

Website Terms and Conditions of Sharp Edge Sharp Shooter CC

1. Disclaimer

You acknowledge that this Website sells products that are inherently dangerous and that may lead to personal injury. You have the responsibility to ensure that you take care when handling these Products and that you follow the manufacturer's safety and usage instructions. Sharp Edge does not accept liability for the damage to property or for personal injury or death due to the use and/or misuse of its Products.

While every precaution is taken during its development, Sharp Edge does not guarantee that the Website is free from malicious code such as viruses, worms and Trojan horses.

Sharp Edge does not accept responsibility for any loss or damage due to the use or inability to use the Website;

Except for the legal responsibility to ensure safe payment systems as required by the Electronic Communications and Transactions Act, Sharp Edge does not accept direct or indirect liability for damage that might arise out of the use of the Website, the content or services to which the Website User subscribed.

Sharp Edge is not liable for content in websites to which this Website links.

You must use discretion before taking any action based on the information, ideas and opinions expressed on this Website.

Sharp Edge has not customised the Website to suit your individual requirements and you must ensure that you use appropriate hardware and software to access this Website.

Sharp Edge does not accept liability for any submissions made by its employees in email communications that caused damage to you or Third Parties.

Sharp Edge provides the Website “as is” and Sharp Edge makes no warranty as to its use, availability or performance.

Sharp Edge does not guarantee that the Website is error-free as some descriptions and/or prices stated on the website may accidentally have been stated incorrectly.

Products offered for sale on the Website contain descriptions that are provided directly by the manufacturer or distributor of such Product. Sharp Edge does not represent or warrant that the description of such items is accurate or complete.

In case a court of law finds Sharp Edge liable for direct and/or indirect damage suffered, the damage shall be limited to the fees paid for any Website Service or R5 000 whichever is the lesser.

2. Restrictions

No person under the age of 18 years may purchase products from Sharp Edge. However, since it is impossible for Sharp Edge to screen its online customers, it may happen that dangerous Products are sent to children and consequently, Sharp Edge does not accept liability for any damage to property or personal injury due to children using these Products. Parents of children under 18 years indemnify Sharp Edge against any such damage or injury. It may also happen that Sharp Edge collects Personal Information of children under 18 years. If this should happen, Sharp Edge undertakes to destroy such Personal Information upon its discovery.

Sharp Edge has licenses to sell products to Southern Africa. If your order is to be dispatched outside this area, please contact Sharp Edge through its contact form.

3. Grant of Rights

You agree to be bound by this Website’s terms and conditions.

This Website provides you with information regarding Sharp Edge and its Products.

You may browse, view, copy and download content from the Website when searching for products but you may not use this content for commercial purposes.

You may search for products, complete the sales process, communicate with Sharp Edge through the Website, rate Products and leave comments on this Website.

You have the right to review and correct the Personal Information that you have submitted to the Website when creating your Account.

You may participate in discussions on relevant topics on the Website's discussion forums.

4. Prohibitions

You must NOT do the following:

- copy, reverse engineer, modify or damage the Website or any of its content;
- rent, lease, sublicense, assign, or transfer your rights to use this Website;
- intentionally use a device or software application to overcome the security measures that protect the Website. Doing this constitutes a criminal offence in terms of section 86 of the Electronic Communications and Transactions Act 25 of 2002.
- in any way frame or mirror any page of this Website without first getting the written approval of Sharp Edge. Framing and mirroring amounts to copyright infringement.
- hot link to this Website. This means linking to a file on this Website and have it display on another, unrelated website. Such action amounts to bandwidth theft and copyright infringement and will not be tolerated.
- use non-malicious search technology, like "web spiders" or "web-crawlers" to gain information from this website if such technology will slow down this website's server, or if it will infringe the copyright of any data and information in this Website.
- deliver any malicious code such as viruses, worms or Trojan horses to this Website.
- Use the Website if under the age of 18.
- share your username and password with Third Parties. You are solely responsible for the actions being done with your username and password.
- use defamatory, harassing, untrue or otherwise hurtful language when leaving comments or on the discussion forums. Failure to respect this, will result in suspension of your right to use the Website.
- misrepresent who you are when ordering products.

