

IN COMPLIANCE WITH THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002, THE CONSUMER PROTECTION ACT 68 OF 2008, AND THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013.

Business Trading Name: Flooringstore.co.za

Effective Date: 01 October 2025

1. INFORMATION DISCLOSURE (Section 43 of the ECT Act)

1.1. Website Ownership and Operation:

The website www.flooringstore.co.za ("Website") is owned and operated by:

- **Registered Name:** Carpet Boutique (Pty) Ltd
- **Registration Number:** 2016/384443/07
- **VAT Registration Number:** 4150115139
- **Director:** Johann Chris Kritzinger
- **Main Business:** The provision of goods and services via an e-commerce platform, including but not limited to, the retail of flooring products, blinds, related accessories, and associated services.

1.2. Contact Details & Domicilium:

- **Physical Address / Domicilium:** 13 Gemini Street, Brackenfell, 7560, Western Cape, South Africa
- **Email for Legal Notices:** legal@flooringstore.co.za
- **Telephone:** 021 300 9668

Important: The legal email address above is strictly for formal legal notices. For all sales, order updates, and general customer support, please email hello@flooringstore.co.za to ensure a prompt response.

2. ACCEPTANCE AND GOVERNING POLICIES

2.1. Acceptance of Terms:

By accessing, browsing, or placing an order on this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms").

2.2. Incorporated Policies:

These Terms incorporate, and must be read in conjunction with, our other governing policies, which form part of this agreement:

- [Privacy Policy](#)
- [Cookie Policy](#)

2.3. Non-Acceptance:

If you do not agree with any part of these Terms or the associated policies, you must immediately cease your use of the Website.

3. YOUR USE OF THE WEBSITE

3.1. User Conduct:

You agree to use the Website for lawful purposes only.

3.2. Account Security:

You are responsible for maintaining the confidentiality of your account details and password and for all activities that occur under your account.

3.3. Accuracy of Information:

You warrant that all personal information you provide is true, accurate, current, and complete.

4. PRODUCTS, INFORMATION, AND PRICING

4.1. Product Information & Specifications:

- a. **Manufacturer/Supplier Information:** Product specifications, installation instructions, and other information are provided to us by the manufacturers or suppliers of the Goods. While we make an effort to ensure this information is accurate, we do not guarantee its accuracy or completeness and are not responsible for any inaccuracies or errors originating from our suppliers. The Goods are provided on an “as-is” basis based on the information available from the manufacturer.
- b. **Digital Colour Representation:** We cannot guarantee that your monitor, tablet, or mobile device’s display of any colour will be an accurate representation of the final product. Screen display differences can affect the appearance of colour and texture.
- c. **Batch & Shade Variation:** Goods such as wood, laminate, vinyl, carpets, and tiles are subject to manufacturing variations in colour, shade, and pattern between batches. We cannot guarantee that Goods supplied will be an exact match to a sample or a previous order. We strongly recommend ordering sufficient quantity for your entire project at one time.
- d. **Customer Measurements:** You are solely responsible for providing accurate measurements. We are not liable for any shortfall or surplus of Goods resulting from incorrect measurements provided by you.

4.2. Availability:

All Goods are subject to availability from our suppliers. We do not guarantee stock availability. Should the Goods you have ordered be unavailable, we will notify you and offer a full refund for the unavailable item or an alternative product. We shall not be held liable for any damages suffered due to a product being out of stock.

4.3. Pricing & Errors:

All prices are in South African Rand (ZAR), inclusive of VAT. In the event of a manifest error in the price of any Goods, delivery charges, or total order value, we are under no obligation to fulfil the order at the incorrect price. We will contact you with the option to proceed at the correct price or to cancel your order for a full refund within 7-10 working days.

4.4. Price Adjustments:

We reserve the right to adjust the prices of Goods and Services listed on the Website at any time and without prior notice. However, once a contract has been formed in accordance with Clause 5, the price applicable at the time of the order shall be binding and honoured, and no subsequent price adjustments will affect that legally binding contract.

5. ORDERS, PAYMENT, AND CONTRACT FORMATION

5.1. Your Order as an Offer:

When you place an order on the Website, you are making a binding offer to purchase the Goods selected.

