

## 1. General

### 1.1. Introduction

Brotherelite.co.za, hereinafter referred to as the "Site" or "it", is owned and operated by Brother Elite (Pty) Ltd, hereinafter referred to as "Brother Elite", "we" or "us".

Your use of, and access to the Site, indicates your acceptance of these Terms and Conditions.

Brother Elite can be accessed at <http://brotherelite.co.za>, related mobile sites and applications.

The site enables you to:

browse and compare various brands clothing industry machines, printers, labelling machines and craft machines ("machines");

request a quote for one or more of the selected machines (South Africa and rest of Africa); shop for machine items, including various consumables and accessories by selected local and international brands ("products") online and have them delivered door-to-door within South Africa only.

All visitors to the site ("users", "you", "buyer" or "purchaser") will be able to see the goods on offer, but only those who have registered for an account on ("account holders" or "you") are able to buy products and/or request a quote for clothing industry machines.

### 1.2. Legal Notice Address

Brother Elite elects as address for all purposes regarding these terms and conditions, whether for legal notices or serving of other communication documents of any kind, the following address:

644 Rhode Street

Faerie Glen

Pretoria

0081

Tel. 012 991 5136

An electronic copy is to be sent to [info@brotherelite.co.za](mailto:info@brotherelite.co.za) (Such copy must be delivered in conjunction with physical copy for serving to be effected.)

### 1.3. Brotherelite.co.za Corporate Information

The Electronic Communication and Transactions Act determines that when goods or services are provided via certain electronic transactions, the seller must make certain information public on the site where the goods or services are offered.

Brother Elite corporate information is as follows:

Name: Brother Elite (Pty) Ltd

Company Reg. No.: 2019/229235/07

VAT No.: 4260294162

Core business: Consultants and Online Retail

Legal Notice Address:

644 Rhode Street

Faerie Glen

Pretoria

0081

South Africa

Tel. 27(0)12 991 5136

Director: Mr. J Hen-Boisen and V Hen-Boisen

Website: <http://brotherelite.co.za>

Official email address: [info@brotherelite.co.za](mailto:info@brotherelite.co.za)

#### 1.4. Legally Binding Contract

All users and account holders, including those that buy and/or request a quote from the site (“buyers”) are bound by these terms and conditions (“Ts&Cs”).

By registering, or using the site at all, you recognise that you’ve read and accepted these terms and conditions.

Should there be any clause in these Ts&Cs that you do not understand, the onus rests on you to ask Brother Elite to explain the relevant clause to you, before you accept the Ts&Cs by using, buying or requesting a quote from the site.

#### 1.5. With Whom Are You Entering Into Contract

The site is owned and run by Brother Elite (Pty) Ltd, registration number 2019/229235/07, a company incorporated in the Republic of South Africa (“Brother Elite”).

More information about Brother Elite is available under section 1.3 (Brotherelite.co.za Corporate Information).

#### 1.6. Goods & Availability

Please note that the stock of all machines and products (collectively referred to as “goods”) on offer is limited.

Brother Elite will make all reasonable attempts to ensure that special offers are brought to an end when stock runs out.

If it happens that Brother Elite is unable to fulfill any order at the advertised or quoted price because stock is sold out, Brother Elite will let you know and you'll be entitled to a reimbursement for the Rand value you have paid for such goods. However, a handling fee may be charged.

This is described in more detail in Brother Elite's Delivery Policy and Returns Policy for products, and After Sales Services, Repairs & Machine Defects for clothing industry machines.

Please note that all Brother Elite's Delivery and Returns policies are incorporated by reference and therefore forms part of these T&Cs.

### 1.7. Warranties

Brother Elite will pass the supplier or manufacturer's warranty of all goods through to the purchaser, to the extent that Brother Elite is lawfully permitted to do so.

For products which comes with a warranty, this will be stated in the product listing on the site. Clear details of these warranties are given in their listings and no shopper may ask to be covered by a wider-ranging warranty or guarantees, other than the one shown on such product listing.

### 1.8. Sales Records

Brother Elite keeps records of sales on their accounting platform

### 1.9. Indemnity

Brother Elite is responsible for adhering to the Consumer Protection Act 68 of 2008 ("CPA") with the sale of any products from the site. Similarly, Brother Elite is responsible for adhering to articles 43(5) and 43(6) of the Electronic Communication and Transactions Act in terms of payment systems and security.

However, neither Brother Elite, nor any of its representatives will be held responsible for any loss or accountability of any kind that arises from the use of (or inability to use) this site, its services or content.

Furthermore, Brother Elite provides no guarantee, implied or otherwise, that the content or technology attached to this website is free of errors or omissions. Nor is there any guarantee whatsoever that service will be 100% uninterrupted or faultless. We encourage you to report any possible malfunctions and errors by emailing [info@brotherelite.co.za](mailto:info@brotherelite.co.za).

Otherwise call the call centre at 012 991 5136 during office hours.

