

Terms and Conditions

Big Dutchman Southern Africa

Welcome to Big Dutchman Southern Africa. By placing an order, making payment, or using our products, services, or website, you accept these Terms.

1. Products and Services

- All products and services are subject to availability.
 - Specifications and prices may change without notice.
 - We aim for accuracy but cannot guarantee all content is error-free.
-

2. Orders and Payments

- Orders are confirmed upon receipt of payment or purchase order.
 - Payment terms are specified on invoices or agreements.
 - Late payments may incur interest or penalties.
-

3. Delivery and Installation

- Delivery times are estimates and may change due to unforeseen events.
 - Clients must ensure the site is ready for installation.
 - Delays caused by the client may result in additional charges.
-

4. Returns and Warranty

- Defective products may be returned within 30 days of delivery for inspection.
 - Warranty terms vary by product and follow manufacturer conditions.
 - Misuse or unauthorized modifications void warranties.
-

5. Disclaimer of Warranties

- All products and services are provided “as is” and “as available,” without warranties beyond those required by law.
-

6. Limitation of Liability

- To the fullest extent permitted by law, our total liability for any claim (whether in contract, negligence, or otherwise) is limited to the amount paid for the specific goods or services.
 - We are not liable for indirect, incidental, special, or consequential damages, including loss of profits, data, or business opportunities, even if advised of the possibility.
-

7. Force Majeure

- We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, labour disputes, government actions, or pandemics.
-

8. Indemnity

- Clients agree to indemnify and hold harmless Big Dutchman Southern Africa from any claims, damages, or expenses arising from their misuse of our products or breach of these Terms.
-

9. Intellectual Property

- All content, designs, and trademarks remain the property of Big Dutchman or its licensors.
 - Use without written permission is prohibited.
-

10. Privacy and POPI Act Compliance

- We process personal information in accordance with the Protection of Personal Information Act, 2013 (POPI Act).
 - Data is collected and used solely for business purposes and will not be shared without consent, except as required by law.
-

11. Termination

- We may suspend or terminate services at our discretion if you breach these Terms.
-

12. Governing Law and Jurisdiction

- These Terms are governed by the laws of South Africa.
 - All disputes shall be subject to the exclusive jurisdiction of the courts of [insert city/province, e.g., Gauteng, South Africa].
-

13. Changes to Terms

- We may update these Terms periodically. We will notify you of material changes via email or website notice. Continued use after notice constitutes acceptance.