

GENERAL TERMS AND CONDITIONS

1. Definitions

‘Nattrend’ / ‘Our’ means Bauma Investments (Pty) Ltd trading as Nattrend, a private company duly incorporated in terms of the company laws of South Africa, with registration number 2017/228753/07, and with its principal place of business at Unit 5, Prosperity Park, 66 Jurg Avenue, Hennospark, Centurion.

‘Order’ means the instruction placed by any natural person through our online e-commerce services for Nattrend to supply the Products.

‘Personal Information’ means any personal details which you, the user provides in any way through the use of our online e-commerce services, in any form whatsoever, which includes but is not limited to its names, postal and physical addresses, contact numbers, e-mail address and name of the employer and any other type of personal information as defined in section 1 of the Electronic Communications and Transactions Act 25 of 2002 (ECTA) and section 1 of the Protection of Personal Information Act 4 of 2013 (POPI).

‘Product/s’ includes, but is not limited to a range of capsules, superfoods, immune boosters, powders, vinegars, vitamin supplements, vegetable oils and honey that promote the health and well-being of users.

‘User’ / ‘You’ means a buyer who chooses to provide their personal information on the website, which information is to be distributed and which Terms and Conditions apply to the user, as the context indicates.

‘Website’ refers to our online e-commerce services located at www.nattrend.co.za accessible via the internet

The terms of our Privacy Policy, Return Policy and Delivery Policy must be read in conjunction and shall form part of these Terms and Conditions.

Prior to submitting an order on the checkout page, please save or print a copy of these Terms and Conditions to keep on file for future reference regarding the order you are submitting.

Please understand that if you do not accept these Terms and Conditions, you will not be able to order any products from our online e-commerce services.

The Pure Natural Trend

BAUMA INVESTMENTS (PTY) LTD NO. 2017/228753/07
t/a **NATTREND**

• Unit 5 Prosperity Park, 66 Jurg Avenue, Hennospark, Centurion • PO Box 2715, Montanapark, 0159 •

• Tel: +27 67 414 9309 • E-mail: sales@nattrend.co.za •

2. Sale of Products

Our online e-commerce services enable Nattrend to offer the products for sale to the public users browsing our online e-commerce services. In accordance with these Terms and Conditions, it is agreed that the user and Nattrend shall be jointly referred to as the “parties”, and individually as a “party”.

By making use of this e-commerce services and the products offered herein, the user hereby acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions.

Any order of products offered on our online e-commerce services implies the understanding and the express acceptance of these Terms and Conditions.

It is stipulated that the user may make a backup copy or print these Terms and Conditions of sale, provided that it is not modified.

These Terms and Conditions are effective from 1 March 2021. Nattrend reserves the right to change these Terms and Conditions without notice and at any time. The Terms and Conditions which were applicable when you made your order, will apply to your order. These Terms and Conditions and any of its Annexures shall apply to the exclusion of any other document.

3. Our Products

Prices as advertised on our online e-commerce services at www.nattrend.co.za are exclusive to our online e-commerce service only. Prior to placing an order, the user may check the main features of any products they wish to order, by consulting our online e-commerce services.

Special offers on products are only valid for as long as it is advertised on our online e-commerce services.

4. Pricing

The prices shown on this online e-commerce service are in South African Rands and the products will be invoiced according to the price displayed on the e-commerce service when the order is submitted.

The price does not include delivery charges, which are invoiced in addition to the price of the products, according to the total amount of the order. Delivery charges will be shown before the user is asked to confirm the order.

Prices include value added tax (VAT), at the rate as determined by the South African Revenue Services on the day of the order and any change in the applicable rate will

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be automatically reflected in the price of the products sold by Nattrend on its e-commerce service.

5. Confirmation of Orders

All orders imply full and unreserved acceptance of these Terms and Conditions. You accept that Nattrend's order registration systems are proof of the nature of the agreement and its date thereof.

When the order is confirmed at checkout, you as the customer declare that you have accepted the order, together with these Terms and Conditions. A summary of the order can be printed.

Once the order has been submitted, a detailed acknowledgement of the order will be sent to you at the e-mail address which you have provided.