Although the products on the site may be under guarantee, the site itself is offered on an "as it is" basis and is not set up or delivered according to your individual specifications.

It is your responsibility, before accepting these Ts&Cs, to determine whether the service available through this website satisfies your individual needs and is compatible with your hardware or software. Information, ideas and opinions expressed on this website should not be regarded as professional advice, or as Brother Elite's official stance.

We encourage you to obtain professional advice before taking any action on the strength of information, ideas or opinions expressed on this site.

#### 1.10. Applicable Laws

This site is offered, controlled and run from the South Africa. As such it is governed by South African legislation, and subject to the disputes clause in these Ts&Cs.

You and Brother Elite are subject to the non-exclusive jurisdiction of the South African courts. Each and every section of these terms and conditions must be read as individual and separable from the rest of the terms and conditions.

Should any court or qualified authority find that any of the terms are invalid or unenforceable, the remainder of the terms and conditions will remain standing, despite invalidity or unenforceability of an individual term.

#### 1.11. Privacy

Brother Elite has to take all reasonable steps to protect your personal information. For the ends of this clause, "personal information" is defined according to the details in the Promotion of Access to Information Act, number 2 of 2000 (PAIA).

Brother Elite is authorised to gather, store and use the following of your information:

Name and surname

Date of birth

Gender

Citizenship

Nearest city

Non-personal click patterns

Email address

IP address, and

ID or passport number

Brother Elite is entitled to gather, store and use the above information for the following purposes:

To greet you when you access the site.

To inform you (if you have agreed to this) of facts regarding your access and use of the site.

To inform you (if you have agreed to this) of competitions and promotions offered by Brother Elite or its partners.

To set up non-personal statistics about internet habits, click patterns and access to the site.

To verify your identity when you make a transaction through brotherelite.co.za.

To ensure the products are received by the addressee.

For remarketing purposes.

The above information is either gathered electronically through the use of “cookies”, or provided by you voluntarily. You can regulate the use of “cookies” independently with your personal search engine settings.

You can choose to not receive any direct marketing information from Brother Elite and its partners.

Brother Elite is entitled to gather, store, compile and share any information gleaned from you, subject to the following conditions:

Brother Elite may not make any of your personal details public unless you have agreed to it, or unless it is required for the purposes of any judicial process.

Brother Elite may compile, use and share any information that has no bearing on any particular individual, and Brother Elite owns and reserves the right to non-personal statistical information gathered and compiled by Brother Elite.

You acknowledge and agree that certain personal information (such as your full name, delivery address, email address and contact details) may be passed on to the courier company to ensure delivery of the products you have bought.

#### 1.12. Changes to Terms & Conditions

Brother Elite may, at its own discretion, change these terms and conditions or any part thereof. If you are a registered account holder, Brother Elite will inform you of changes by email (to the address you use on registration). At such point, it will be your responsibility to read through the revised terms and conditions to ensure you're satisfied.

If you're dissatisfied, you have the right to terminate your registration on Brother Elite.

If you are NOT a registered user, Brother Elite will be unable to let you know of changes to these terms and conditions.

It will be your own responsibility to visit the website to check whether the terms and conditions have changed, and to make sure you're satisfied with the changes. If you're dissatisfied with any changes, you should not use the site in any way.

#### 1.13. Disputes

Barring urgent or interim legal help that may be granted by a court of law: In the event of any disputes of any kind between you and Brother Elite, arising out of any situation catered for in these terms or conditions (or that arises out of these terms and conditions) and that cannot be resolved by the client service centre, the dispute may be presented for confidential arbitration.

Such arbitration will be handled according to the rules stipulated by the Arbitration Foundation of South Africa. These rules can be found [here](#).

#### 1.14. Terms & Discontinuation

These terms and conditions take effect on the date of first publication of the website and continue indeterminately. They may be revised by Brother Elite from time to time (as described above), for as long as the website continues to exist and be operated.

Brother Elite is entitled to terminate these terms and conditions or close down the website at any time, subject to processing any pending purchases.

If you don't meet your obligations regarding these terms and conditions, including any incidents about payment and price or an order, and you neglect to rectify such non-adherence within 5 working days after Brother Elite has instructed you to do so, your access to the service will be blocked.

We have the right to close your account and deny you access to the site, depending on the severity of your actions. Such action on the part of Brother Elite will not have any negative effect on any damages Brother Elite may claim.

#### 1.15. Copyright & Other Intellectual Property

Any and all copyright relating to the website, including these terms and conditions, is held by Brother Elite (and partners).

All rights not expressly given are reserved. You may download, view and print content from this site only for private and non-commercial ends.

To obtain permission for commercial use of any content from this site, please send an email to [info@brotherelite.co.za](mailto:info@brotherelite.co.za), or call the client service line at 012 991 5136.

Brother Elite is unable to edit or screen all content on the site, and will not be held accountable for illegal, slanderous or obscene content. We advise you to inform Brother Elite of any offensive or illegal material.