5.2. Acceptance and Contract Formation:

Our acceptance of your offer, which forms a legally binding contract, varies based on the type of Goods ordered:

- a. **For Standard, Off-the-Shelf Goods:** A legally binding contract between you and us will be formed only at the moment we dispatch the Goods to you. The order confirmation email sent to you upon checkout serves as an acknowledgement of your offer but does not constitute legal acceptance.
- b. **For Custom-Made and Special Order Goods:** For any Goods that are marked as “Special Order,” “Custom-Made,” or are otherwise made to your specifications (e.g., blinds, flooring cut from a roll), the contract formation process is as follows:
 - i. The Order Confirmation email sent to you upon checkout serves only as an acknowledgement of your offer and receipt of payment. It does not constitute legal acceptance of your order.
 - ii. A legally binding contract between you and us is formed only at the moment we send you a separate “Production Confirmation” email, which confirms that your custom order has been finalised and has entered our production schedule.
 - iii. At the point this “Production Confirmation” is sent, you are committed to the purchase, and we are committed to fulfilling the order. This aligns with our “NonReturnable Goods” policy for such items. If we are unable to fulfil your custom order for any reason prior to starting production (for example, due to material unavailability), we will notify you, cancel the order, and issue a full refund within 7 to 10 working days. No contract will have been formed.

5.3. Payment:

Full payment must be made at the time of order via our available payment methods. We will not process any order until we have received payment in full.

5.4. Payment Security:

All online card transactions are processed through a secure, third-party payment gateway. We do not store your full card details on our servers.

5.5. Lapsing of Unpaid Orders:

If full payment is not received within 7 (seven) calendar days of an order being placed (for instance, for orders placed via Electronic Funds Transfer – EFT), we reserve the right to cancel the order automatically. No binding contract shall have been formed, and any Goods that were provisionally allocated to the order will be returned to available stock.

6. DELIVERY

6.1. Delivery Area:

We deliver to physical street addresses within the Republic of South Africa. We reserve the right to exclude or refuse delivery to certain areas due to lack of access, high-risk conditions, or other logistical circumstances. If we are unable to deliver to your address, we will notify you and issue a full refund within 7-10 working days.

6.2. Delivery Access and Customer Responsibility:

- a. Flooring and blind deliveries can be bulky and heavy. It is your responsibility to ensure that a suitable person is available to receive, inspect, and take delivery of the Goods on the scheduled date.
- b. You must ensure that the delivery location is accessible to a large vehicle (potentially up to a 10-ton truck). Access includes proximity to the offloading point on the ground floor.
- c. We will not be held liable for non-delivery due to unsafe or inadequate access, or if there is no one available to receive the Goods. A failed delivery under these circumstances will result in the Goods being returned to the depot, and you will be liable for any redelivery fees.

6.3. Inspection Upon Delivery – IMPORTANT:

- a. Upon delivery, you must inspect the exterior packaging for any signs of damage before signing the delivery note.
- b. If you see any damage (e.g., torn packaging, crushed corners), you must note this damage on the courier's delivery note. For severe damage, you have the right to refuse acceptance of the damaged items.
- c. If you sign the delivery note without making any notes about damage, you are confirming that the Goods were received in good condition. Failure to note damage on the delivery note will prejudice your ability to claim for transit damage later.

6.4. Remote and Rural Deliveries:

Deliveries to remote or rural areas may be subject to additional surcharges due to extended travel distances, limited courier availability, or other logistical challenges. Any such surcharges will be communicated to you before dispatch, and your order will only proceed once you have confirmed acceptance of the revised delivery costs.

6.5. Holding Period for Failed Deliveries:

If a delivery attempt is unsuccessful due to circumstances beyond our control, including but not limited to inaccessible premises, unsafe conditions, or no authorised person being available to accept delivery, the Goods will be returned to the courier depot. We will notify you of the failed delivery, and the Goods will be held for a maximum of 7 (seven) calendar days pending redelivery arrangements. If re-delivery is not arranged within this period, we reserve the right to cancel the order and process a refund, less the original delivery charge, any handling, redelivery, or storage fees, and subject to the conditions set out in Clause 7.