5. Ratings, Reviews and Comments

You may rate Products listed on this Website and leave any comments that may be useful to other customers to help them make wise buying choices. However, Sharp Edge reserves the right to remove reviews if required by law if they contain any of the following:

- Spiteful remarks;
- Distasteful and/or defamatory content;
- Profanity;
- Advertisements or promotional material for competing products;
- Any contact details like email and physical addresses;
- Links to other websites;
- Comments on other reviews (as some may be deleted in future)
- Off-topic information such as feedback on your experiences with Sharp Edge

6. Complaints and Disputes

A Party may complain to Sharp Edge about:

- Receiving incorrect Products;
- Not receiving refunds;
- The service you received from Sharp Edge.

Sharp Edge undertakes to resolve disputes internally as far as practically possible. You may lay your complaint by emailing the Customer Relations Department at email address: Sharp Edge (@) netactive. co. za.

7. Intellectual Property Rights

The structure, organisation and content of the Website are protected by law, including without limitation the copyright laws of the Republic of South Africa and by international treaty provisions.

Sharp Edge either owns or has been licensed to use the copyrights and trademarks in this Website. This Agreement does not grant you any intellectual property rights in the Website and trademarks. Sharp Edge reserves all rights not expressly granted.

Whenever you upload content to this Website, you grant Sharp Edge a non-exclusive right to store and display such content.

You may not make a copy of this Website or reverse engineer the software application.

Breach of this clause is a criminal offence in terms of Section 27 of the Copyright Act 98 of 1978.

8. Contract Formation between Sharp Edge and You

By using the Website, You are bound by these Website Terms and Conditions.

A binding sales agreement between Sharp Edge and you comes into force when:

- You have registered an Account on the Website by completing and submitting the electronic registration form and/or when you have opted for a quick check out; and
- You have completed the billing and shipping address information; and
- you have placed an order for selected Products and thereby made an offer to purchase them from Sharp Edge; and
- you have made payment to Sharp Edge; and
- Sharp Edge has notified you that it has accepted your offer and that it will dispatch the order.

If you have placed an order, it is deemed that you have made an offer to purchase to Sharp Edge who in its sole discretion may accept or decline the offer. Taking payment from you via credit card or EFT does not indicate acceptance of the offer to purchase and Sharp Edge will immediately refund you in case your offer has been declined. The autoresponse sent to you after you have placed an order does not constitute an acceptance of your order.

If you have opted to pay via EFT, your payment must reflect in their account within 3 business days failing which, the provisional order will lapse. In this case, you will have to order the Product again and at the price stated on the Website at that time. Sharp

Edge does not accept liability for any price increases that may have happened in the meantime.

9. Changing or Cancelling Order

If you would like to cancel an order before it has been sent, you must send an urgent email to: Sharp Edge (@) netactive. co. za and request the whole or part of the order to be cancelled. Sharp Edge will then refund your money.

If you cancelled the order after Sharp Edge has dispatched it, you may still return the Product according to our Returns and Refund Policy

10. Returns and Refund Policy

If you would like to return a product because it differs from the one that you have ordered, or is defective, or you have buyer's remorse, or the Product does not meet with your expectations, contact the Customer Relations Department within 7 business days at email address: Sharp Edge (@) netactive. co. za and follow this procedure:

- Quote your order number in the email and state the reason for wanting to return the product;
- Wait for an email from Sharp Edge with a "Goods Return Number" which gives you permission to send back the Product;
- When you have received this email, you must quote this number on a separate piece of paper and send the Product by mail, courier or hand delivery to Sharp Edge in its original packaging that must not be damaged or destroyed and so that it is resalable.
- If you will be sending the Product via mail or courier, you must securely wrap the Product to protect it against theft and damage. You must insure the parcel for the full retail value of the Product(s).

In case of an Incorrect Product:

- Upon receipt of the Product(s), Sharp Edge will inspect the Product and its packaging and if it is resalable, Sharp Edge will notify you and send you the correct Product.

In case the Product is Defective:

- Upon receipt of the Product(s), Sharp Edge will inspect the Product and depending on the warranty of the Product, Sharp Edge will notify you and in its discretion either send you a replacement Product or pass a refund including the shipping costs.

In case you want to rely on Cooling Off:

- Upon receipt of the Product(s), Sharp Edge will inspect the Product and depending on the warranty of the Product, Sharp Edge will notify you and in its discretion, pass a refund within a maximum of 30 days. The costs of sending the Product back to Sharp Edge are for your account.