All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, links, private information, designs and agreements, are the property of or

under licence of Brother Elite. As such they are protected by local and international legislation and agreements.

#### 1.16. Electronic Communication

When you sign up for a Brother Elite newsletter, opt into marketing communication, register an account, conclude a purchase, visit the site or send an email to [info@brotherelite.co.za](mailto:info@brotherelite.co.za), you agree to get electronic communication from Brother Elite.

### 2. Machines

#### 2.1. Requesting a Quote

Machines specifically are not priced online for various reasons of which the main reason is the extreme exchange rate fluctuation.

However, you can view in which price range a machine falls under.

Also, the site allows you, the user, to place a request for a quotation ("quote") for one or more machines in order to receive the price(s), as long as it's available and not out of stock.

#### 2.2. Quotes & Prices

A quote may include any machine(s) and/or consumables and/or accessories ("goods").

A quote remains valid for a period of 7 (seven) days from the date of the quote. All quoted totaled prices are inclusive of VAT (Value Added Tax), unless specifically stated to the contrary.

A quote signed by you and returned to Brother Elite (whether by hand, post, fax or email) constitutes an order.

Brother Elite reserves the right to amend a quote.

Unless the quote states that setup, training, delivery and/or insurance during transit are included, it is not included.

#### 2.3. Payment

On acceptance by the purchaser of the quote, Brother Elite will invoice the purchaser for the goods quoted or as otherwise agreed upon.

Unless otherwise agreed in writing, a deposit of 50% of the invoice's total is required on acceptance by the purchaser of the invoice.

Should the user have been approved for financing, a bank financing approval letter will also serve as a 50% deposit of the invoice's total.

Final payment is due at the latest one day before collection by the purchaser or delivery of goods to the purchaser.

Should final payment not be made at the latest one day before collection or delivery of goods, or an alternative arrangement made, Brother Elite reserves the right to withhold the release of the goods until final payment has been made.

Should final payment not be made 14 (fourteen) days after the invoice for the order has been sent to purchaser, or an alternative arrangement made, the order will be cancelled and the deposit paid, refunded to the purchaser.

Brother Elite reserves the right to charge, in agreement with the purchaser, an additional setup, training, delivery and/or insurance during transit fee.

All goods supplied by Brother Elite shall remain the sole property of Brother Elite until paid for in full.

Goods are payable strictly via EFT or cash, unless otherwise agreed upon.

#### 2.4. Limitation of Liability

Except for Brother Elite's indemnity obligations under section 1.9, in no event shall Brother Elite be liable to the purchaser for damages exceeding the fees paid or owed to Brother Elite under the invoice giving rise to the claim.

Also, Brother Elite will not be liable for any consequential, indirect, incidental, punitive, or special damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information and the like, arising out of this agreement (including any damages arising under any claim or negligence, strict liability or other theory), even if the purchaser has advised Brother Elite of the possibility of such damages.

#### 2.5. Collection of Goods

Where delivery is not included in Brother Elite's quote and/or invoice, the purchaser are to collect the goods at the purchaser's cost within 14 (fourteen) days of having been notified by Brother Elite that the goods are available for collection, failing which:

the full balance of the purchase price shall immediately be due and payable; and

the purchaser shall be liable for storage charges.

#### 2.6. Delivery & Setup of Machine(s)

Should the purchaser wish to make use of the delivery services and/or setup the machine(s), the fee will be included in the quote and/or invoice.

Brother Elite will make the necessary arrangements for delivery, including insurance, should the purchaser opt to pay for insurance on all goods for the duration of transit. The fee will be included in the quote and/or invoice.

If the purchaser requires our services to setup the machine(s), the fee will vary based on quantity of machines required, setup time, access and other contributing factors.

Brother Elite shall not be responsible for any amendments that may be required in and around the machine to set it up.

The purchaser shall be liable for Brother Elite's costs of any repeat visits that may become necessary as a result of Brother Elite's inability to access the purchaser's property at any time arranged with the purchaser for the delivery and/or setup of a machine.

## 2.7. Machine Training

In order to minimize call out services from Brother Elite, and to obtain knowledge on how to operate the machine(s), it's highly recommended that the purchaser opt for training when purchasing the machine(s).

Should the purchaser wish for Brother Elite to train the purchaser and any other operators, the fee will be included in the quote and/or invoice.

Training fees are calculated based on whether the the machine(s) are located and include:

between one (1) to two (2) days' training on all semi-industrial (commercial) and industrial machines and 1 (one) day on all combo and home machines;

travel expense for the instructor;

accommodation for the instructor, should the training session(s) be outside of the Gauteng area.

Once invoiced and the 50% deposit has been paid, Brother Elite will arrange a date for training on the machine(s).

Brother Elite will:

provide training in a manner consistent with the technical and professional standards of the industry;

provide an instructor qualified to conduct the training.