Our acknowledgement of your order will specify the exact amount invoiced and details of delivery and implies our acceptance of your order and confirms the transaction, subject to full payment of the order.

We cannot always guarantee stock availability. If we are unable to supply certain items or quantities ordered, you nevertheless agree to accept delivery and make payment for the items delivered.

If for any reason you would like to cancel an order, this may be done by contacting our Customer Care Line on 067 414 9309 or email sales@nattrend.co.za. You will only be able to cancel orders until midnight on the day that the order has been placed.

Nattrend shall refund you within 14 (fourteen) days from date of receiving request for cancellation. If, however, you inform Customer Services after your order has been dispatched, you will be unable to cancel the order. Should this be the case, you must refuse acceptance of the order when it is delivered.

On receipt of the refuted order, Nattrend will inspect the products and if the products remain in their original packaging and are not damaged, Nattrend will refund you within 14 (fourteen) days thereof, less the delivery costs incurred by Nattrend.

Nattrend reserves the right to suspend or cancel any order placed if a dispute exists regarding the payment of a previous order, or for any other legitimate reason, in particular related to the unusual nature of the order and in the event of a breach of any of these General Terms and Conditions.

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6. Payment

All orders are payable in South African Rands and are inclusive of VAT.

In order for you to pay for your order, we make use of a third party service provider, namely Payfast. The following methods of payments are accepted: Credit Card, Debit Card, Instant EFT, Masterpass, Snapscan and Zapper.

In processing the payment of your order, you confirm and grant Nattrend / Payfast the necessary authorisation required to use the chosen method of payment, when submitting the order.

In the event of non-payment of any amount owed by you, or of any adverse payment circumstances, Nattrend reserves the right to suspend or cancel any order and/or delivery, whatever the nature or state of progress in the order or delivery may be.

As part of the measures taken to prevent fraud over the internet, you consent to the information relating to your order being sent to any competent authority for verification.

To ensure secure credit card payment, you are required to enter the Card Verification Value (CVV) of the debit or credit card being used, into the payment portal of our online e-commerce services. We are not able to access any of this sensitive information at any point in time.

By submitting your order, identity number and payment card details, you warrant that you are authorised to make payment with the payment card and that there are sufficient funds available to pay for the order.

7. Delivery

The products will be delivered to the address provided by you when placing your order, according to the selected method of delivery.

Standard Orders will be delivered within 2 (two) – 5 (five) working days from the date on which Nattrend receives the order, according to the selected method of delivery, subject to full payment of the purchase price.

Nattrend in its sole discretion may suspend or terminate the sale of the products provided on our online e-commerce services at any time whatsoever and the user shall have no recourse in the event of suspension or termination.

On delivery, you will receive our detailed tax invoice showing the product price details, the delivery fees, Value-Added Tax and the amount debited from your payment card as well as a delivery note showing a summary of the items delivered.

You or your authorised representative will be asked by the courier company's representative to sign in order to acknowledge receipt of the products. For

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verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf.

Should delivery of the products be unsuccessful, due to your unavailability, we reserve the right to charge an additional delivery fee should it be required.

We have outsourced all delivery and collection arrangements to third party service providers.

The delivery of your Order is subject to our Delivery Policy.

8. Cancellation

In the event of non-conformity of the product, in particular due to an anomaly or an error in the delivered references, you can choose to return the product to Nattrend and be reimbursed thereof or to receive a replacement product.

You have a period of 7 (seven) days as from the date of receipt of the product ordered as confirmed by our delivery service provider, to return the order at your own expense for a product reimbursement. Only in the circumstances where products are returned due to poor quality or incorrect product delivery, will Nattrend reimburse you for the delivery fee and upon your request thereto.

You may contact our Customer Care Line on 067 414 9309 or by e-mail at sales@nattrend.co.za as regards to any claim.

The reimbursement of your payment for the order will be made via Electronic Fund Transfer to the bank account which you have selected, no later than 14 (fourteen) days following the date on which the right was exercised.

9. Returns

Whatever the reason for returning the products to Nattrend, you are required to follow the following instructions in order to facilitate processing of the return, which return must comply with the provisions of our Return Policy:

The products must be returned in its original packaging

Complete and attach the Return Form

Send all returns to the following address:

Nattrend (Returns Department)
Unit 5, Prosperity Park

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Centurion
0157

Any risk related to the return of the Products is borne by the User.

