TERMS AND CONDITIONS OF SALE

Sale of Artwork in South Africa

Consumer Protection Act and Copyright Act Compliant

Seller/Artist	Ivan Swanepoel
Address	30 Elands Close, Alberton, 1448 (Warehouse – not open to public)
Contact Details	+27828707958

Consumer Notice (CPA Compliance): Please read these terms carefully. Under the Consumer Protection Act 68 of 2008 (CPA), specific terms that limit the liability of the Seller or create obligations for the Buyer are brought to your attention in bold formatting. By completing a purchase, you agree to be bound by these Terms and Conditions.

1. GENERAL & SCOPE

1.1. These Terms and Conditions ("Terms") govern all sales of original artworks, limited edition prints, and bespoke commissions ("Artwork") by the Seller to any purchaser ("Buyer").

1.2. Any variation to these Terms shall only be binding if agreed to in writing and signed by an authorized representative of the Seller.

2. AUTHENTICITY & ARTWORK SPECIFICATIONS

2.1. Certificate of Authenticity: Each original Artwork is accompanied by a signed Certificate of Authenticity confirming its title, dimensions, medium, and provenance.

2.2. Visual Representation: While every effort is made to depict the Artwork accurately in digital catalogues and online platforms, minor variations in color, tone, texture, and finish may occur due to display monitor variations, photography lighting, or hand-crafted processes. Dimensions in digital illustrations show on the Buy Art page may vary from the actual dimensions as shown on the Portfolio of Art page.

3. PRICING, VAT AND PAYMENT TERMS

3.1. Currency & Taxes: All prices are quoted in South African Rand (ZAR). Prices do not include VAT as the artist is not VAT Registered, unless explicitly stated otherwise.

3.2. Import Duties & Foreign Taxes: For international sales, the listed price excludes foreign customs duties, import tariffs, taxes, and clearance fees levied by the destination country. The Buyer assumes sole responsibility for all international import fees and statutory charges.

3.3. Payment: Full payment (including applicable packaging and delivery charges) must be cleared in the Seller's bank account prior to dispatch or collection. Accepted payment methods include Electronic Funds Transfer (EFT), direct bank deposit, or approved credit/debit card gateways.

3.4 Payment Methods and Currency

- 3.4.1 Accepted Payments: We accept payments via Payfast by Network.
- 3.4.2 Payment Types: These include Visa, Mastercard, and Instant EFT.
- 3.4.3 Currency: All transactions are processed in South African Rand (ZAR).
- 3.4.4 Country: The merchant outlet country is South Africa.

3.5 Payment Security and Encryption

- 3.5.1 Secure Gateway: Payfast processes all credit and debit card transactions.
- 3.5.2 Encryption: Payfast uses secure SSL encryption to protect your data.
- 3.5.3 Data Storage: We do not store your credit card details.
- 3.5.4 Secure Sessions: You will enter card details on Payfast's secure site.

3.6 Customer Privacy and Protection

3.6.1 Data Separation: Customer details are stored separately from credit card numbers.
3.6.2 Privacy Policy: We safeguard your personal details securely.
3.6.3 Third-Party Terms: Your payment is subject to Payfast's user agreement.

3.7 Processing Refunds (if applicable)
3.7.1 Gateway Method: We reverse all approved refunds through Payfast by Network.
3.7.2 Original Account: Funds transfer back to the card or bank account used.
3.7.3 Timeline: Card refunds take 5 to 10 working days to reflect.
3.7.4 EFT Timeline: Instant EFT refunds take 2 to 3 working days to clear

4. ELECTRONIC COMMUNICATIONS & DIRECT MARKETING (ECT ACT)

4.1. In accordance with the Electronic Communications and Transactions Act 25 of 2002 (ECT Act), electronic agreements are valid and enforceable.

4.2. Cooling-off Period: Where Artwork is purchased online or via electronic communication directly as a consumer transaction covered under Section 44 of the ECT Act, the Buyer has a 7 (seven) day cooling-off period from the date of receipt to cancel the transaction without reason or penalty, subject to returning the Artwork in original condition at the Buyer's expense.

5. DELIVERY, SHIPPING AND RISK

5.1. Delivery Arrangements: Delivery is arranged via reputable courier services. Delivery dates provided are estimates only; while reasonable endeavours are made to deliver timeously, the Seller is not liable for minor courier delays beyond reasonable control.

