

Introduction

KMQ Promotions is a trade only supplier and all our customers are required to register either directly on our website or obtain the relevant documents from our accounts office

Legally binding contract

These Terms and Conditions shall apply to all transactions between KMQ Promotions (The Seller) and the customer, the customers' agent/representative/employee (The Customer).

By registering as a new customer and/or by using this website at all and/or by entering in any and all transactions with The Seller, you confirm that you, The Customer have read, understood and agree to be bound by these Terms and Conditions. The Customer warrants that all information and details provided to The Seller either in the registration process or other are true and complete and The Customer warrants that you are legally entitled to purchase the products for The Customer. Should there be any clause in these Terms and Conditions that you do not understand, the onus is on you to ask The Seller to explain the relevant clause to you. These Terms and Conditions supersede any and all other terms and conditions appearing partially or in full on any other products and documents.

Products, Price and availability

Every reasonable effort is made to ensure that the content of this website is accurate, current stock quantities and pricing of all items are both correct at the time of your purchase, enquiry and /or order. If however the products offered at an erroneous price and/or quantity The Seller shall not be obliged to supply the said product at the incorrect price nor be held liable for inaccurate quantities presented, errors and omissions resulting in losses or damages

The actual colours of products and sizes may vary slightly from displayed items on this website or represented in our catalogue. The Seller reserves the right to advertise and display any products as well as products with limited quantities not necessarily part of our product range

Displayed stock quantities may be invoiced out at any time and may change within minutes of viewing a particular item. The Customer can therefore verify stock levels with your account manager at any time.

Backpacks advertised on the KMQ website and catalogue are not intended to be used as school bags, Cooler bags are not intended to keep loose pieces of ice. The Seller does not warrant that the goods sold to The Customer shall be suitable for the anticipated purpose.

Under no circumstances will any stock items be reserved

All the prices shown on The Seller's website are exclusive of VAT

Ordering of Goods

All orders from The Customer will be processed by the Seller in order of receipt

Orders may be placed by The Customer either by fax, email or directly on The Seller's website. Once accepted by The Seller, no variations thereof may be made by The Customer without obtaining written consent of The Seller. The Customer shall be liable for a handling fee at the discretion of The Seller

With reference to The Seller's Returns Policy, samples may be purchased and returned within 15 working days, in their original packaging and original condition for credit or refund accompanied by the original invoice before the credit will be processed. The Seller reserves the right to cancel a purchase order and or invoice if and when The Customer is in default of this agreement and / or if outstanding invoices are overdue/unpaid.

Printing Orders And Branded Items

Vector artwork is the preferred format at no additional cost.

For all other formats redrawing fees will apply which includes 3 changes, further changes will be chargeable.

Same fees can be amended from time to time.

The Seller shall not be held liable for any errors in sizing, colour, logo's, spelling, quantities or any other errors and omissions whatsoever once the artwork is approved. A setup fee is chargeable on all branding orders

Cancelled branding layouts which have been created will be charged for
Branding turn-around times can be confirmed with your account manager

Whilst every effort has been made to fulfil all orders correctly, should you take our goods to an external branding company, we ask that you check all items received BEFORE they get branded as The Seller will not accept returns on any supplied items which have already been branded regardless of who is at fault

No items branded by a third party will under any circumstances be returnable.

Returns and Refund Policy

The Seller reserves the right to refuse to accept the return of goods no longer required or ordered in error.

The Seller may do so at its own discretion.

The Customer shall be held liable for a handling fee.

In the event of any goods delivered being defective and The Seller accepts that this is so then such goods shall be returned to the Seller within 30 days of such acceptance. The seller shall in its discretion be entitled to either replace or give The Customer credit. If the goods are not returned to the seller within the prescribed period, replacements or credits shall be at the Seller's discretion, as well as additional handling fees.

Samples returned are to be accompanied by the original tax invoice for refunds to be processed

No branded items by third parties / externally branded items will under no circumstances be returnable.