10. Risk and Ownership

Risk in the products shall pass to the user or its authorised representative on delivery. We will retain ownership of the products until payment is received in full.

11. Liability

The user must use discretion before taking any action based on the information displayed on our online e-commerce services. Information, ideas and opinions expressed on our online e-commerce services should not be regarded as medical advice or the official opinion of Nattrend and users are encouraged to obtain advice from a health professional before taking any course of action related to the information, ideas or opinions expressed on our online e-commerce services.

Our online e-commerce services and all content on our e-commerce service is provided on an "as is" basis, and Nattrend makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents on our e-commerce service. Nattrend does not warrant that the functions and services provided by our e-commerce service will be uninterrupted or error free, or that our online e-commerce service is free from viruses or other harmful components or for any damage resulting from a fraudulent intrusion by a third party, causing any change to the information made available on our e-commerce service and Nattrend accepts no liability in this regard.

Nattrend cannot be held liable for non-fulfilment of an order due to stock shortages, especially where the product is unavailable due to a force majeure event including but not limited to health and safety protocols.

Nattrend, including owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any direct or indirect damage, whatever the cause, origin, nature or consequences, including in particular any loss of profit, customers, data or any other loss of intangible goods that may occur as a result of

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the access by any person to our e-commerce service or the impossibility of accessing our online e-commerce service.

The user hereby indemnifies Nattrend and its owners, directors, employees, officials, suppliers, agents and/or representatives from and against any loss or damages suffered or liability incurred in respect of any third party, which arises from the User's use of our online e-commerce service.

Nattrend does not make any warranties or representations that our online e-commerce service shall be available at all times. Users acknowledge that our online e-commerce service may be unavailable due to updates or other causes beyond the reasonable control of Nattrend, including, but not limited to, virus infection, unauthorised access (hacking), power failure or other "act of God."

The user must take special note that Nattrend reserves the right to hold a user liable for any losses suffered by Nattrend to any cybercrime committed by the user on our online e-commerce services.

12. Intellectual Property Rights

All rights, including copyright, trademark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on our websites, whether registered or not, including all current and future content on the online platform, which is not owned by a third party and any unauthorised use, reproduction, modification and/or distribution of the content thereof is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

In accordance with the Copyright Act 98 of 1978, as amended, pertaining to ownership of literary and/or artistic rights, or other similar rights, on our online platform and all the elements, brands, drawings, models, photographs, texts, illustrations, logos, sequences whether animated or not and with or without sound, graphics, etc., to be found on our online platform, together with their compilation, are the exclusive property of Nattrend, as it does not grant any license or any entitlement other than that of browsing our online e-commerce services. Any use during browsing on our online platform, in whole or in part, of the above elements is authorized exclusively for information purposes and only for personal and private use.

Any reproduction and any use thereof for other purposes are expressly prohibited.

Neither our online e-commerce services (in whole or in part), nor its content or brands may be used, reproduced, duplicated, sold, resold, made accessible, modified or exploited in any other way, in whole or in part, for any purpose whatsoever, without prior, written authorisation from Nattrend.

Any other use will constitute an infringement.

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13. Amended or Updated Terms

We may periodically update or change the General Terms, without notice. You should check them from time to time as your continued use of our Services will mean you accept any updated or revised General Terms.

14. Law and Arbitration

These General Terms are governed by the laws of the Republic of South Africa. Any dispute arising in relation to these General Terms shall, to the extent permitted by law, be referred to arbitration in Pretoria at a venue of our choice applying the Uniform Rules of the High Court of South Africa.

15. Data Processing

The user hereby expressly consents, by its use of our online e-commerce services herein, to the collection, use, processing, storage, transfer and sharing of its personal Information to the entities that are related to Nattrend, including but not limited to Nattrend and its service providers, provided that such processing are in line with the Protection of Personal Information Act 4 of 2013.

You have the right to access, change, correct and delete personal information concerning them by contacting Nattrend via email. You are referred to Nattrend's Privacy Policy for more detail.



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