

FORGET ME NOT (Pty) Ltd.

TERMS AND CONDITIONS

Introduction

Throughout this website and this document, we will refer to ourselves as “the company”, “we”, “us”, and “our”.

Due to the vast nature of our offerings, it is impossible to display the entire range on our website. We encourage you to contact our team directly to assist you in finding the perfect solution.

1. **Acceptance of Terms:** By accessing and using this website, you agree to be bound by these terms and conditions.
2. **Products and Services:** We offer corporate communications and PR, gifting, clothing, safety apparel and confectionary.
3. **Ordering and Payment:** All orders must be placed via email. Orders placed are subject to acceptance and availability. Payment must be made in full at the time of placing an order. We reserve the right to accept or reject any order. Our acceptance relies on factors including product availability, accurate information provided (including pricing), and successful payment.
4. **Accepted Payment Methods:** We only accept payments via EFT. Orders will only be made available after the payment has been reflected in our account.
5. **Estimated Time of Arrival:** Suppliers, shipping or customs processes may cause unforeseen delays. Accuracy of dates cannot be guaranteed. Lead times do not include weekends, South African public holidays or annual shutdowns.
6. **Order Cancellation and Deliveries:** Once an order is confirmed it becomes a binding contract and cannot be cancelled. Any damages or shortages must be reported within twenty-four (24) hours of collection or delivery.
7. **Shipping and Availability:** We strive to process and deliver orders in a timely manner. However, delivery times may vary depending on location or product availability.

8. **Third-Party Content Disclaimer:** Some content on this website may be sourced from third parties. We do not claim ownership of content.
9. **Third-Party Disclosure:** We will not disclose or sell clients' information to any third parties without explicit consent, except as required by law or to fulfil contractual obligations.
10. **Collection and Processing of Personal Information:** We will only collect, and process personal information provided by clients and users for specified purposes such as ordering, customer inquiries, enhancing user experience, and legal compliance.
11. **Intellectual Property:** All content on this website, including logos, designs, and product images, are protected by copyright and other intellectual property rights.
12. **Privacy Policy:** We are committed to protecting your privacy. Our privacy policy outlines how we collect, use, and disclose your personal information.
13. **Limitation of Liability:** We shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use or inability to use our website or products.
14. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of The Republic of South Africa.
15. **Changes to Terms:** We reserve the right to modify or amend these terms and conditions at any time. Updated terms will be posted on the website.
16. **Disclaimer:** Your utilisation of the Website and our Services is undertaken entirely at your own risk, and you shall bear sole responsibility for any loss or risk arising from such utilisation or reliance on the information provided on the website. Whilst we endeavour to ensure the accuracy of the content of the Website, we provide no guarantee as to its quality, timelines, operation, integrity, availability, or functionality.

17. **Domcilium and Notices:** Correspondence between the parties shall be sent to the following address:

Forget Me Not (Pty) Ltd
Eagle Close, Unit 1
Blouvalk Street
Randpark Ridge, 2169
Johannesburg, South Africa
Email: forget-me.not@outlook.com

Notices shall be considered received under the following conditions:

If delivered in person during the recipient's regular business hours at their address. The notice will be presumed received at the time of delivery unless evidence to the contrary is provided. If sent via email to the recipient's provided email address, the notice is presumed received on the same day as sending, unless evidence to the contrary is provided.

18. **Force Majeure:** If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement because of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour government interference or control, or any other cause or contingency beyond the control of that Party, the Party so affected shall be relieved of its obligations during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

Any Party invoking force majeure shall, upon the termination of such event giving rise thereto, forthwith give written notice to the other Party. Should such force majeure continue for more than 90 days then the Party who shall not have invoked the force majeure shall be entitled to cancel this Agreement in respect of any obligations still to be performed hereunder.

This Agreement does not create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind the other or create liabilities on their behalf.

Annexure

Samples

We understand that samples are necessary for our clients to close business deals.

Our sample policy is as follows:

1. Samples can be sourced for purchase and collection at our offices.
2. All samples need to be paid for prior to collection.
3. The following samples may not be returned:
 - a. Those with an individual product price of less than R30.00, excluding VAT.
 - b. Any branded items.
 - c. Consumables and perishables
4. The following samples may be returned:
 - a. Those with an individual product price of R30.00 or more for refund or credit if:
 - b. The sample items have not been used, worn and not damaged.
 - c. The items are in their original condition, and packaging, damage to any part of the packaging will result in the samples not being accepted for return.
 - d. The returned items shall be accompanied by the relevant original invoice.
 - e. The items must be returned within a week of collection.
 - f. Refunds may take up to 7 (seven) days.

Branding and Artwork

1. Guidelines, Submissions, Approval and Fees
 - a. All artworks must be emailed to Forget Me Not (Pty) Ltd.
 - b. All approvals must be confirmed via email. Once artwork has been approved, no changes will be accepted.
 - c. Branding cancelled after layouts have been generated will be charged a fee.

- d. Printing colours will be matched as close as possible to pantone colours or any swatches supplied, we do not guarantee a 100% match.
- e. We do not guarantee any print onto metals or ceramics.
- f. By Approving the artwork:
 - 1. You accept the layout as depicted in the artwork, you have ensured that the item being branded, colour and size of the item are correct.
 - 2. Forget Me Not (Pty) Ltd will not be held accountable for any spelling or artwork errors on items branded in accordance to the approved artwork.
- g. Branding will only commence once the layout is approved, and full payment has been received.
- h. Only PC format artwork - Open File PDF will be accepted along with Pantone colours. Artwork for multicoloured imprints must be sent as a colour separated file, except for in the instance of digital printing.

By continuing to use our website, you acknowledge and agree to the most recent version of these terms and conditions.