

## **1. TERMS AND CONDITIONS OF USE**

- 1.1 Thank you for using Cricketstuff.co.za (the "Site"). These terms of service ("Terms") cover your use and access to the products, services, software, platform and websites (collectively "Services") provided by CRICKETSTUFF (PTY) LTD.
- 1.2 By using our Services, you agree to be bound by these Terms as well as our Privacy and Returns Policy.
- 1.3 If you are using our Services as the employee or agent of an organisation, you are agreeing to these Terms on behalf of that organization.
- 1.4 By using this website you confirm that you are eighteen years or older and therefore able to contract with CRICKETSTUFF (PTY) LTD.
- 1.5 By using this site you agree and acknowledge that by using the Service you are accepting a benefit that cannot be discharged or transferred to or by a third party.
- 1.6 These terms and conditions become effective when you access the Site for the first time and constitute a binding agreement between CRICKETSTUFF (PTY) LTD and the User. The current terms and conditions will govern our respective rights and obligations each time you access this site.
- 1.7 Your continued use of the Services and Site will signify your acceptance of the changes. If you do not accept the changes your sole and exclusive remedy is to discontinue using the Site. The latest Terms will be posted on the Site and you should always review them prior to using the Site.

## **2. DEFINITIONS**

- 2.1 The words "User", "you" and "your" refer to the individual or entity that creates an account as a Customer.
- 2.2 The words "we", "us" and "our" refers to CRICKETSTUFF (PTY) LTD.
- 2.3 "Customer" refers to the person who asks a question on the Site.
- 2.4 "Expert" refers to the person who answers a question on the Site.

## **3. OVERVIEW AND ELECTRONIC COMMUNICATION**

- 3.1 All information on our website is intended as general information about the products and services as displayed on the website.
- 3.2 You are encouraged to read the below terms and conditions of use together with the privacy policy.
- 3.3 Any reference to or use of a product, service or process of a third party does not imply recommendation, approval or affiliation of the product, service or process by CRICKETSTUFF (PTY) LTD.
- 3.4 When you visit the Site or send emails, you are communicating with us electronically. You therefore consent to receive communication from us electronically. We will communicate with you by e-mail or posting notices on the Site.
- 3.5 You agree that all notices, agreements, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.
- 3.6 You agree to provide us with, and maintain in your account profile with us, your current and active email address as well as current physical address.

#### **4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

- 4.1 You may be required to provide certain information about yourself including but not limited to, your name, contact numbers, and email address as well.
- 4.2 You need to ensure that the information provided is correct, complete and not misleading.
- 4.3 It is the responsibility of the customer to ensure the correct sizes and models is ordered, CRICKETSTUFF (PTY) LTD, do not take responsibility for the wrong sizes ordered. In a case where the wrong size or model is ordered, we will go to the extent of replacing the product according to stock availability. It is then the responsibility of the customer to send us back the wrong size at their own cost and the customer is also responsible for the delivery and any differences in the price if there should be the replacement product.

## **5 MISSING OR DAMAGED/DEFECTIVE ITEMS**

- 5.1 It is the customer's responsibility to notify the Company of missing, damaged, or defective items within 3 (three) days of delivery. A claim will be made with the mail carrier and/or manufacturer and replacement items will be generated at the discretion of the Company.
- 5.2 Additional insurance through the Company may be available for the Customer to purchase which will supersede this section.

### **5.3 Bat Breakages:**

5.3.1. Every situation with a bat breakage is different. We reserve the right to make our own assessment. In some cases, we fully replace the bat. In other cases, we repair the breakage. We will take responsibility for repairing or replacing the bat after assessing the breakage according to our own judgment. The customer will be informed of our decision as soon as possible. Please note, there is no supplier that covers "toe" or "yorker" damage, therefore we will not be held accountable for "toe" or "yorker" damage on a bat. It is the customer's responsibility to give us a detailed description and proof of the cause of breakage before we will consider repair or replace. CRICKETSTUFF (PTY) LTD, does not pay for the sending back costs of breakages, but we will pay to deliver new replacement or repaired bats.

### **5.4. Ball Breakage:**

5.4.1. Balls are ordered by the customer's discretion only, no balls will be replaced or repaired once purchased. It is the customer's responsibility to research quality of balls. We, however, guarantee that you the customer will receive a true representation of the balls ordered.