The purchaser will:

ensure that all operators, including the purchaser of the machine(s) will attend the training sessions on the arranged day(s);

ensure that all operators of the machine(s) are equipped, and meet the minimum technical skills needed to operate the machine.

Audio and/or video recording of the training session(s) is allowed and in fact, encouraged.

## 2.8. Liability For Delay

Any times quoted for delivery, repair, replacement or training of a machine and/or parts are to be treated as estimates only.

Brother Elite, while making every effort to meet such estimates, shall not be liable for any loss or damage whatsoever and whether direct or consequential arising from failure to deliver, repair or replace any goods within such time.

## 2.9. Risk

Notwithstanding the reservation of ownership referred above, the risk in the goods shall pass to the purchaser on collection by the purchaser or delivery to the purchaser, as the case may be.

## 2.10. Safety

The machine(s) provide a degree of safety, provided that they are used in a safe and proper manner.

However, it's not intended for, nor safe for children and animals. Therefore, children and animals should not be left unattended in the same vicinity as the machines.

Brother Elite accepts no liability whatsoever for any death, injury, damage or loss howsoever occurring, with respect to the use of any of the machines.

## 2.11. Descriptive Matter & Illustrations

All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by Brother Elite are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form any part of any contract. The right is reserved to change specifications without prior notification or public announcement.

## 2.12. After Sales Service, Services, Repairs & Machine Defects

Brother Elite offer an after sales service for a period of twelve (12) months for machine(s) under warranty, where we will repair or, at Brother Elite's sole discretion, supply and install replacements of any defects which:

under the purchaser's and/or operator's proper use, appear in the machine(s) within 12 (twelve) months of collection or delivery, and

defects which arise solely from faulty design by the manufacturer (other than any design made, furnished or specified by the purchaser for which Brother Elite has disclaimed responsibility),

provided that:

the machine(s) concerned have been placed, stored and/or used in a proper manner, and

the purchaser has notified Brother Elite in writing of the nature of the defect within 48 hours of becoming aware of the defect.

Service charges shall be applicable. For details, please see section 1.14.

## 2.13. Service & Repair Quotes

In the event of an out of warranty or non-warranty service and/or repair, a quote will be provided for acceptance prior to any work being undertaken.

The quote is an estimate, which may change if the repair is unsuccessful or if additional parts are required. Brother Elite reserves the right to re-quote on the service and/or repair, should it become necessary.

Payment must only be effected after the final service and/or repair charge is confirmed and communicated. Customers will be liable for the difference in charge should a payment be made against a quotation.

Service and/or repair quotations shall be provided via email or obtained in-store (in the case of walk in customers). Services and/or repairs will only be undertaken on receipt of acceptance/approval of a quotation.

Brother Elite shall not accept cancellations after receiving an acceptance of a quotation. The customer shall be liable for the full repair charges before the goods are released.

Service and/or repair quotes are valid for a period 5 (five) working days. Failure to respond within this period shall result in:

the goods being returned unrepaired, and only upon payment of the applicable service charges set out above.

rendering the quote null and void.

Should the customer request or re-book the goods to be repaired after quote expiry, it will have to be re-assessed with the service charges being applicable again. Quotes and assessment outcomes are subject to change after re-assessment.

#### 2.14. Service Charges

Service charges shall be applicable to all warranty, out of warranty and non-warranty goods (meaning the warranty has been voided or has expired).

Service charges will be based on:

labour;

travel expense, calculated using AA rates (if applicable);

accommodation (should call out be outside of the Gauteng area), and

spare parts on machines out of warranty or non-warranty machines (if applicable)

These charges are applicable when the purchaser has instructed Brother Elite to assess the machine(s), which by necessity requires certain services to be performed by Brother Elite for the purposes of assessing the fault/damage in order to validate warranty, or provide you with a quotation for the costs of service and/or repairs to the machine(s).

Service charges will be charged regardless whether the machine is covered by the original manufacturer's warranty or not.

Brother Elite represents and warrants that all after sales service, services and repairs provided to the purchaser pursuant to any purchase of machine(s) shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements.

Save as aforesaid and as provided in terms of this clause, Brother Elite shall not be liable for any defects in goods delivered or for any injury, damage or loss whatsoever resulting directly or indirectly from such defects, or from any work done in connection therewith.

Also, its liability under this clause, shall be in lieu, and to the exclusion of the liability under any warranties and conditions whether express, implied or statutory and whether written or verbal.

#### 2.15. Service & Repair Payments

Payment terms are within 7 (seven) days after receipt of the final service and/or repair charge or confirmation of the service and/or repair being completed.

Repaired goods pending payment shall not be returned or released without confirmation of payment for outstanding service and/or repair charges.

Brother Elite reserves the right to dispose goods to defray expenses, if not claimed and/or if charges remain unpaid within 3 (three) months (90 days) after service and/or repair.

