



Top Compliance (Pty) Ltd

Reg. No: 2013/214410/07

Your Business' Safety is our Concern

Terms and Conditions

Please read our terms of use carefully.

By visiting our website, and/or purchasing something from us, you engage in our “*Services*” and agree to be bound by the following terms and conditions. These terms and conditions apply to all users of the site, including without limitation, but not limited thereto, users who are browsers; vendors; customers; merchants; and/or contributors to its content:

1. Your use of this website, and any of the services offered hereon are subject to the prevailing version of our terms of use — at the time of your use thereof;
2. If you do not accept our terms of use you may not access our website, or make use any of our services made available hereon.
3. Our terms contain specific provisions to limit our liability. These terms have been set out in capital letters. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our website, and our services.
4. If you are not yet 18 years old, you must obtain your parents' or legal guardians' advance authorisation, permission, and consent to be bound by our terms of use prior to you accessing our website, using any of the services advertised on our website, or participating in any of the activities offered.
5. If you are under 18 years old, and fail to obtain such consent you may not access our website, use our services, or participate in the activities made available thereon.
6. We may change our terms of use from time to time. Such changes will take effect as and when they are published. You should therefore keep up-to-date with their content, and read these terms of use at all times prior to using this website since the then current version of the terms will apply.

DETAILED DESCRIPTION OF GOODS *AND/OR* SERVICES

"*We*" are Top Compliance (Pty) Ltd, and "*us*" and "*our*" have the corresponding meaning.

We are a private company incorporated in accordance with the laws of the Republic of South Africa.

Top Compliance (Pty) Ltd is a company specializing in the retailing of all first aid medical items, Personal Protective Equipment, Legislative posters, SANS mandatory signs, and corporate wear.

DEFINITIONS IN THESE TERMS OF USE

"*Products*" means any goods or other products that are made available by us *via* this website;

"*We*", "*us*" and "*our*" means Top Compliance (Pty) Ltd, and unless the context indicates otherwise, its owners; employees; suppliers; internet service providers; agents; and affiliates;

“You” means the user of this website;

Hyperlinks that are not operational, shall in no way detract from the validity and interpretation of the terms of use.

GENERAL CONDITIONS OF USE FOR THIS WEBSITE

1. You are solely responsible for any and all telephone usage, rental fees, and/or internet access service fees that may apply to your use of this website, and the services offered on it.
2. You may not access this site for any purpose other than for utilizing the services offered on it.
3. You may not access our site for the purposes of redistributing or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by us in writing.
4. You may not use your access to this site in a manner that would bring us, our business *and/or* any of our affiliates into disrepute. Furthermore, you may not access this site for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person, or restricts or inhibits the use of or enjoyment of this site by any other person. In this regard you must comply with the Laws, Regulations and Codes of Conduct applicable to your use of this site.
5. You may not to post or transfer any material to our website that is unlawful, violates any third party's rights, or which is obscene, misleading, inaccurate, defamatory, or otherwise illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer systems.
6. We may remove any content you have submitted to this site and/or suspend your access to any part of this site at anytime without notice.
7. We do not usually monitor, edit, control, or filter the content submitted to this site by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections, and bulletin boards, do not represent our views, and we have not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial, or otherwise. Please notify us if you have a complaint about the activities of, or content submitted by a user of this site.
8. We do not distribute or endorse any products, services, or events posted, promoted, and/or listed on our site other than the products and services we supply ourselves, and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services, and events must be made directly with the supplier thereof.
9. Notwithstanding that this site may contain links to third party websites, and that some third-party websites may contain links to this site, we do not control, endorse or approve the activities or content of any such third-party websites. Please contact the relevant website proprietor if you have a complaint about the activities or contents of any third-party website.
10. Proprietary rights (including without limitation trademarks, copyright, and patent rights) in the components of this site belong to us, and to our licensors, which includes compilations, collective works, and derivative works incorporating the content of our users. The individual content you may

submit will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable, and royalty-free license to use such content free from any restriction, and on the same basis as if we were the owners thereof, including the modification, reproduction, compilation, publication, public performance, distribution, broadcasting, and promotion thereof.