## **6 BAT PREPARATION**

- 6.1. Knocking in: Our knocking in service offers you the option to let us knock in your bat. We do not make use of machine knock-ins. Our knocking in entails a manual knocking in of no less than 7000 (seven thousand) shots all across the bat to ensure all areas of the bat is knocked in. We do not take responsibility for any problems with a bat that may arise because of this service when the bat is already delivered.

## **7 OILING THE BAT**

- 7.1. Our oiling service is done by professional bat servicers and we do not take responsibility for any problems with a bat that may arise because of this service when the bat is already delivered.

## **8 AVAILABILITY OF PRODUCTS AND SERVICES**

- 8.1 Unless otherwise stated, the services and products featured on this website are available to Customers within South Africa, its territories and international countries. The Customer is solely responsible for evaluating the fitness for a particular purpose of any purchase made through this website. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## **9 PRIVACY AND SECURITY**

- 9.1 CRICKETSTUFF (PTY) LTD receives various types of information from the Users who access the Website.
- 9.2 While CRICKETSTUFF (PTY) LTD will make every effort to protect any information received by it, it is possible for internet based communication to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be ensured nor guaranteed.
- 9.3 CRICKETSTUFF (PTY) LTD will not be held responsible for any damages the User or any third party may suffer as a result of transmission of confidential or personal information that the User submits to us through the internet, or for the information that the User expressly or implicitly authorises CRICKETSTUFF (PTY) LTD to receive, or for any changes, or errors made to any transmitted information.

9.4 Communications on this Site is not confidential and shall not be the subject of any privileges.

9.5 Please see Privacy Policy for more detailed terms and conditions.

## **10 POSTS AND CONFIDENTIALITY**

10.1 The Site is internet based. Information and materials submitted in the content is not private, nor is protected by any privilege, and it may be read, collected, and used by others.

## **11 USER ACCOUNTS**

11.1 When you register as a User on the Site, you can establish a user name and password for access to your online account.

11.2 You are responsible for maintaining the confidentiality of your user name, password and account data, and that you may not share this information or your account with anyone else, and you will be solely responsible for all acts or omissions that occur under your account.

11.3 You will immediately notify CRICKETSTUFF (PTY) LTD of any unauthorised use of your password or account.

11.4 We advise that you only create one account on the Site.

11.5 If your account has been suspended or terminated, you may not open another account on the Site.

11.6 You agree to keep your contact and billing information (including but not limited to email address) up-to-date, and to comply with all billing procedures, including providing and maintaining accurate and lawful billing information for active CRICKETSTUFF (PTY) LTD accounts.

- 11.7 Our store makes use of a secure payment gateway where you can purchase using the supported methods.
- 11.8 You agree that any content you provide on the Site and your use of our Site shall not:
- 9.1.1 be fraudulent, inaccurate or misleading;
  - 9.1.2 Infringe any third party's proprietary rights;
  - 9.1.3 be illegal or violate any state or local law, statute, ordinance, regulation or ethical code;
  - 9.1.4 have the aim of competing with CRICKETSTUFF (PTY) LTD;
  - 9.1.5 be defamatory, unlawfully threatening or unlawfully harassing;
  - 9.1.6 be obscene or contain child pornography or, if otherwise adult in nature or harmful to minors, but without containing child pornography;
  - 9.17 contain any viruses, Trojan horses, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
  - 9.18 Create liability for us or cause us to lose (in whole or part) the services of our Experts or other suppliers.

## **12 PAYMENT**

- 12.1 We strive to deliver all orders to you the customer within 3-5 working days. We use the best available courier services, all orders below **R2500.00** (Two Thousand and Five Hundred Rand) has a fee of **R120.00** (One hundred and Twenty Rand) per order. All orders above R2500.00 (Two Thousand and Five Hundred Rand) qualifies for free delivery.
- 12.2 We accept major Credit/Debit Cards, EFT transactions, and OZOW. Our Terms are payment in full at the time of purchase. There is no credit extended from the Company to the Customer. All goods remain the property of the Company until paid for in full. However, we reserve the right to seek recovery of any monies remaining unpaid from the date of invoice via Collection Agencies and/or through the Small Claims Court. In

such circumstances, you shall be liable for any and all additional administrative and legal costs.