#### 2.16. Parts

In repairing your machine(s) under its warranty, Brother Elite may use new, used or reconditioned parts, as permitted by the terms of such warranty or extended service contract.

If repairing parts outside of the warranty or extended service contract, Brother Elite may use new, used or reconditioned parts.

Brother Elite will retain any replaced part as its property, and the replacement part will be your property. Replaced parts may be repairable and are exchanged or repaired by Brother Elite for value.

To the extent permitted by applicable law, you hereby waive any right you may have to receive any replaced parts. If applicable law requires Brother Elite to return a replaced part to you, you agree to pay Brother Elite the additional cost of the replacement item.

#### 2.16. Parts

In repairing your machine(s) under its warranty, Brother Elite may use new, used or reconditioned parts, as permitted by the terms of such warranty or extended service contract.

If repairing parts outside of the warranty or extended service contract, Brother Elite may use new, used or reconditioned parts.

Brother Elite will retain any replaced part as its property, and the replacement part will be your property. Replaced parts may be repairable and are exchanged or repaired by Brother Elite for value.

To the extent permitted by applicable law, you hereby waive any right you may have to receive any replaced parts. If applicable law requires Brother Elite to return a replaced part to you, you agree to pay Brother Elite the additional cost of the replacement item.

## 2.18. Security

Anyone downloading or trying to download malware or damaging coding on this site, or who tries to gain unauthorised access to any page on this site, will be prosecuted.

Brother Elite will claim civil damages from such person if Brother Elite suffers any damage or loss.

You agree and guarantee that the username and password you use to log in is for your personal use only, and will not be passed on to any third party.

You allow Brother Elite to take all steps reasonably possible to ensure the integrity and security of the site and in the administrative office.

## 3. Shop

### 3.1. Buying products

The site allows you, the user, to place electronic orders ("order") for one or more products on offer as long as such products are available and not sold out.

A purchasing contract ("sale") between you and Brother Elite only comes into effect once you have fully completed AND submitted the online order form for one or more products in your basket ("shopping cart") AND your payment has been authorised by Brother Elite (or has been received into Brother Elite's bank account).

The above is dependent on the product being available.

Products on Brother Elite cannot be reserved to be bought at a later stage, and placing an item in your basket without completing the order, does not amount to a sale or an order.

This means that Brother Elite may remove any item from your basket before the sale actually takes place in the event of the product going out of stock.

Brother Elite cannot be held responsible if an order has become unavailable by the time you try to complete a purchase at a later stage.

The invoice for your purchase will be available online in the "My Account" section on the site.

A copy of this invoice will be included in your parcel as well.

### 3.2. Cancelling & Ending Orders

Brother Elite reserves the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you.

Brother Elite will be liable for reimbursing you the Rand value paid only if you have already paid for the cancelled order.

You have the right to return item(s) purchased (see Brother Elite's Delivery Policy and Returns Policy for more information).

#### 4. Product Pricing

##### 4.1. Product Pricing

The price of each product is given on the product's page. This is only applicable to the Haberdashery Shop.

For prices on our clothing industry machines, please complete the form on the Request a Quote page. Alternatively, browse through our clothing industry machines display room and add your selection to your quote cart for submittal to one of our sales consultants.

##### 4.2. The Regular Retail Price

The Regular Retail Price ("RRP") is the standard price that Brother Elite charges for the product. The RRP is determined by considering the suppliers' price, market conditions, and the prices being offered by other local retailers.

When a product is not on sale, or included in a discount promotion, the RRP is the price you will pay when you purchase the product ("purchase price").

Please note that RRP's can change over the course of several seasons over which the product may be sold. The RRP's applicable at the time the product is introduced may differ from the RRP at the time of your purchase.

##### 4.3. The Discounted Price

When Brother Elite is having a sale, or is running a discount centric promotion on specific products on the site – the discount price is shown on the product's product page, as well as the Regular Retail Price ("RRP"). The discount price will be shown in blue and the RRP will be shown alongside it – but will be crossed out.

When a discount price is shown on the product page, the discount price is the price you will pay when you add the product to your cart at the discounted price, and conclude the sale at the discounted price i.e. the purchase price.

##### 4.4. Pricing Accuracy

Every reasonable effort will be made to ensure that the RRP and, if applicable, the discount price of all products on Brother Elite are correct at the time of your purchase. If, however, the product is offered at an erroneous price, Brother Elite will not be obliged to supply the said product at the incorrect price.

Brother Elite will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct price.

## 5. Making Payment

### 5.1. Making Payment

Brother Elite currently accept the following payment methods:

- Payfast using chipped debit card (Visa & Mastercard) which have been activated for online purchases.
- Payfast using credit card (Visa & Mastercard)
- Payfast using Instant Electronic Funds Transfer (“Instant EFT”) (RECOMMENDED)
- Normal Electronic Funds Transfer (“EFT”)

### 5.2. Paying Through Payfast

Chipped debit card (which have been activated for online purchases), credit card and Instant EFT payment methods are handled by our internet payment processing partner, Payfast.

