

TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

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By accessing or using the www.firesmiths.co websites or services, or the mobile versions of either, (collectively the "Website") you signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement") and any other applicable law, whether or not you are a registered member of www.firesmiths.co. Firesmiths may change these Terms of Use at any time without notice, effective upon its posting to the Website. You agree to review these Terms of Use regularly to make yourself aware of any changes. Your continued use of the Website shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Website.

REGISTRATION

You will need to register with www.firesmiths.co to place an order for products.

In return for permitting you to use any of the Firesmiths websites and benefiting from our services, you agree that any information you provide to us about yourself at any time will be true, accurate, current and complete and that you will ensure that this information is kept accurate and up to date. If incorrect information is supplied, any contractual obligation Firesmiths has is immediately null and void.

CONDITIONS OF REGISTRATION

If you are under 18, you must ask your parents or guardians before you:

Email Firesmiths or post a website comment

Request Firesmiths e-mail anything to you

Send in any information to Firesmiths

Purchase anything online

By continuing to use this website and any of the services offered, you are confirming that you have received the consent of a parent or legal guardian. PLEASE NOTE that all minors are recommended to discuss these terms and conditions with their parents before they complete the registration process.

COPYRIGHT

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AMENDING THE TERMS AND CONDITIONS OF USE

Firesmiths reserve the right to add to, amend, change or remove any part of these Terms and Conditions at any time. When material changes are made to the Terms and Conditions, a notice will be published on the home page of the Firesmiths website notifying users that such changes have been made. By continuing to use this website after the publication of such a notice, you are indicating your acceptance of those changes. Firesmiths may add, change, discontinue, remove or suspend any other content displayed on this website, including features and specifications of products and services described or depicted on the website, temporarily or permanently, at any time, without notice and without liability.

PRIVACY

Firesmiths treats customer privacy extremely seriously. Our Privacy Policy provides details about the type of information we may collect from you and details of how we may use this information. You are

asked to read our Privacy Policy, which forms a part of these Terms and Conditions and sets out the way in which your personal data is handled by Firesmiths.

SITE USAGE

You agree that you will only use our website in a way which is consistent with the Terms and Conditions and which complies with applicable laws and regulations. You agree that you will not use this website to upload or send any material which contains software viruses or other codes, files or programmes designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment or in any other manner which would interfere with or disrupt this website. You acknowledge that this website and any goods that you obtain from our website are provided for your personal use only and may not be used for any commercial purposes or distributed commercially without our permission.

PURCHASING GOODS

Our FAQ section tells you how to order and pay for products. It also addresses any questions you might have about delivery of your products. In terms of your right to cancel orders or return faulty products to us as well as other information related to the return process in general, please read our returns policy for more detail.

As part of the initial order confirmation process, we will request Pre-Authorisation of payment from your card issuer, this will show as a pending transaction for the full value of the order, this payment will only remain pending for a limited time should we not be able to complete your order. Payment is captured when we Dispatch goods to you.

If you are purchasing a Pre-order Item which isn't currently in stock we will still process a Pre-Authorisation when the order is first placed but depending on the time until stock becomes available we may need to process a new transaction capturing relevant funds at that point when stock arrives. Please make sure you have adequate funds in your account around the stock due date.

Firesmiths reserves the right to decline orders for bulk or high value purchases and to change price and availability information without notice.

PRODUCT ORDERS

All orders placed through the Website are subject to Firesmiths acceptance. This means that Firesmiths may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled, Firesmiths will issue you a refund.

MULTI-BUY PROMOTIONS

Please note that any promotions/offers on the website cannot be used in conjunction with any other discounts.

AVAILABILITY

Firesmiths will endeavour to display availability as accurately as possible.

If we are unable to supply the goods, we will aim to assist you in finding a suitable alternative upon which you are happy with, however we will not be bound to offer alternatives to a greater value than the item originally chosen, and a difference may be required to be paid.

If you do not wish for an alternative product we will cancel the order and any pending transaction promptly, please be aware that funds may take 14 days to reallocate in your account.

In the event that we do not receive all of an order from a supplier Pre-orders will be fulfilled in chronological order, we will contact any customers whom have missed out with either alternatives or refunds as mentioned above.