In case the Products do not Meet with your Expectations

- Upon receipt of the Product(s), Sharp Edge will inspect the Product and depending on the warranty of the Product, Sharp Edge will notify you and in its discretion, pass a refund within a maximum of 30 days. The costs of sending the Product back to Sharp Edge are for your account.

If you have returned a Product that has clearly been used or abused, or if the packaging has been damaged, Sharp Edge may refuse to pass a refund and it will notify you to collect the Product.

11. Delivery Charges and Passing of Risk

Delivery charges are calculated automatically by the Website. However, calculation errors may occur and Sharp Edge may notify you of such and either pass a refund or require an additional charge to cover the delivery.

For orders containing small items, Sharp Edge uses Speed Services Couriers and for larger items, it uses couriers. All items will be insured.

Once the Products have reached your Shipping Address, the risk passes to you for any loss or damage to the Products.

12. Privacy Policy of this Website

Sharp Edge Collects of Personal Information for the following reasons:

- Provide customer service,
- Send special offers or notify web users of special promotions,
- Keep record of transactions,
- Improve our products and services,
- Customise the website according to our customer's interests e.g. through the use of cookies,
- Comply with legal, regulatory and corporate governance obligations and good practice,
- Manage our operations such as recording transactions, training and quality control,
- Prevent unauthorised access and modifications to systems and
- Analyse purchasing preferences and improving services.

Types of Personal Information Collected:

- Personal Information that Sharp Edge gathers about you may include:
- Name,
- Address,
- Telephone number,
- Email address and
- Language

From Whom Does Sharp Edge Collect Personal Information?

Sharp Edge collects the personal information directly from you.

Sharp Edge may also collect your personal information from public sources e.g. from public records, websites, Facebook or other ways in which you have made it public.

When you use the Website, Sharp Edge may gather information about you through Internet access logs, cookies and other technical means. 'Cookies' are text files placed on your computer to collect Internet log information and user behaviour information. These are used to track website usage and monitor website activity and for other data processing reasons set out below.

Some of the cookies Sharp Edge uses are essential for parts of the Website to operate and have already been set. You may delete and block all cookies from this site, but parts of the Website will not work.

Is the supply of the Personal Information voluntary or mandatory?

The supply of Personal Information is voluntary but if it is not supplied, Sharp Edge cannot send you newsletters and you will not be able to place or receive orders.

The Website collects your Internet usage information automatically when you visit it.

What laws require/authorise Sharp Edge to collect Personal Information?

- Consumer Protection Act; and
- Electronic Communications and Transactions Act

Sharp Edge intends to transfer the Personal Information to a foreign country:

- Hosting the website overseas,
- Storing of data captured through our online forms which are hosted overseas and
- Processing payments through international payment gateway

Disclosures and exchange of information

Sharp Edge may exchange and disclose the Personal Information under its care within its group of companies as well as law enforcement agencies and regulatory bodies.

Your right to request Sharp Edge access to the Personal Information held and to require it to rectify inaccurate Personal Information

You may at any time request Sharp Edge to confirm what Personal Information it holds about you by following the procedure as set out in its Promotion of Access to Information Act Manual. If the Personal Information is inaccurate, you may request Sharp Edge to rectify it.

Your right to lodge a complaint with the Information Regulator

If you feel that Sharp Edge has interfered with the protection of your Personal Information, you may lodge a complaint with the Information Officer of Sharp Edge who will liaise with you to resolve your dispute.

You may also lodge a complaint with the Information Regulator.

13.Changes to Website

Sharp Edge reserves the right to amend any information of its Website Services on this Website and these terms and conditions in its sole discretion, without notice.

You must acquaint yourself with any such amendments.

Product prices are always subject to change without notice. The price for the Product you wish to order is fixed at the time of purchase. It is possible that the price may increase or decrease between the time you added a Product to your shopping cart and the time that you made the purchase. We always verify prices as part of our shipping process. If a Product has been listed at an incorrect price, we reserve the right to refuse or cancel your order for that Product. In that case we will contact you with the option of paying the correct amount or offer a refund.

14. Electronic Communication

You accept that Sharp Edge may communicate with you through the use of email relating to the use of the Website Services such as sending notifications of special promotions or new product launches. You may elect not to receive electronic marketing messages from us. When Sharp Edge sends an email to you, it is deemed that you have received it when you are capable of downloading the email.

When You send an email to Sharp Edge, it is deemed to have been received when Sharp Edge replies to the message.