Instant EFT payment via Payfast can only be made through select banks. Please see the section 5.4 for more information.

### 5.3. Payfast Registration

Once you decide to checkout, and select Payfast as payment processor, you will be taken to Payfast’s payment processing page.

You will require to register with them once off. This can be done on the payment processing page while completing the transaction. Thereafter you only need to login, should you become a repeat customer of Brother Elite.

### 5.4. Paying with Instant EFT

Payfast hold bank accounts at ABSA, FNB, Nedbank and Standard Bank. Should you own a bank account with one of these four banks, you may use the EFT method via Payfast and transfer your payment into a bank account held at the same bank as your own.

This payment method is instantly transferred and Brother Elite will receive the funds immediately.

PayFast verifies that your payment has been received, completes the transaction and then returns you to the Brother Elite site.

You receive confirmation of the transaction by email.

## 5.6. Payfast Security

All transactions between the customer and Brother Elite, as well as between Brother Elite and Payfast, are always protected and safeguarded by utilising secure technology standards (SSL/HTTPS).

Your credit card number and personal information is protected by Payfast and will not be forwarded to a third party. Credit card numbers are never stored by Brother Elite. For more information, visit Payfast.

PayFast is committed to keeping you and your information secure and have a multitude of checks in place to protect both buyers and sellers from fraudulent transactions.

Payfast uses 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 over R1000.

All sensitive info is encrypted within their own database.

Payfast runs penetration testing on their system on a weekly basis to look for vulnerabilities. They are only required to do it once every three months, but they run it every week.

Payfast's entire site, blog and help site are served off secure servers, making it harder to perpetrate phishing attacks.

Payfast also has a monitoring system that does, among other things: GEO IP tracking, velocity testing, BIN/IIN validation and checks against online databases.

## 5.7. General Payment Security

Brother Elite has no access to any confidential information regarding your payment method.

Only Brother Elite's banking partner will access confidential information (such as your credit card number, expiry date, CVV etc.) from time to time.

## 5.8. Fraud

Brother Elite reserves the right, in the interest of preventing fraud, to refuse the processing of payment for any order and/or to cancel any purchase, partially or completely.

Brother Elite may request documentation to complete the necessary fraud checks and cancel any order where the necessary documentation is not provided in a timely manner.

In the event of a fraudulent purchase being placed on Brother Elite, cardholders will be advised to initiate a charge back via their bank in order to be refunded.

Brother Elite does not process refunds for orders suspected of fraud.

Brother Elite does not provide order details relating to orders suspected of fraud.

## 6. Delivery

### 6.1. Free Delivery (Only For South Africans)

For orders over R3,000, Brother Elite delivers free of charge within South Africa via economy door-to-door courier. Unfortunately we are not able to extend this service to countries, other than South Africa.

For orders under R3,000 Brother Elite charges a fee depending on where you're located. Please see section 6.2 for more information.

### 6.2. Delivery Fees (Only South African residents)

During the checkout process, Brother Elite will determine your delivery fee based on your delivery address and postal code.

SA ZONES	SMALL ITEMS	LARGE ITEMS
<20	>20-99	>100
		>R1,500

#### MAIN CITIES

(Johannesburg, Pretoria, Bloemfontein, Cape Town, Port Elizabeth, Durban)	R100	R140
	R160	R195

#### OUTSKIRTS OF MAIN CITIES

(Outside Johannesburg, Pretoria, Bloemfontein, Cape Town, Port Elizabeth, Durban)	R110
	R140 R160 R250

- Every reasonable effort is taken to ensure that the delivery costs displayed on the site are correct at the time of your purchase.
- However, if a delivery fee is incorrectly displayed, Brother Elite will not be obliged to deliver products at an incorrect delivery fee.
- Brother Elite will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct delivery fee.

### 6.3. Delivery: Neighbouring Countries

Brother Elite does not deliver to neighbouring countries. If you are from a neighbouring country, you are responsible for the collection of your parcel.

### 6.4. Delivery Time

Brother Elite delivers packages using Courier Guy services from Monday to Friday within business hours in South Africa and will deliver within 2-6 working days depending on where you live.

Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in South Africa, is 6 working days

There are no deliveries over weekends or on public holidays. Please take this into consideration when selecting your delivery address.

#### 6.5. Delivery Details

Please note, once you have successfully checked-out, Brother Elite can unfortunately not amend the delivery details for your order.

Brother Elite do not deliver to PO Boxes.

#### 6.6. Place of Delivery

As buyer, you indicate where in South Africa you require delivery, as well as contact numbers to be used in connection with delivery.

Your parcel will be delivered to the address you specified in the checkout process.

If nobody is present at the address at the time of delivery, our courier will on the second attempt of delivery use the mobile phone number you provided in your order and/or leave a note (in the letterbox if a residential address) to indicate that there was an attempted delivery.