7. CANCELLATIONS, RETURNS, AND REFUNDS

7.1. Your Right to Return (30-Day Cooling-Off Period):

We offer an extended return period to ensure your satisfaction. You may cancel a transaction and return standard goods within **30 calendar days** of receipt. This right does not apply to nonreturnable goods as defined in clause 7.2.

1. **Notification:** You must notify us in writing (via email to hello@flooringstore.co.za) within 30 days of delivery.
2. **Return Shipping:** You are responsible for returning the Goods at your own cost. The Goods must be in their original, unused, and saleable condition with all packaging intact.
3. **Refunds & Fees:** Upon receipt and inspection of the returned Goods, we will process a refund to your original method of payment. Please note that your refund will be subject to a **Handling and Restocking**

Fee of between 10% and 20% of the purchase price. This fee covers the administrative and warehouse costs of rendering the goods fit for resale. Original delivery fees are non-refundable.

7.2. Non-Returnable Goods:

In accordance with the law, the following Goods are not eligible for return under the 30-day cooling-off period:

1. **Special Order Goods:** Any flooring product cut from a roll (e.g., vinyl, carpets) or blinds custom-made to your size specifications.
2. **Final Sale / End-of-Range Goods:** Items sold as part of a clearance or marked as nonreturnable.

These Goods will be clearly marked as “Special Order,” “Custom-Made,” “Final Sale,” or “NonReturnable” on the product page. By purchasing such an item, you agree that it is nonreturnable unless defective.

7.3. Returns of Defective Goods (6-Month Implied Warranty – CPA):

All Goods have a 6-month implied warranty of quality against defects in terms of the Consumer Protection Act (CPA).

1. **Reporting a Defect:** To log a claim, you must inform us in writing with a detailed description of the defect and clear photographic evidence.
2. **Assessment:** Before a return is approved, we may require an on-site inspection or assessment to determine the cause of the defect.

3. **Remedy:** If a manufacturing defect is confirmed, we will facilitate a Repair, Replacement, or Refund in accordance with the Consumer Protection Act. Please note:

This warranty covers the product cost only; we are not liable for any secondary costs, such as removal, re-installation labour, or adhesive used.

4. **Exclusions:** This warranty is void if the defect arises from improper installation, failure to follow maintenance procedures, or accidental damage.

8. CUSTOMER COLLECTION FROM SUPPLIER WAREHOUSE

8.1. Collection Point and Process:

- a. Please note: We do not hold stock at our registered business address (13 Gemini Street, Brackenfell). All collections are from the relevant manufacturer’s or supplier’s designated warehouse.
- b. The available collection point(s) are indicated on the relevant product page. The specific address and collection instructions for your order will be confirmed in your “Ready for Collection” notification.
- c. You must not attempt to collect your order until you have received a specific “Ready for Collection” notification from us. Attempting to collect before this notification may result in a wasted trip, for which we are not liable.

8.2. Requirements for Collection:

- a. Upon collection, you or your designated representative must present a copy of your Order Confirmation and the “Ready for Collection” notification. A valid form of identification (ID, Driver’s License) may also be required by the supplier.
- b. If you arrange for a third party (e.g., a friend, contractor, or private courier) to collect on your behalf, you must notify us by email with the name of the person or company collecting. We are not liable for any loss or damage once the Goods have been handed over to your nominated third party by the supplier.

8.3. Inspection Upon Collection – IMPORTANT:

- a. It is your non-delegable responsibility to inspect the Goods thoroughly for any defects, damages, or discrepancies at the supplier's premises before they are loaded.
- b. By taking possession of the Goods and leaving the supplier's premises, you are deemed to have accepted that the Goods were received in good order and condition.
- c. We shall not be liable for any claims of damage or defects that are visible upon reasonable inspection but are only reported after you have left the supplier's collection point. This does not affect your statutory rights regarding latent manufacturing defects as outlined in Clause 7.3.