Pre-Order dates are provisional and although we do receive most stock on time we cannot be held responsible for any costs incurred for your time, or services you've paid for if there are delays or non-supply of product.

CANCELLATION

In accordance with the Consumer Protection Act 68 of 2008 you have 14 consecutive days from the day after you receive your parcel to cancel your contract with us.

If goods have been dispatched you will be expected to cover the cost of return, and a 10% administration fee.

We regret that we are unable to cancel "made to order" items if the manufacturing process has begun. We therefore advise that you contact us, preferably by telephone, very promptly after placing your order if you wish to cancel. In the event that the manufacture of the "made to order" item/s has not already begun, cancelling the order will not be an issue. In this instance, we will issue a full refund or credit note.

PRE- ORDER ITEMS

Firesmiths will initially Pre-authorise funds for the full order total at the point of ordering, however payment is captured for all pre-ordered items just before they are dispatched from our warehouse or, in the case of personalised items, payment is captured before they are sent for personalisation. Therefore, Pre-Authorised funds may reallocate into your account if stock arrives more than 5 days after the order is placed, a new transaction will then be processed when stock arrives, please ensure you have funds available near the expected stock due date.

Firesmiths has no control over and does not accept responsibility for the length of time it takes for funds to be released back to your account.

Pre-Order dates are provisional and although we do receive most stock on time, we cannot be held responsible for any costs incurred for your time, or services you've paid for if there are delays or non-supply of product.

By submitting your payment details to Firesmiths you accept that we will capture funds at the time stock is available for dispatch, Firesmiths will not accept liability for any charges applied by your card provider relating to the transaction.

PARCELS LOST IN TRANSIT

Whilst goods are in transit to you, that was purchased from www.firesmiths.co directly, we are responsible for ensuring delivery is at least attempted, and in the case you are unavailable to receive at the address you given to us we will supply sufficient assistance so you can locate and collect your order from the relevant delivery agent.

If you do not receive your parcel within the specified delivery time shown in the Basket, please track your parcel using the information provided in the Dispatch notification you received from us, if this doesn't assist with locating your parcel please contact us by phone or email.

We ask that we be given sufficient time to investigate with our delivery agents before either replacing or refunding goods.

We will not keep you waiting unnecessarily as we find in most cases parcels are located after investigation and are then received quicker than sending a replacement.

If delivery is to a commercial address (work/hotel) rather than a residential address, responsibility for locating the parcel rests with the customer as soon as we can confirm the parcel has been delivered to the reception area of the requested building. Firesmiths accepts no liability for parcels lost or misplaced after delivery is confirmed.

LIMITED 2 YEAR WARRANTY

Firesmiths offers a 1-limited warranty to cover any defects in material or workmanship under normal use during the first 1 year from the date of purchase. During the warranty period, Firesmiths will repair or replace, at no charge product(s) or part(s) of a product that proves defective because of improper material or workmanship, under normal use and maintenance. This will be corrected by replacing the faulty part(s) at no charge, using new or refurbished replacement part(s). The limited warranty does not cover any problems that is caused by conditions, malfunctions or damage not resulting from defects in material or workmanship (i.e. stains, scratches and similar problems). For more detailed information please read our limited warranty policy

RETURNS

If an exchange or refund is required then the items should be returned to us in their original condition and packaging within 14 days of your purchase.

In all cases, the items returned must be in their original condition, which includes any packaging. All goods will be inspected on return. The goods are your responsibility until they reach our Warehouse. Please ensure you package your return appropriately to prevent any damage to the items or boxes.

For items returned as unsuitable, or has signs of wear or are not in resalable condition they will not be accepted for return.

If after items are inspected they are deemed faulty or we have sent the items incorrectly both original shipping costs and returns shipping costs will be refunded to you. If the original shipping cost was for multiple items only a proportion of the cost relating to the faulty item/s will be refunded.

We reserve the right to refuse a refund or exchange if the goods returned are deemed to be damaged or tampered with not in accordance with normal use. This does not affect your statutory rights.

Please contact us for a return address

Kindly read through our returns policy for more detail.