The courier will try once more, and if at that time there is still no one to sign for the parcel, it will be your responsibility to call the Brother Elite call centre at 012 991 5136 or send an email to [info@brotherelite.co.za](mailto:info@brotherelite.co.za) to arrange delivery.

If you don't contact the Brother Elite call centre within 5 working days of the courier attempting the second delivery, the courier will return the parcel to Brother Elite, and we will contact you via email to discuss potential re-delivery at your own cost.

If this attempt does not succeed within a reasonable amount of time, Brother Elite will reimburse you the rand value paid for the product(s) purchased. Should a delivery fee have been charged on the order, this will not be reimbursed.

#### 6.7. Delivery Completed

A delivery is considered complete as soon as the parcel is accepted by an individual on your behalf at your specified delivery address.

This also applies when the package has been handed over by the courier, as indicated in the courier's tracking system.

It is your responsibility, as buyer, to ensure that you or the intended receiver of the gift (when applicable) inspect(s) the parcel on arrival and makes known any justifiable complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has clearly been damaged.

Such complaints and claims must be brought to the attention of Brother Elite by calling our call centre at 012 991 5136 during office hours.

#### 6.8. Lost Parcels

If neither the depot nor the tracking system (under “My Account > Order History”) provides any indication where the parcel is, you need to call the call centre at 012 991 5136 or send an email to [info@brotherelite.co.za](mailto:info@brotherelite.co.za).

If the parcel is found, it will be sent to the specified delivery address by the usual procedure, as set out in the delivery clause.

If the parcel is declared lost, Brother Elite will notify you and reimburse you for the lost parcel (to the amount of the product purchase price and any relevant delivery fee).

## 7. Returns & Refunds

### 7.1. Returns & Refunds Policy

If you are dissatisfied with your purchase due to a defect, incorrect product choice or other reason, you may return it to Brother Elite within 30 days of delivery, and either receive a Brother Elite account credit or a refund (depending on the goods purchased), or have the product repaired or replaced (depending on the product and situation). Please see section 2.12 for details.

### 7.2. Exchanging Non-Defective Goods

Within seven (7) days of your order being delivered to your door, you can exchange the goods you ordered for a product with the same value or a different colour or size (such as frames) of the exact same product as long as the preferred size being requested is available at Brother Elite.

Goods returned to Brother Elite, must be adequately packed and delivery costs are the responsibility of the purchaser.

Goods returned as defective – but found on inspection to be in good order – will be returned to the purchaser, subject to a handling charge.

Goods returned, which are out of guarantee and/or warranty, or which were damaged due to incorrect usage and can not be repaired, will be either be resold as parts or scrapped by Brother Elite.

Should you wish to process an exchange, please contact the call centre at 012 991 5136 during office hours or email us at [info@brotherelite.co.za](mailto:info@brotherelite.co.za). (Subject Line: Your order number – Request Exchange).

Please note, Brother Elite reserves the right not to accept an exchange, if the product you wish to exchange is not sent back to Brother Elite in the exact packaging it was received in, in resalable conditions.

### 7.3. Returning Incorrect Products

As specified in our T&Cs, Brother Elite will make all reasonable efforts to ensure the product information, availability, purchase price and associated delivery times and fees are accurately reflected on the site.

However, should Brother Elite deliver the incorrect product(s) to you by mistake, please do not remove the product from its original packaging. Please contact the call centre at 012 991 5136

during office hours or email us at [info@brotherelite.co.za](mailto:info@brotherelite.co.za) (subject line: your order number – Incorrect Item) as soon as possible to notify Brother Elite thereof.

Brother Elite will resolve the error by arranging to collect the incorrect product(s) from you and to deliver the correct product(s) to you as quickly as possible. Also, please do not try and remedy the situation by placing another order for the exact same product you were trying to purchase.

#### 7.4. Returning Defective Products

If within 30 days of delivery of a product to you, you find that the product is faulty, not commercially acceptable, unsuitable for the purpose generally intended (or otherwise expressly indicated by Brother Elite at time of purchase), or not legal or reasonably durable (based on the circumstances and product type) (“defective”), please contact Brother Elite call centre at 012 991 5136 or send an email to [info@brotherelite.co.za](mailto:info@brotherelite.co.za) (subject line: your order number – defective item) to notify us thereof.

Brother Elite will request pictures of the defective product and will arrange to collect such product from you so that it can be inspected by us. If the product is subsequently found to indeed be defective, you are entitled to either:

- (a) be fully refunded, or
- (b) have the product repaired or replaced at Brother Elite’s expense (the decision between repairing or replacing being that of Brother Elite’s depending on availability and other relevant circumstances, and in this regard you acknowledge that sale products will usually only be able to be repaired).

If the product is found NOT to be defective and is commercially acceptable, you will NOT be entitled to any repair, replacement or refund, but will instead be liable for the costs incurred in having had such product returned to Brother Elite, and then redelivered to you.

