any reason whatsoever.

You accept that We will not be liable for any loss or damage arising from your use of any of the Product Information provided on this Website. We acknowledge that We have taken necessary steps or measures to ensure that this Website is free from viruses, worms, trojans or any other malicious content.

Notwithstanding this, you agree that you are required to use your best endeavours to ensure that you have the required measures and tools in place to enable you to make use of the Website and guard against transmission of any viruses, worms, trojans or malicious content. It is for this reason, that you indemnify and hold Us harmless against any liability for loss or damage arising from the transmission of viruses, worms, trojans and any other malicious content from the Website.

## **Entire Agreement**

These Website Terms and our Privacy Policy, set out the entire agreement between you and Us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

## **Cession and Assignment**

You acknowledge that We will be entitled to cede, assign, and delegate all or any of Our rights and obligations in terms of these terms. You also acknowledge that you will not be allowed to cede, assign, or delegate all or any of your rights and obligations herein without Our prior written approval or permission.

## **Severability**

All provisions of these Website Terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these Website Terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, will, in such jurisdiction only and only to the extent that it is so unenforceable, be excluded from Our agreement and the remaining provisions of these Website Terms will remain in full force and effect.

## **Applicable Law**

These Website Terms will 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.

## **Jurisdiction**

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 Website Terms or any matter related to or in connection therewith.

## **Variation**

We may periodically update or change the Website Terms, without notice. You should check the Website from time to time as your continued use of the Website will mean you accept any updated or revised Website Terms. In addition, you agree that the provisions of the Electronic Communications and Transactions Act 2002 (as amended) will not apply insofar as it intends to amend, vary, novate, or cancel these Website Terms.



# VendSmart

## **Waiver**

No change, waiver or discharge of these Website Terms will be valid unless such change, waiver or discharge is recorded in writing and signed by Us.

## **Indulgence**

No failure or delay by Us in exercising any right, power or privilege under these Website Terms will operate as a waiver thereof.

## **Warranty of Authority**

You warrant that you have the full power, authority, and legal right to enter into or conclude these Website Terms.

## **Risk and Title**

You agree that you will bear all risk of loss or damage arising from your use of the Website and agree that all risk in the Products will transfer to you on delivery. You also agree that We own all Products or Product Information displayed on the Website and confirm that We will retain ownership of the Products until we receive your payment in full.

## **Availability of Products**

Products displayed on this Website are subject to their availability on the Website at the time. From time to time, some Products may be out of stock or differ from the products advertised of which you acknowledge full responsibility thereof as updated at the time by VendSmart

We may withdraw or suspend from sale any Product displayed on the Website, either temporarily or permanently, at any time. Therefore, we will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Product.

We reserve the right not to honour any incorrect offers represented on the Website made by genuine human or system error. Where your order is affected by an error on the Website (for example, in a description, an image, Price or otherwise), We will reject that part of the order affected by the error. If on and only on delivery of your order you are not happy, you can return your order to Us under the Returns Policy.

If your order is affected by a genuine error (including in a description, an image, or a price), We reserve the right to cancel your order and retain your deposits for the partial fulfilment in terms of operating costs to deliver the products to you.

## **Acknowledgements**

You agree that:

all pictures and images of Products displayed are for illustrative purposes only.

any accessory featured with the Products is for illustrative purposes only, and may be sold separately; and

where we provide dimensions and measurements in the description of a Product, the dimensions may vary slightly in real life, and it is your responsibility to ensure that the actual size of each Product is suitable for your purpose prior to submitting your order (including whether there is appropriate and safe access to your delivery address for delivery of the Product).

## **Delivery Information**

### **What are the delivery fees?**

We charge a standard fee of R2 250 for all areas in Gauteng & Pretoria, Contact us for all areas outside Gauteng.

### **Where do you deliver?**

We deliver in Gauteng Only for all areas outside Gauteng please send us an email to [hello@VendSmart.co.za](mailto:hello@VendSmart.co.za). There may occasionally be a remote or high-risk area that may not be serviced by our couriers, but in these isolated cases, we will contact the customer to make alternative arrangements before the order is dispatched.



# VendSmart

## **How long will it take for my order to arrive?**

We always aim to deliver within 7-14 working days (Standard delivery and depending on the payment method used) any Order which we accept but we cannot guarantee any firm delivery dates.

Certain products may need to be custom made especially for you and can take up to 14 days to be delivered.

We shall aim to let you know if We are unable to meet our estimated delivery date, but to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

## **Who will deliver my order?**

VendSmart makes use of reliable contracted third-party transporters for out of town (JHB) deliveries.

## **What are your delivery times?**

We offer a Monday to Friday (9:am to 17:00pm) delivery service. We do not deliver on Good Friday, the 25th and 26th of December, the 1st of January, or any other public holiday in South Africa.

## **How do I track my order?**

Our offices will email you the day prior to delivery.

## **Warranties and Guarantees**

VendSmart stock recognized brands that adhere to the highest quality manufacturing standards. This is why every product sold by VendSmart is backed by a minimum 6-month mechanical warranty against any defective Compressors, vend motors, structural workmanship, or materials for this period of time. This period of time will consist of a guarantee period and a warranty period. VendSmart will not warrant or guarantee any electrical or electronic components whatsoever.

This warranty only covers products within the borders of Gauteng/Tshwane. Any product taken outside of these areas must be returned to JHB at the customer's cost in the event of any warranty claims.

Product warranties extends to the original purchaser only and is not transferrable with the sale or donation of the product to a third party.

If a claim is raised within the guarantee period, there will be no cost to the customer for repairing or replacing. If the claim is raised within the warranty period, a pro-rata charge will be applied and charged to the customer.

Refer to the product you have purchased for specific warranty and guarantee details as each manufacturer offers different terms for each of the products.

In the event of having to make a claim contact us at [hello@VendSmart.co.za](mailto:hello@VendSmart.co.za). Please allow for up to two weeks for evaluation of your claim which may include an inspection of your goods. You will need to keep your proof of purchase, product guarantee in a safe place.

## **Comfort Trial**

Like most refurbished things, there is going to be an adjustment period, it will take time to understand and to adjust to your vending machine.

In fact, studies show on average that people experience some initial level of inconsistencies in sales trends and lack of growth and stability within the first 3-6 months of their new business.