12.3 Consequently, all pending transactions and agreements entered into by Customer with the Company will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

### **13 RETURNS**

11.1. It is the responsibility of CRICKETSTUFF (PTY) LTD, to make sure you the customer has an enjoyable experience using our online shop, however, sometimes products need to be returned. All returns should accompany the original invoice with a written affidavit that explains why the product needs to be returned. Please send all products for return to:

73 Cuckoo Ave, Ninapark, Pretoria, 0182

11.2. The customer returns products at their own responsibility and risk. We reserve the right to exchange the product with the same product or another with similar value. Goods will be returned with condition that the product should be in original packaging undamaged and unused. When a refund to the returned product is used we will transfer the refund within 30 (thirty) days of purchase via EFT to a bank account supplied to us by you the customer.

### **14 SUSPENSION OR TERMINATION OF SERVICES**

14.1 You may terminate your service and account at your sole discretion and at any time by a full month's written notice via email to [info@cricketstuff.co.za](mailto:info@cricketstuff.co.za).

14.2 Terminations will typically be effective within a full month after our receipt of your termination notice, at which time your account will be closed and you will no longer enjoy access to your former account.

14.3 Any fees accrued as of the effective date of termination will be payable according to the Terms.

14.4 At any time, with or without notice, for any or no reason, CRICKETSTUFF (PTY) LTD reserves the right to refuse service to anyone, to modify and discontinue any portion or all of the Services, and to restrict, suspend or terminate a User's account.

### **15 CANCELLATIONS AND MODIFICATIONS OF ORDERS**

15.1 As orders are usually fulfilled within a few hours after being placed, we do not guarantee the ability to cancel or modify orders prior to fulfilment. If an order has not yet started the fulfilments process, we will gladly process cancellation or modification requests.

15.2 If an order is already fulfilled, the Customer may submit a return request. If the return request is approved by the Company (see section Return Policy), return shipping costs and any associated fees will be the sole responsibility of the Customer. Upon receipt of the order and confirmed through visual inspection that all items meet the above-described standards, a full refund minus shipping charges will be issued.

## **16 INTELLECTUAL PROPERTY RIGHTS**

16.1 All elements of the Website, including but not limited to the images, text, databases, icon, hyperlinks, software, private information, photographs, graphics, illustrations, artwork, design, names, logos and trademarks (collectively, the "Content"), are protected by copyright, trademark, design and other South African and international laws relating to intellectual property.

16.2 The User may access, download, view and print content from the Website for private and non-commercial purposes. No portion or element of the Website or the Content contained thereon may be reproduced or transmitted via any means.

16.3 The Website, its Content and all related rights shall remain the exclusive property of CRICKETSTUFF (PTY) LTD.

16.4 Any email addresses, names, telephone numbers and fax numbers appearing on the Website may not be incorporated by any third party into any database or used for any marketing or other purposes whatsoever.

16.5 The trademarks, names, logos, and service marks (collectively "Trademarks") displayed on the Website are the registered and unregistered Trademarks of CRICKETSTUFF (PTY) LTD. Nothing on the Website should be construed as granting any license or right to use any Trademarks without the written permission of CRICKETSTUFF (PTY) LTD.



16.6 Except as specified in these terms and conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property rights in or to the Content and Trademarks.

16.7 All rights in and to the Content and Trademark is reserved and retained by CRICKETSTUFF (PTY) LTD.

## **17 DISCLAIMER AND LIMITED LIABILITY**

17.1 The User undertakes to, at their own convenience and discretion, review and acquaints themselves with necessary documents and/or terms.

17.2 External links may be provided for your convenience, but they are beyond the control of CRICKETSTUFF (PTY) LTD, and no representation is made as to their content. Use of reliance on any external links provided is at the User's own risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to the Website without the express prior written permission of CRICKETSTUFF (PTY) LTD.

17.3 No warranty, whether express or implied, is given that any files, downloads, or applications available via the Website is free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of the User's computer, database, network or other information system.

17.4 The quotes presented, are based on limited information, provided by you on the electronic e-quote form. The quotes are therefore only illustrative and not a binding offer.