5.2. Passing of Risk: Risk of loss, damage, or destruction of the Artwork passes to the Buyer upon physical delivery to the designated delivery address, or upon collection by the Buyer or their nominated carrier.

5.3. Transit Insurance: The Seller shall ensure appropriate transit insurance is active during hipment. The Buyer must inspect the package thoroughly upon arrival.

5.4. Return Shipping Costs
5.4.1 Change of Mind: You must pay the courier costs for unwanted items.
5.4.2 Defective Goods: We cover courier costs if the item arrives damaged.
5.4.3 Drop-offs: We do not accept unscheduled physical drop-offs at our office.

5.5 Delivery Areas and Zones
5.5.1 National Coverage: We deliver to all physical addresses within South Africa.
5.5.2 No PO Boxes: Our couriers cannot deliver to PO Boxes or Postnet Suites.
5.5.3 Remote Areas**:** Outlying farms, plots, and deep rural areas may incur extra fees.

5.6 Shipping Costs
5.6.1 Free Shipping: Delivery is free for orders over R1,000 total value.
5.6.2 Surcharges: Heavy, bulky, or oversized items carry an extra handling charge.

5.7 Tracking and Receipt
5.7.1 Tracking Number: We email a tracking link once your package leaves our facility.
5.7.2 Sign for Receipt: An adult must sign for the package upon delivery.
5.7.3 Failed Delivery: The courier re-attempts delivery twice before returning items to us.

5.8 Processing and Delivery Timelines
5.8.1 Dispatch Time: We pack and dispatch orders within 4 to 5 working days.
5.8.2 Major Centres: Delivery takes 2 to 3 working days after courier dispatch.
5.8.3 Regional Areas: Delivery takes 4 to 7 working days for outlying towns
5.8.4 No Weekend Delivery: Couriers only deliver from Monday to Friday during working hours.

6. INSPECTION, TRANSIT DAMAGE AND RETURNS

6.1. Inspection Protocol: The Buyer must inspect the packaging and Artwork immediately upon delivery.

6.2. Reporting Transit Damage: If Artwork arrives damaged or defective, the Buyer must:

Note the damage on the courier delivery note/receipt prior to signing; and Notify the Seller in writing within 24 (twenty-four) hours of delivery, providing photographs of the outer packaging, inner packaging, and damaged Artwork.

6.3. Defects & Statutory Rights (CPA Section 56): Under Section 56 of the CPA, goods carry an implied warranty of quality. If the Artwork is materially defective or fails to meet the specified standards within 6 (six) months, the Buyer is entitled to request a repair, replacement, or full refund, provided the defect is not due to improper

7. INTELLECTUAL PROPERTY & COPYRIGHT (COPYRIGHT ACT 98 OF 1978)

handling, display, or alteration after delivery.

7.1. Retention of Copyright: Purchase of the physical Artwork does NOT transfer copyright, moral rights, or reproduction rights to the Buyer. Copyright in the Artwork remains fully vested in the Artist pursuant to the South African Copyright Act 98 of 1978.

7.2. Restrictions on Use: The Buyer shall not reproduce, scan, digitally distribute, manufacture merchandise from, or commercially exploit the Artwork or images thereof without the express prior written consent of the Artist/Seller.

8. CARE, DISPLAY AND MAINTENANCE

8.1. Resale & Exhibition: The Buyer is permitted to publicly display the physical Artwork in private or commercial premises and to resell the physical piece. In any public exhibition or listing, the Artist's name must be clearly credited.

8.2. Environmental Conditions: The Buyer agrees to store and display the Artwork in suitable conditions, avoiding direct exposure to prolonged sunlight, high humidity, moisture, extreme temperature fluctuations, or direct heat sources.

8.3. Disclaimer of Liability: The Seller shall not be liable for natural degradation, fading, stretching, or deterioration resulting from improper framing, environmental exposure, or inadequate care following delivery.

9. LIMITATION OF LIABILITY

9.1. To the maximum extent permitted under the Consumer Protection Act, the Seller's aggregate financial liability for any claim arising out of or in connection with the sale of the Artwork shall not exceed the purchase price paid for the Artwork.

9.2. The Seller shall not be liable for any indirect, incidental, or consequential damages.

10. GOVERNING LAW AND DISPUTE RESOLUTION

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

10.2. Dispute Resolution: The parties shall attempt in good faith to resolve any dispute arising from this sale informally.

Should informal negotiations fail, the dispute may be referred to mediation or to the appropriate South African legal tribunal or Magistrate’s Court having jurisdiction.