11. Your downloading and use of the data contained on this website is done at your sole discretion, and at your sole risk. You should independently verify the completeness and reliability of information provided on or *via* this site. Also be aware that viruses or code that may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protective mechanisms to prevent such harm from occurring.
12. ACCESS TO OUR WEBSITE SERVICES IS PROVIDED TO YOU FREE OF CHARGE. YOUR RELIANCE ON, AND USE OF OUR WEBSITE CONTENT AND SERVICES IS THEREFORE AT YOUR OWN RISK. IN NO EVENT WHATSOEVER WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER IN CONTRACT, DELICT (INCLUDING GROSS NEGLIGENCE), OR OTHERWISE, CONCERNING YOUR RELIANCE ON, OR USE OF THIS SITE, OR THE CONTENT AND SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW, OR WHERE THE CONTRARY IS EXPRESSLY STATED.
13. We also reserve the right, without notice, and in our sole and absolute discretion, to make changes to any parts of this website, inclusive of changes to these terms of use, including those relating to our ordering service. It is your responsibility to review our terms of use on every occasion prior to making use of this website, and our ordering service. If you continue to use this site after our amended terms of use have been posted on this website it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect *and/or* feature of this website.
14. You are required to choose a username and a password when registering with us, or using some of our services. You are responsible for keeping your username and password secret. You will be required to enter your username and password every time you use one of our subscription services. You accept that you will be personally liable for all transactions concluded on your account.
15. We are committed to protecting your privacy. We will collate the information that you give to us to provide you with services, and personalize your use of and visits to this site. We may also use such information to inform you, the user, about changes in the services we offer *and/or* about features we think you may find to be of interest. We may also permit the affiliated entities in our company group to inform you about products or services they offer that we think might interest you.
16. We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communications that you may send or receive *via* our website, and we may use, publish, and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit *and/or* prevent the transmission of unlawful or otherwise undesirable material or content.
17. You may not transmit any computer worms, viruses or any code of a destructive nature.
18. A breach or violation of any of our Terms of Use will result in an immediate termination of your Services or custom, whether you are registered with us, or as a guest user.

19. We reserve the right to refuse service to anyone for any reason at any time.

Modifications to our services and prices

1. Prices for our products are subject to change without notice.
2. We reserve the right to, at any time, modify or discontinue our Services (or any part or content thereof) without notice at any time.
3. We shall not be liable to you or to any third-party for any modification, price change, suspension of, or discontinuance of our Services.

Complaints and General

1. We aim to provide you with a quality service. If, however, you feel that you have cause to complain, you can submit an email to us. We will try to do our best to resolve any problems that arise. We require that you provide us with the following as part of your complaint:
 - Your full names, physical address, telephone number and email address;
 - The location and description of the service feature or transaction that is the cause of your complaint;
 - The problem with the service, transaction, or your rights that you allege to have been infringed by such feature or component;
 - The actions you would like us to take to remedy the problem;
 - A statement confirming that you are making the complaint in good faith;
 - A statement confirming that the information you are providing to us is to the best of your knowledge true and correct;
 - Please incorporate your signature into the complaint.
2. Your use of this website is subject to the Laws of the Republic of South Africa, and you consent to the Jurisdiction of the Pretoria Magistrates Court to adjudicate any dispute arising from or in connection with these terms of use, notwithstanding that the amount in dispute may exceed such Court's jurisdiction. You agree to accept service of legal process at the addresses you provide to us when you use or subscribe to our website services.
3. These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to this site, the services offered hereon and any products and services acquired through this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.

4. Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
5. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. We may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person.
6. We are excused from any failure to perform or delay in performance of our obligations hereunder if and to the extent that circumstances outside our reasonable control prevent or delay such performance.
7. We will try to ensure that sensitive payment information (such as your credit card details) provided to us are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. HOWEVER, WE DO NOT GUARANTEE THE ABSOLUTE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US OR THAT IS TRANSMITTED TO YOU OR ANY OTHER PERSON, AND YOU MAKE USE OF THIS WEBSITE AND THE SERVICES OFFERED HEREON AT YOUR OWN RISK.

SHOPPING

- Prices are quoted in ZAR (South African Rand);
- Please order your products directly from the website (<https://www.topcompliance.co.za/index.php/products>, or from following the Menu from the main Top Compliance website);
- Select your product; add to the Shopping Cart; either continue Shopping, or Check Out.
- Please note, you must accept the "*Terms of Service*" (Terms and Conditions) before the system will allow you to proceed further;
- While we would prefer you to register as a customer (for future orders), you may also continue as a Guest. You will still have to add some basic information. Either way, you must provide a Username and Password otherwise you will not be able to complete your transactions;
- Once you have Confirmed your Purchase you will be directed to the PayFast Transactional Server to make your payment. You will be asked to enter your Username and Password. You may then complete your transaction;
- You will receive confirmation once you have completed the transaction. An invoice and a PayFast confirmation will be sent to your registered email address.

Top Compliance (Pty) Ltd may cancel any sale and not supply products if it is reasonable to do so, and may change or discontinue the availability of products at any time at its sole discretion. If an order is cancelled, any payment made for the products will be refunded in full. This does not affect your Statutory Rights.

PRICE

Top Compliance (Pty) Ltd is currently not VAT registered.