8.4. Transfer of Risk and Responsibility for Loading:

- a. Risk of loss, theft, or damage to the Goods passes to you the moment the Goods are handed over to you or your representative at the supplier's collection point.
- b. You are solely responsible for ensuring you have a suitable vehicle for transporting the Goods and for the safe and proper loading of the Goods.
- c. As we are not present at the collection point, any assistance offered by the supplier's staff is a courtesy arranged between you and the supplier. We shall not be held liable for any damage to the Goods, your vehicle, or for any personal injury sustained during the loading process, which is undertaken entirely at your own risk.

8.5. Failure to Collect:

- a. You are required to collect your order within 7 calendar days of receiving the "Ready for Collection" notification.
- b. If you require a longer collection period, you must request an extension by emailing us before the 7-day period expires. Extensions are subject to approval by us and our supplier and are not guaranteed.
- c. If you fail to collect your order within the stipulated timeframe and without an approved extension, we reserve the right, as directed by our supplier, to:
 - i. Charge a reasonable storage fee, which may be levied by the supplier and will be passed on to you; or
 - ii. After providing you with a final written notice, cancel the order. In this event, we will refund you the purchase price, less any applicable storage fees and a reasonable handling and restocking fee as described in Clause 7 and excluding Non-Returnable goods as defined in paragraph 7.2.

9. PROMOTIONS, DISCOUNTS, AND SPECIAL OFFERS

9.1. General Terms:

- a. Promotional offers, discounts, and special offers ("Promotions") are valid only for the period specified in the individual Promotion's terms and conditions or as advertised on the Website.
- b. Promotions are non-transferable and cannot be redeemed for cash or exchanged for other goods.
- c. Promotions cannot be combined with any other offers, discounts, or existing promotions unless expressly stated otherwise in the Promotion's specific terms.
- d. We reserve the right to modify, suspend, or terminate any Promotion at any time without prior notice.

9.2. Eligibility:

- a. Promotions may have specific eligibility criteria, such as a minimum purchase amount, specific product categories, or new customer status. These criteria will be clearly stated in the Promotion's terms.
- b. Only one Promotion can be applied per order, unless otherwise specified.

9.3. Application of Discounts:

- a. Discounts are typically applied at checkout. Customers are responsible for ensuring that the discount has been correctly applied before completing their purchase.
- b. If a discount code is required, it must be entered correctly in the designated field at checkout. We are not obligated to apply a discount retroactively if the code was not entered or entered incorrectly.

9.4. Free Promotional Items (GWP – Gift With Purchase):

- a. When a Promotion includes a free item with purchase (GWP), the GWP will be automatically added to qualifying orders.
- b. The GWP is subject to availability. If the GWP is out of stock, we will notify you and may offer an alternative gift or cancel the GWP from your order.
- c. The GWP is not exchangeable for cash or credit and cannot be returned or exchanged on its own. If the qualifying purchase is returned, the GWP must also be returned in its original, unused condition. If the GWP is not returned, its value may be deducted from your refund.
- d. If the GWP is defective, it will be subject to our standard Returns Policy for defective goods.

9.5. Sale Items and Clearance:

- a. Items marked as "Sale," "Discounted," "Clearance," or "End-of-Range" are often part of a Promotion.
- b. These items may have specific return conditions, as outlined in Clause 7.2 (NonReturnable Goods). For example, they might be eligible for exchange or refund only if defective, not for change of mind.

9.6. Order Adjustments and Cancellations:

- a. If an order containing a Promotion is cancelled, altered, or returned in such a way that it no longer qualifies for the Promotion, the promotional benefit (e.g., discount or free item) may be forfeited.
- b. If a refund is issued for a returned item from an order where a discount was applied, the refund amount will be based on the net price paid after the discount. For example, if you bought an item for R80 with a 20% discount (original price R100), your refund for returning that item would be R80.

9.7. Abuse of Promotions:

We reserve the right to cancel or refuse any order that we believe is an attempt to abuse our promotional offers (e.g., creating multiple accounts to benefit from new customer offers).

10. LIMITATION OF LIABILITY AND INDEMNITY

10.1. Total Liability:

To the fullest extent permitted by law, our total liability for any claim arising out of or in connection with these Terms or the purchase of Goods shall not exceed the price of the Goods purchased.

10.2. Exclusion of Indirect Losses:

We are not liable for any indirect, special, or consequential losses of any kind, including but not limited to loss of profit or business interruption.

