



## **TERMS AND CONDITIONS**

### **About us**

Overhex Wines International (“**OVERHEX**”) is situated in the heart of the Breedevalley. The winery is located on the R60 Road between Worcester and Robertson.

Our Balance range of wines are expertly crafted by our dynamic team of winemakers under the supervision of world renowned winemaker, J.C. Martin. We source the grapes for our Balance wines from all over the Western Cape to ensure consistent quality with every vintage.

### **Use of Site**

You may only use this site to browse the content and make legitimate purchases. You shall not use this site for any other purpose, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorised use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### **Disclaimer of Warranty**

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The owner of this site, the authors of these contents and in general anybody connected to this site in any way (collectively called "the Providers") assume no responsibility for errors or omissions in these contents.

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The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The Providers' liability to you in connection with any order will not exceed the total price charges for the relevant items and the shipping costs.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. In such jurisdictions, the liability of the Providers is limited to the fullest extent permitted by the law of that jurisdiction.

### **Our Rights**

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website.
2. change these Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

### **Privacy Policy**

The Providers recognise the importance of protecting your ("the User") personal information.. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

## TERMS and CONDITIONS - continue

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail to [marketing@overhex.com](mailto:marketing@overhex.com).

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customise the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Product availability**

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Lead times are dependent on stock availability. Should we have stock available, orders will be dispatched the same day provided payment is validated/received before 12h00.

Should the product not be in stock please allow 10 working days plus freight transit time. This will allow for manufacturing and delivery to our warehouse.

Every effort is made to effect shipment of your order timeously, however unforeseen circumstances may cause delays. Should we be faced with such an occurrence **OVERHEX** will contact you via email and provide a revised shipping schedule.

In the unlikely event that an item is not available any more we will contact you via email and provide an explanation with alternative arrangements and/or the option to refund you.

### Agreements of Sale

When you click to make a purchase without completing the purchase cycle, it does not constitute an agreement of sale between **OVERHEX** and the User. An agreement of sale between **OVERHEX** and the User only comes into effect if and when:

1. a credit card authorisation is received from the issuing bank; or
2. proof of an EFT is received from the User.

The Providers recognise the importance of protecting your (“the User”) personal information.

**OVERHEX** reserves the right to refuse to accept and/or execute an order without giving any reasons. **OVERHEX** also reserves the right to cancel orders in whole or in part as circumstances dictate. **OVERHEX** will only be liable to refund moneys already paid by the User.

A copy of the Terms and Conditions are available on this website and are available on request at [marketing@overhex.com](mailto:marketing@overhex.com) or (023) 3476837.

### Delivery Policy

When you click to make a purchase with us, legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree to all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any

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queries please contact us before making any purchase for any service through this website.

### Shipping

SA door to door

Please ensure the correct shipping address (where delivery can be accepted during office hours) is provided from the outset, as title and risk will pass to you once the order has left our premises.

### Undeliverable packages

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

### Order processing

Order processing will not begin until we receive a confirmed order and full payment.

## **Refunds/returns Policy**

Should you for any reason wish to cancel your purchase you will be liable for a 25% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days at your own expense.

\* Note: **OVERHEX** recommends that you use Fedex Couriers for all returns as it offers shipment tracking through a 24 hour customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost, then no refund or return will be considered.

## **Disclosure of outlet country at time of payment**

South Africa  
Standard Bank

## **Payment Options and Pricing**

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All transactions will be processed in South African Rands (ZAR).

**OVERHEX** endeavours to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any applicable sales tax and shipping charges (on the day of shipping).

**OVERHEX** reserves the right to change pricing at any time without prior notice.

Should **OVERHEX** reduce it's price permanently on any shipped products within 10 working days of shipment, you may contact us and request a refund of the difference between the price you were charged and the reduced selling price. To receive the refund you must contact us within 14 days of shipment.

### Credit Card

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order. All of your order details will be saved online, under in the Your Account section, available for use whenever you're ready! Sorry for the inconvenience.

### EFT ("Electronic Fund Transfer")

One of the most widely used ways of sending money online. Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load **OVERHEX** as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. **It is highly advised to send a proof of EFT payment to: [shop@balance-wines.co.za](mailto:shop@balance-wines.co.za).** This should ensure speedy processing and delivery of your selected products.

### BankingDetails:

Bank : Standard bank  
BranchNo. : 050407 (Paarl)  
Account Name : Overhex Wines International (Pty) Ltd.  
Account No. : 301387850  
Account Type : Cheque

### Direct Deposit

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on (023) 347-6837 to ensure your payment is confirmed and order shipped as quickly as possible.

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### Banking Details:

Bank : Standard bank  
Branch No. : 050407 (Paarl)  
Account Name : Overhex Wines International (Pty) Ltd.  
Account No. : 301387850  
Account Type : Cheque

**For more information about how to order, special order requirements and other payment options, please contact our Support Team on Tel: (023) 347-6838 or email [marketing@overhex.com](mailto:marketing@overhex.com).**

### Security Policy

1. Virtual Card Services (“VCS”) process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. VCS is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. VCS Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. VCS continually reviews and enhances its security in line with technological changes.

### Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## Termination

Notwithstanding any of these Terms and Conditions, **OVERHEX** reserves the right without notice and in their sole discretion, to terminate your right to use the site and to block or prevent future access to and use of the site.

## Severability

If any of these Terms and Conditions are held to be invalid, void or for any reason unenforceable, then those provisions shall be deemed severable from these Terms and Conditions and shall not effect the validity and enforceability of any remaining provisions.

## Users liability to OVERHEX

In the event that **OVERHEX** takes action against you for breach of these Terms and Conditions, you agree to be liable to **OVERHEX** for all legal costs, including tracing fees and collection commission, on a scale as between attorney and own client.

## Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## Consent

I understand that all the designs and trademarks are registered to Overhex Wines International (Pty) Ltd and/or its subsidiaries and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Overhex Wines International (Pty) Ltd and/or its subsidiaries for any civil action or any legal action deemed necessary against me.

## Contact Details

Physical address: 71 Stockenström Street, Worcester, 6850, South Africa

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Postal address: PO Box 139, Worcester, 6850, South Africa  
Email address: [marketing@overhex.com](mailto:marketing@overhex.com)  
Phone numbers: 023 347 6838  
Fax numbers: 023 347 6837

A copy of the Electronic Communications Act, No. 36 of 2005 is available at  
<http://www.polity.org.za/pol/acts/2002>.