Occasionally, there may be information on our site or in the service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We shall be under no obligation to update, amend or clarify information in the service, or on any related website, including without limitation pricing information except as required by law. No specified update or refresh date applied in the service or on any related website, may be taken to indicate that all information in the service or on any related website has been modified or updated.

You will be notified of the delivery costs on the invoice. Prices are quoted in ZAR (South African Rand)

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased *per person*, *per household*, or *per order*. These restrictions may include orders placed by or under the same customer account, the same credit card, *and/or* orders that use the same billing *and/or* shipping address. If we make a change to, or cancel an order, we will attempt to notify you thereof by contacting the e-mail *and/or* billing address/phone number you provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

PAYMENT

- Full payment is required before the order is processed. This can be done via the website using PayFast.
- Use your invoice number as reference for your payment to ensure accurate allocation of funds.

AVAILABILITY

- We try to keep up to date as possible, but cannot guarantee that any particular product will always be available. If we cannot supply a product you will not be charged for it, and we will refund or re-credit your account with the amount debited by us.
- All offers are available while stocks last. If we are unable to supply a product you have ordered, we will notify you as soon as we can after receiving your order. If this happens, you may cancel your order and we will refund you the money you have paid for it.

STOCK SHORTAGES

Should a product you have ordered be:

1. Temporarily unavailable, Top Compliance (Pty) Ltd will notify you thereof as well as the anticipated delay in delivery and, unless you agree to wait for such longer period for delivery, or accept delivery of another product instead, or a credit on your account, Top Compliance (Pty) Ltd will issue a refund in respect of that product to you;
2. Permanently unavailable, Top Compliance (Pty) Ltd will notify you and, unless you agree to accept another product instead or a credit on your account, Top Compliance (Pty) Ltd will issue a refund in respect of that product to you.

DELIVERY

- Top Compliance delivers to destinations inside the Republic of South-Africa. You will be notified of the delivery costs on the invoice as the weight, size and delivery time of the item needs to be calculated.
- Top Compliance (Pty) Ltd aims to deliver products to destinations anywhere in South-Africa within 7 working days in most circumstances, however delivery times cannot be guaranteed.
- Orders dispatched require a signature on receipt of package and operate between 9am and 5pm on weekdays only, so please specify an address where someone will be able to sign for your products between these hours.
- We will make every effort to deliver within the time stated, but we will not be liable for any loss caused to you by late delivery.
- If the products are not delivered within the estimated delivery time which we quote, please contact us by telephone or email, and we will try to ensure that you receive your order as quickly as possible or, if you wish, you may cancel your order and we will refund the money you have paid. This does not affect your statutory rights as a consumer.

REFUNDS

We believe that you will be delighted with your product but there may be occasions where you feel it necessary to return an item. We aim to keep the process as simple as possible. These terms do not affect your statutory rights. We will try to attend to all returns as soon as practically possible once the Return Form has been received.

EXCLUSIONS

You may not under any circumstances return the following:

- Non-defective products that have been "made to order / branded".
- Products that you or any other person have altered, repaired, incorporated, or added to where such alteration, repair, incorporation, or addition has not been authorised by Top Compliance (Pty) Ltd.

RETURN PROCEDURE TO BE FOLLOWED

1. Fill in return form.
2. Specify the reason for the return.
3. Return the item to Top Compliance (Pty) Ltd at your cost.
4. Specify refund account details.
5. Supply proof on a bank stamped bank letterhead clearly indicating the banking details.
6. Pack item into box.
7. Item(s) must be in returned in their original packaging, inside a box, to protect the items you are returning.
8. NO branded items will be accepted for returns for any reason.

REFUND

Within 30 days of the returned item having been cleared by Top Compliance (Pty) Ltd Quality Control, your money will be refunded via EFT ONLY. The refund will ONLY be done with a bank stamped bank letterhead clearly indicating the banking details.

UNWANTED PRODUCTS

- If you are unhappy with an item when you receive it, or if you simply change your mind, please return it with the Return Form, unused; having taken reasonable care of it, and complete with packaging and all components, for a full refund within 14 working days from date of purchase.
- Within 30 days of the returned item having been cleared by Top Compliance (Pty) Ltd Quality Control, the money will be refunded back via EFT ONLY.
- The refund will ONLY be done with a bank stamped bank letterhead clearly indicating your banking details. You will only have to pay for the return postage of the products.

FAULTY PRODUCTS

We try to select and package the products as well as possible to ensure they arrive in good condition. However, if a product arrives damaged or with defects, or is not what you ordered, we will replace it free of charge or provide a full refund as appropriate, provided you return the product within 14 days of receipt. In these circumstances we will also pay you the cost of the return postage.

For help with items later than 14 days after your initial purchase please email us for more information. This does not affect your Statutory Rights.