10.3. Statutory Limitations:

This clause does not limit our liability in any way for death or personal injury caused by our gross negligence, or for any matter which would be illegal for us to exclude our liability under the CPA.

11. USER-GENERATED CONTENT: REVIEWS AND COMMENTS

11.1. Responsibility:

If you post any comments, reviews, or other content (“User Content”) on the Website, you are solely responsible for that content. You warrant that you own or otherwise control all of the rights to the User Content you post.

11.2. Prohibited Content:

You agree not to post any User Content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable. You may not post content that consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” All reviews, comments, or other User Content submitted on the Website must comply with the guidelines of the Advertising Regulatory Board of South Africa.

11.3. License to Use:

By posting User Content, you grant Carpet Boutique (Pty) Ltd a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant us the right to use the name that you submit in connection with such content, if we choose. **11.4. Monitoring and Removal:**

We reserve the right, but not the obligation, to monitor, edit, or remove any User Content at our sole discretion. We take no responsibility and assume no liability for any User Content posted by you or any third party.

12. INTELLECTUAL PROPERTY

All content on the Website, including text, graphics, logos, images, and software, is the property of Carpet Boutique (Pty) Ltd or its content suppliers and is protected by South African and international copyright laws.

13. PRIVACY AND DATA PROTECTION

We are committed to protecting your privacy in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). Our Privacy Policy, available at [Privacy Policy](#), explains how we collect, use, and protect your personal information.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. Governing Law:

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa.

14.2. Amicable Resolution:

Should any dispute arise, you are encouraged to first contact us by email to seek an amicable resolution.

14.3. Arbitration:

If the dispute cannot be resolved informally, you agree that the dispute may be referred to arbitration at the written request of either party, to be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

14.4. Urgent Interim Relief:

Notwithstanding the above, either party retains the right to approach a competent court for urgent interim relief. **14.5. Arbitration Seat:**

Any arbitration proceedings held in terms of these Terms shall take place in Cape Town, Western Cape, which shall be the legal seat of arbitration for purposes of determining jurisdiction and associated costs.

15. GENERAL

15.1. Amendments:

We reserve the right to amend these Terms at any time. Any changes will be posted on this page and will be effective immediately. Your continued use of the Website constitutes your acceptance of the amended Terms.

15.2. Severability:

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed, and the remaining provisions will continue in full force and effect.

15.3. Force Majeure:

We shall not be liable or deemed to be in default for any delay or failure in performance under these Terms if such delay or failure results from events beyond our reasonable control, including but not limited to acts of God, strikes, labour disputes, pandemics, acts of government, natural disasters, power outages (including load-shedding), interruptions of transport or communication, or supplier failures. In such cases, our obligations will be suspended for the duration of the event, and we will take reasonable steps to mitigate the effects and resume performance as soon as practicable.

16. CUSTOMER SUPPORT AND COMMUNICATION

16.1. Primary Support Channel:

For all customer service matters—including questions about products, sales, existing orders, returns and billing—please contact us via our official support channels to ensure your query is tracked and resolved efficiently:

- Email: hello@flooringstore.co.za
- WhatsApp (Order Support): 060 766 5562
- Official Support Line: 021 300 9668
- Contact Forms: Available on our website.

16.2. Formal and Legal Correspondence:

Our designated email, contact number and physical addresses, required for the service of formal and legal notices, are detailed in Clause 1 of these Terms and Conditions. Please note that the legal@flooringstore.co.za address is reserved for official legal correspondence. For general customer support, please use the channels listed in Clause 16.1 to ensure a prompt response.

16.3. Domicilium Citandi et Executandi:

For all purposes arising from or in connection with these Terms, you and Carpet Boutique (Pty) Ltd choose as domicilium citandi et executandi (legal address for service of notices) the respective physical addresses provided in the order and in Clause 1 of these Terms. Any notice sent by registered post or delivered by hand to such address shall be deemed to have been received within 7 (seven) days of posting or on the date of delivery, respectively. Notices sent by email to the addresses provided in Clause 16 or Clause 1 shall be deemed received on the date of successful transmission.