ALTERNATIVE DISPUTE RESOLUTION

If we do not accept that we supplied defective or unsuitable goods, and our customer services department has not been able to help, any customer may still take the matter up with a suitable

Ombud or other dispute resolution body, or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.

PUBLISHED ACTIVITY

Firesmiths allows you the option to publish about the actions you take on www.firesmiths.co Website to Facebook, Twitter and other social platforms. Firesmiths does not control which information gets disseminated on participating social platforms. You agree to allow Firesmiths to check your Firesmiths cookies when you are visiting participating social platforms, and allow Firesmiths to receive information about your use of those social platforms. You can deactivate this publishing feature on your profile page.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Firesmiths, its officers, directors, employees, agents, licensor and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorney's fees, arising from or relating in any way to your User Generated Content, your use of Content, your use of the Website, your conduct in connection with the Website or with other Website users, or any violation of these Terms of Use, any law or the rights of any third party.

LIABILITY

Firesmiths will endeavour to ensure that this website is fully operational at all times. However, we cannot guarantee that the website will be fault free. In particular, access to this website may be interrupted or restricted to allow for emergency or routine repairs or maintenance to be carried out or the introduction of new facilities or services.

For the purposes of these Terms and Conditions, the term 'force majeure' shall be deemed to include any cause affecting the performance by Firesmiths of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of Firesmiths and in particular, but not by way of limitation, shall include strikes, lock-outs, other industrial action, actual or threatened terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat or preparation for war, fire, technical or power failure, software, hardware or telecommunication or other network failures, interruptions, disruptions or malfunctions, explosions, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural or physical disaster, any legislation, regulation, rule or ruling of government, court or any competent authority.

Firesmiths reserves its right to restrict, suspend or terminate your use of this website or any of our services at any time if we believe, in our absolute discretion, that you have breached these Terms and Conditions.

Alterations we may amend this website and our services in any way and at any time with or without notice to you.

COMPLAINTS AND COMMENTS

If you have any complaints or comments about our website or any of the products supplied to you, please contact Firesmiths by emailing hi@firesmiths.co or through the Contact Us section on the website. Our Customer Service Team is available 5 days a week, from 9am until 5pm weekdays. Please allow 24hrs for us to respond to website comments and emails.

MISCELLANEOUS

The Terms and Conditions together with our FAQ Section, Returns, Limited Warranty and Privacy Policy contain the full and complete understanding between Firesmiths and you. No advice or information, whether oral or written, obtained by you through or from the website or from any conversations with our staff will operate to vary these terms and conditions.

EMAIL SUBSCRIPTION

In situations where Firesmiths gives you the option to subscribe to its email service which will update you with news or information which it considers to be of interest to you, your use of the content received through the email service will be subject to these Terms and Conditions.

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LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, none of Firesmiths nor any of their respective directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through this website, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if Firesmiths have been advised of the possibility of such loss or damages or such loss or

damages were reasonably foreseeable. If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall Firesmiths total liability to you for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing this website.

FRAUD PREVENTION

To help prevent credit/debit card fraud, we may request additional information should we have any concerns with your order. This additional information would be proof of billing address or simply a conversation with you so we can discuss our concerns.

Firesmiths will never cancel or not accept an order without liaising with the customer unless we are certain the order was not genuinely placed by the cardholder.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Republic of South Africa.

Firesmiths reserves the right in its sole discretion to terminate your account, delete your profile and any of your User Generated Content, and restrict your use of all or any part of the Website for any or no reason, without notice, and without liability to you or anyone else. Firesmiths also reserves the right to block users from certain IP addresses and prevent access to the Website. You understand and agree that some of your User Generated Content, such as that which is displayed outside your profile, in activity feeds, in other parts of the Website, or on other social platforms (e.g., Facebook and Twitter), may continue to appear on the Website or on other social platforms even after your User Generated Content is removed or terminated. These Terms of Use remain in effect even after your account is terminated. The Terms of Use relating to Intellectual Property, Indemnification, User Interaction Disclaimer, Warranty Disclaimer, Limitation of Liability, Miscellaneous, Severability and terms that by their nature may survive termination shall survive any termination.

FORCE MAJEURE

Firesmiths shall not be liable for any failure to perform its obligations where such failure is a result of acts of God (including fire, flood, earthquake).