A product is NOT defective and you will NOT be entitled to any repair, replacement or refund under the general warranty above if:

- (a) The faults/damage are a result normal wear and tear;
- (b) damage arising from incorrect usage of the product;
- (c) the item has a reasonable amount of manufacturing or production imperfections, but is acceptable in accordance with the generally accepted commercial practices.

## 8. Vouchers & Promotions

### 8.1. Discount Vouchers

Brother Elite may release printed or digital discount vouchers (“vouchers”) from time to time. Such vouchers may be available through the website and/or from third-party websites, in magazines and other media.

Vouchers can be used to secure a discount on the site as long as the voucher is valid.

Given expiry dates cannot be moved.

## 8.2. Newsletter Sign-up Voucher

### Use of Newsletter Voucher

Current Brother Elite customers do not have the right to newsletter vouchers and cannot earn them.

The R100 Brother Elite newsletter voucher is issued once when the subscriber signs up to any of Brother Elite's Newsletter for the first time.

Signing up to a second or third Brother Elite newsletter, with the same email address, does not qualify for another R100 newsletter voucher.

The R100 newsletter voucher can only be used once per Brother Elite account holder.

The R100 newsletter voucher cannot be used in conjunction with any other Brother Elite offers or promotional vouchers.

### Basket Size

The R100 Brother Elite newsletter voucher can only be redeemed against basket sizes to the value of R500 or more.

Basket size after the newsletter voucher has been applied must exceed R3,000 to qualify for free delivery.

### Validity

The voucher is only valid for items in the online haberdashery shop.

The voucher is not valid for items in our onsite store.

The voucher is not valid against items on sale.

The voucher is not valid against any clothing industry machine.

### How To Claim Your R100 Newsletter Voucher

The user completes the newsletter submission form, whereupon he/she receives a welcome email with an electronic voucher code.

In order to claim the R100 voucher, the subscriber must visit <http://brotherelite.co.za> and add items on Brother Elite's online haberdashery shop to the value of R500 or more to his/her cart.

Enter the voucher code in the voucher code box at checkout and click on "Update Cart" before proceeding with payment.

### Returns

Returns of products to which the R100 voucher was applied, will be refunded at the actual Rand value paid for the product.

### Expiry Date

The R100 voucher is valid for 30 days from the date of issue.

Newsletter vouchers which have passed their expiry date, will not be reinstated.

This includes vouchers which have been redeemed against items that are subsequently returned.

Signing up to the Brother Elite newsletter multiple times, with multiple email addresses, in order to secure additional R100 newsletter vouchers is abuse of the benefit and is tantamount to stealing. Perpetrators will be dealt with accordingly.

### 8.3. Promotional Vouchers

#### Use of Promotional Voucher

- Promotional vouchers are issued at Brother Elite's discretion. Users don't have the right to promotional vouchers and can't earn them.

#### Promotional Voucher Terms & Conditions

- Promotional vouchers are issued with specific terms and conditions that regulate how and when they can be used. For example, certain vouchers may be product specific in that they are only valid against a selected group of products. Exclusions may also exist with certain vouchers e.g. not valid on items in craft equipment. The onus is on the shopper to check the full voucher terms and conditions to ensure they understand the voucher's applications and limitations.
- A promotional voucher can only be used against a purchase on the site when the purchase meets the terms and conditions as specified on the voucher.

#### Expiry Date

- In general, unless otherwise specified on the voucher itself: a voucher is only valid for 30 days from date of issue.
- Only one voucher can be used per shopping cart. Vouchers are not transferable and cannot be exchanged for cash. The discount value of the voucher will be deducted from the total amount in your shopping cart. The remaining balance, if any, must be paid by you.

#### Return

Should you wish to return an item you have purchased using a voucher:

- If you have redeemed a voucher against a purchase, and you'd like to return all items purchased, Brother Elite will refund you or credit your account with the Rand value of the purchase. Please refer to the specific terms and conditions on the vouchers for information on whether it will be reinstated and the terms that will apply.
- If you have used a voucher against a purchase and then return some of the products purchased, Brother Elite will apportion the value of the voucher across the relevant items in the cart and then refund you the relevant Rand amount based on the items being returned.
- If you have used a voucher against a purchase and then return some of the products purchased, Brother Elite will recalculate the total value of your purchase AFTER the returned product(s) has/have been deducted. If the recalculated purchase value no longer meets the terms and conditions associated with the voucher, Brother Elite reserves the right to deduct the value of the voucher off the refund for the returns, or, should you have credit in your Brother Elite account, to debit the value of the voucher off your account balance.

## Limitations

Promotional vouchers cannot be:

- used to buy gift vouchers.
- exchanged for cash.
- transferred to anyone else.
- used after the expiry date which is, unless otherwise specified, 30 days from date of issue.
- used together with any other promotion, including clothing industry machines, onsite shop, items already on sale or items discounted as part of another promotional offer.