You agree that all electronic agreements, notices, disclosures and other communications between Sharp Edge and Website User, satisfy any legal requirement that such communications be in writing.

How payment will be made and received

Sharp Edge accepts Electronic Fund Transfer or credit card payments through Virtual Card Services.

15. Account Activation and Suspension

Upon registration of an Account, you:

- Must choose a username and password;
- Must maintain the confidentiality of the username and password;
- Must report unauthorised use or suspected compromise of the username and/or password to Sharp Edge;

- Accept responsibility for all actions carried out with your username and password. Sharp Edge and other Website Users may assume that any actions carried out were done with your authorisation;
- Are responsible for all submissions made;

The contract between you and Sharp Edge terminates when you request deletion of the Account from the Website.

If Sharp Edge suspects fraudulent or other criminal activity on your part while using the Website or in case of breach of these terms, or if the conduct in any way negatively affects the rights and interests of Sharp Edge, it may in its sole discretion temporarily suspend or terminate your access to the Website. In such circumstances, Sharp Edge will send you a suspension notice unless in its sole discretion it deems that such notice will lead to further damage and violation.

Sharp Edge reserves the right to institute criminal action against you for any illegal use of the Website.

16. Disclosures Required by Section 43 of the Electronic Communications and Transactions Act No 25 of 2002

Full name and legal status of the Website Owner: Sharp Edge On-line

Website address and email address: www.Sharp Edge.co.za; sales @ Sharp Edge.co.za (please note that in order to prevent spam, we have inserted extra spaces before and after the “@” sign. When communicating with Sharp Edge, please delete those spaces from the email address or use our online form)

Physical address and telephone number where services are rendered: 33 Darwin Avenue cnr Aintree, Savoy Estate, Johannesburg. Tel: 011 786 4834.

Postal Address: P O Box 784249, Sandton, 2146

Membership of any self-regulatory or accreditation bodies to which the Website Owner subscribes and its contact details: Not applicable.

Any code of conduct to which the Website subscribes: Not applicable.

Registration number, names directors and the place of registration of the Website Owner: 1982/005884/07. Stanley E Gordon and David Gordon

Description of the main characteristics of the services offered by the supplier:

Sharp Edge sells a wide variety of knives, air rifles, tactical equipment and accessories as is clearly set out in the Website

The minimum duration of the agreement: Indefinitely or until cancelled by you or Sharp Edge. If you have bought products without registering an Account, the agreement is ad-hoc.

Manner of payment: Sharp Edge accepts Electronic Fund Transfers and payments through credit card. All credit card transactions are done through the Virtual Card Services

Time within which services will be rendered: Unless otherwise agreed, the Products will be sent when the payment reflects in Sharp Edge's bank account.

Record of the Transaction: Sharp Edge will send you a record of any transactions along with your purchase and it will be available to view in your Account;

Physical Address where Sharp Edge will accept legal service of documents: 33 Darwin Avenue, Cnr Aintree, Savoy Estate, Johannesburg, 2090

17. Governing Law

The Laws of the Republic of South Africa governs the interpretation and validity of this Agreement.

18. Interpretation and Definitions clause

“**Account**” means the Sharp Edge Account opened when you registered to use the Website or bought Products and includes all details submitted by you to the Website such as Personal Information;

“**Intellectual Property**” refers to any copyrights, moral rights, goodwill, trade marks, trade secrets or similar intellectual property rights;

“**Party/Parties**” refers to either Sharp Edge or the Website User;

“**Personal Information**” refers to the Personal Information that you submit to the Website while using the Website. It may include the following:

- information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, conscience, belief, culture and language of the individual;

- information relating to the education or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- any identifying number, symbol or other particular assigned to the individual;
- the address of the individual;
- the personal opinions, views or preferences of the individual, except where they are about another individual;
- correspondence sent by the individual that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the name of the individual where it appears with other Personal Information relating to the individual or where the disclosure of the name itself would reveal information about the individual, but excludes information about an individual who has been dead for more than 20 years.

“**Products**” refer to all items listed for sale on the Website;

“**Sharp Edge**” refers to Sharp Edge Sharp Shooter CC;

“**Third Parties**” refer to people other than you or Sharp Edge;

“**Website**” refers to the official website address: www.Sharp Edge.co.za

“**Website User**” means the person or entity accessing this website.