17.5 Quotes are subject to change, based on further consideration or more comprehensive information that the Customer submits to the Expert.

17.6 Although CRICKETSTUFF (PTY) LTD has taken reasonable care to ensure that the Content on the Website is accurate and that the User will not suffer loss or damage as a result of the use of the Website, use of the Website is entirely at the User's own risk. The User assumes full responsibility for any loss or damage resulting from their use of the Website and their reliance on any of the Content or any part/s thereof, contained on the Website.

17.7 CRICKETSTUFF (PTY) LTD makes no warranty or representation as to the availability, accuracy or completeness of the Content, which may include typographical errors.

17.8 Neither CRICKETSTUFF (PTY) LTD nor any affiliate or subsidiary of CRICKETSTUFF (PTY) LTD shall be held liable for any direct or indirect, special, consequential or other damage of any kind whatsoever suffered, or incurred, relating to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if CRICKETSTUFF (PTY) LTD was expressly advise of this.

## **18 INDEMNITY**

18.1 The User unconditionally and irrevocably indemnifies and holds CRICKETSTUFF (PTY) LTD harmless against all and any loss, liability, actions, lawsuits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay of performance of the services offered on the Website, the use of the services offered on the Website, the Content available on the Website or any other matter, directly, or indirectly, related to the User's use of the Website, whether due to CRICKETSTUFF (PTY) LTD's negligence or not.

## **19 TERRITORIAL JURISDICTION**

19.1 This Website is controlled, operated and administered by CRICKETSTUFF (PTY) LTD from its offices within the Republic of South Africa.

19.2 CRICKETSTUFF (PTY) LTD makes no representation that the Content is appropriate or available for use in any other location/s or countries.

19.3 Access to the Website from territories or countries where the Content is illegal is prohibited.

19.4 The User may not use this Website in violation of South African export laws and regulations.

19.5 If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws.

19.6 These terms and conditions shall be governed by the laws of the Republic of South Africa and the User consents to the jurisdiction of the Magistrate Court.

## **20 GENERAL**

20.1 The headings of the clauses in the terms and conditions are provided for convenience and ease of reference and will not be used to interpret, modify or amplify the terms and conditions.

20.2 The terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the Terms and Conditions.

20.3 CRICKETSTUFF (PTY) LTD failure or delay to exercise or any particular right or provision of the terms and conditions shall not constitute a waiver of such right or provision, whether this is done expressly or implied, nor will it affect the validity of any part of these terms and conditions or prejudice CRICKETSTUFF (PTY) LTD rights to take subsequent action against the User, unless acknowledged and agreed to by CRICKETSTUFF (PTY) LTD in writing.

20.4 Neither the User nor CRICKETSTUFF (PTY) LTD shall be bound by any express, tacit or implied representation, warranty, promise nor the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral between the User and CRICKETSTUFF (PTY) LTD in respect of the subject matter hereof.

20.5 CRICKETSTUFF (PTY) LTD shall be entitled to cede, assign, and delegate all or any of its right as and obligations in terms of these terms and conditions.

## **21 FORCE MAJEURE**

- 21.1 Should CRICKETSTUFF (PTY) LTD be prevented from fulfilling any of its obligations to the User as a result of any event of *force majeure*, then those obligations shall be deemed to have been suspended to the extent that and for as long as CRICKETSTUFF (PTY) LTD is so prevented from fulfilling them and the User's corresponding obligations shall be suspended to the corresponding extent.
- 21.2 In the event that *force majeure* continues for more than ten business days after it has first occurred then CRICKETSTUFF (PTY) LTD shall be entitled, but not obliged, to terminate all of its rights and obligations in terms of or arising out of these terms and conditions by giving notice to the User.
- 21.3 An event of *force majeure* shall mean any event or circumstance whatsoever which is not within the reasonable control of including, without limitation, vis major, casus fortuitous, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, any requirement of any government or other competent local authority, any court order, export control, or shortage of transport facilities.

## **22 ENTIRE AGREEMENT**

- 22.1 The terms and conditions, as varied by CRICKETSTUFF (PTY) LTD from time to time, constitute the entire and sole agreement between CRICKETSTUFF (PTY) LTD and the User with regard to the use of the Site.