RETURNING UNWANTED OR FAULTY PRODUCTS

Cancellation of orders by the client will attract a 15% administration fee. Please contact us by email (at info@topcompliance.co.za) to inform us of your wish to return products. We will send you the Returns Form, which must be emailed to info@topcompliance.co.za prior to the processing of your return. We may also advise you how to send the item back to us.

UNWANTED GOODS - CUSTOM-MADE AND HIGH VALUE PRODUCTS

- Due to the bespoke nature of custom-made products we are unable to offer our usual 14 Day Money Back Guarantee on unwanted goods.
- In the case of high value items in excess of R3000.00 the usual money back guarantee is limited to 7 days, and you shall be responsible for the cost of return within 7 days of receipt. This does not affect your statutory rights.

TOP COMPLIANCE (PTY) LTD'S RESPONSIBILITIES

- Top Compliance (Pty) Ltd shall insure ordered products at their retail value whilst being delivered to you. Please check the delivered products as soon as possible on receipt as we will not cover any subsequent loss or destruction.
- You will be responsible for any breach of these terms by you, and if you use Top Compliance (Pty) Ltd in breach of these terms you will be liable to and will reimburse Top Compliance (Pty) Ltd for any loss or damage caused as a result.
- These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law, nor shall they exclude or limit Top Compliance (Pty) Ltd's liability for death or personal injury resulting from its negligence nor any fraudulent representation.
- Top Compliance (Pty) Ltd shall not be liable in any amount, or to any extent for any failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including, without limitation, Internet outages, communications outages, fire, flood, war or Acts of God.
- Please read carefully the instructions, manuals, and other user documentation that comes with your products. Top Compliance (Pty) Ltd is not involved in the manufacture of the products it supplies, and will not advise on their use or operation, or the manufacturer's guidelines. You are urged to use all products safely and in accordance with the manufacturer's guidelines
- These terms do not affect your statutory rights as a consumer which are available to you.
- To the maximum extent permitted by law, Top Compliance (Pty) Ltd excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, or consequential loss whether or not such arises out of any problem you notify to Top Compliance (Pty) Ltd, who shall have no liability to pay any money by way of compensation, including without limitation all liability regarding:
 - Any incorrect or inaccurate information on its website;

- Any interruptions to, or delays in updating its website;
- Any infringement by any person of any Intellectual Property Rights of any third party caused by their use of Top Compliance (Pty) Ltd or any Product it supplies;
- Any loss of profit, wasted expenditure, corruption or destruction of data, or any other loss that does not result directly from something we have done wrong;
- Any amount or kind of loss or damage due to viruses, or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using, or downloading content from Top Compliance (Pty) Ltd's website, or from transmissions via emails or attachments received from Top Compliance (Pty) Ltd or its licensees and affiliates;
- The availability, quality, content, or nature of any other sites on the Internet that are owned and operated by third parties ("*External Sites*") to which Top Compliance (Pty) Ltd links, and websites located on or through any External Site, or for any transactions involving External Sites (including '*cookies*', personal data, confidential information, or purchases of domain names or other services). You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links, website or transactions;
- All representations, warranties, conditions, and other terms which but for this notice would have effect.

GENERAL

- In the event that any part of these Terms is held to be unenforceable, such part shall, at Top Compliance (Pty) Ltd's option, be construed as far as possible to reflect the parties' intentions, and the remainder of the provisions will remain in full force and effect.
- These Terms constitute the full agreement between you and Top Compliance (Pty) Ltd and may only be amended in writing. They apply to the exclusion of all other terms or conditions of contract proposed.
- Since we are aiming principally at the South African market, we cannot guarantee that this agreement accords with the Laws of any other countries, or Territories;
- Use of Top Compliance (Pty) Ltd website and these terms are subject to the Laws of South Africa, and the jurisdiction of the South-African Courts.

FRAUD PREVENTION

- Top Compliance (Pty) Ltd reserves the right to refuse, in the interest of fraud prevention, the processing of any payment for any order, *and/or* to cancel any purchase partially or completely, with notice thereof to you.
- Top Compliance (Pty) Ltd will be responsible for returning funds for the cancelled portion of the order to you only if you have already paid such funds, and comply with this agreement in such regard.

DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY

- We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- You agree that, from time to time, we may remove the service for indefinite periods of time, or cancel the service at any time, without notice to you.
- You expressly agree that your use of, or inability to use the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided '*as is*' and '*as available*' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- In no instance shall Top Compliance (Pty) Ltd, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, delict (including negligence, and gross negligence), strict liability or otherwise, arising from your use of any of the services or any products procured using the service, or for any other claim related in any way to your use of the service or any product including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some countries, provinces, jurisdictions, and territories do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Top Compliance (Pty) Ltd and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys', and other legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of any third party.