Refunds may take up to 10 working days to be processed and refunded

Payment and Refunds

Account customers shall pay strictly 30 days net from statement date. For all COD basis customers the following shall apply:

Payment for all goods sold by The Seller to The Customer shall be effected in the following manner and subject to the terms set out as follows:

Payments for all goods ordered by The Customer from the Seller shall be effected within 3 days from acceptance of the order, failing which, no deliveries will be affected by the Seller and the seller shall be entitled to defer delivery and / or to cancel the sale without prejudice to its claim for damages

- Electronic fund transfers (internet Banking) – goods will only be released once payment reflects in the Seller's bank account
- Cheque deposits – goods will only be released once the cheque is cleared in the Seller's bank account which can take up to 10 working days
- Cash deposits – goods will only be released the day after the cash deposit was made
- ATM Deposit – goods will only be released the day after the ATM deposit was made
- Cash payments – The seller accepts cash payments for samples only for security reasons

Refunds take up to 10 working days, correct procedures need to be followed as per The Seller's Returns Policy

Delivery

Should The Customer fail to object in writing within 7 (seven) days of receipt of the goods, it will be presumed that the correct goods have been delivered and that same are in good condition. It will be the responsibility of The Customer upon taking delivery of the goods to check same as to the quantity and condition and should The Customer engage a transporter to fetch the goods, the transporter will, as agent of The Customer, be responsible to check the quantity and condition on behalf of The Customer. No Claim of whatsoever nature shall be of any force against the Seller for any goods lost or damaged in transit. The Seller will not be held responsible for the completion of transport / courier documents.

Should the Customer notify after 7 (seven) days of receipt of the goods of any defects or incorrect items received the Customer shall be liable for a handling fee at the seller's discretion

Ownership of all goods delivered/sold by The Seller to The Customer shall remain vested in The Seller until such goods are paid for in full Risk in the goods sold will pass to the customer upon collection or delivery.

Copyright and other intellectual property

Any and all copyright relating to the website including these Terms and Conditions is held by The Seller. All rights not expressly given are reserved. 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 the Seller: KMQ Promotions.

PRIVACY

The owners of this site adhere to a strict privacy policy for the protection of our users.

We guarantee that personal information provided by the user will be employed solely for the purpose of providing any service that the user has requested.

We further assure you that no user data, personal or otherwise, will ever be passed to external agencies or third parties for any reason whatsoever.

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Please note that this site advertises on third party sites through Google AdWords, and Google may use cookies to serve ads based on your visit to this site.

You may opt out of seeing ads for this site by visiting the [Google advertising opt-out page](#)..

In addition this site uses Google Analytics to monitor website activity. For more information on how Google collects and processes data please see [How Google Uses Data When You Use Partner Sites Or Apps](#)

Security

The Customer agrees and warrants that your user name and password shall be used for The Customer's use only and shall not be disclosed to any third party. The Customer agrees that the seller shall be entitled, at all times, to take all reasonable steps to ensure the integrity and security of the Site, including associated applications.

The content contained on the Site may be used by The Customer for its own use and purposes only. In using the Site you warrant that you shall not infect it with any computer programming such as a virus that may damage, interfere with, delay or intercept any data or information on the Site and The Customer hereby indemnifies The Seller for any damage caused by any act attributable to The Customer. Any person that delivers or attempts to deliver any damaging code to this Site or attempt to gain unauthorised access to any page shall be prosecuted.

General Terms and Conditions

No amendments alterations, addition, variation shall be of any force unless reduced to writing and signed by both parties. The seller may at its own discretion, change and/or amend these Terms and Conditions or any part thereof, which will take effect immediately on posting of any amendments on the site. You shall be deemed to have accepted any changed terms and conditions should you continue to use the site.

The SELLER shall not be liable for any claim for loss or damages whatsoever, including consequential damages, however arising, whether as a result of breach of contract or arising in defect or whether as a result of any act of omission or negligence on the part of the SELLER, its agents or servants.

The SELLER does not warrant that the goods sold by them to The Customer shall be suitable for the purposes contemplated. The Customer chooses domicilium citandi et executandi as its address as stated in its order.

The Customer undertakes to keep all price lists confidential and agrees and guarantees that the username and password you use to log in is for your use only and will not be passed on to any third party.

These Terms and Conditions constitutes the whole agreement between The Seller and The Customer relating to the subject matter hereof. Any indulgence or extension of time granted by the Seller to The Customer shall not be construed as a waiver of variation of any of our rights or remedies.

If any provision in these Terms and Conditions is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms. Notwithstanding any other provisions contained herein, in the event that The Seller would be liable to the Customer for damages, such claim shall not exceed at any time the value of the invoice of such goods purchased.

In terms of Section 45 of the Magistrate's Court Act No32 of 1944, The Customer consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction in respect of any action to be instituted against The Customer by The Seller in terms hereof irrespective of the amount of any claim. It shall nevertheless be entirely within the discretion of the Seller as to whether to proceed against The Customer in such Magistrate's Court or any other court having jurisdiction.

The Customer shall be liable for all legal costs incurred by the SELLER in enforcing its right in terms hereof on the Attorney and Client scale

The Seller chooses its domicilium Citandi et Executandi for all purposes under this agreement:

1 Cosmic Street
Linbro Business Park
Sandton
2065