



# VARKHART TERMS AND CONDITIONS

## 1. Introduction

1. “Varkhart”, “we”, “us”, and “our” refer to Varkhart. This website (“Site”) is owned by Galloron (“the Company” / “us” / “we”). Galloron means Galloron (Pty) Ltd (Registration number: 2022 / 574838 / 07), trading as Varkhart in the Republic of South Africa.
2. “You” refers to you, our customer, who purchases from us online.
3. These Terms and Conditions govern the ordering, sale, and delivery of goods, as well as the use of the following website:
  - o [\*\*www.varkhart.co.za\*\*](http://www.varkhart.co.za)

By shopping or browsing on this Site, you:

- a. Represent and warrant that you have read and understood these Terms and Conditions, as well as the policies displayed on this Site; and
- b. Agree to be bound by these Terms and Conditions and policies (collectively referred to as “the Agreement”).

If there is anything unclear, please ask us to explain it to you before accepting these Terms and Conditions, continuing to use the Website, or placing an online order.

We may, at our sole discretion, amend these online shopping Terms and Conditions from time to time. We will notify you of any such changes.

The contents of this website are protected by law, including but not limited to copyright and trademark law. The website content is the property of Varkhart, its advertisers and/or sponsors, or is licensed to Varkhart. Any use, distribution, or reproduction of website content is prohibited unless expressly authorised in these Terms and Conditions or permitted by law.

This website may contain links or references to other websites (“Third Party Websites”) beyond our control, including those of advertisers. These Terms and Conditions do not apply to such Third Party Websites, and we are not responsible for their practices, privacy policies, or any cookies they may use. Your use of Third Party Websites is entirely at your own risk, and we are not liable for any loss, expense, claim, or damage—direct, indirect, or consequential—arising from your use of or reliance on information found there.

## 2. Customer Profile

1. To register on our website, you must provide the following information:
  - o First Name
  - o Last Name
  - o Cellphone Number
  - o Email Address
  - o Password
2. Your cell phone number will serve as your unique identifier, and you will log in using your email address and password. We will only contact you via cellphone if you have specifically opted in to receive SMS communications from us.
3. By registering on our website or purchasing goods online, you acknowledge that you have read and agree to be bound by these Terms and Conditions. You also agree that we may send invoices to you electronically.
4. Keep your login credentials private and secure. Only authorised users may access their profiles. We accept no liability for damages or losses resulting from unauthorised use of your account.
5. Notify us immediately if you become aware of, or suspect, any unauthorised access to or use of your username and password, and take steps to mitigate any resultant loss or harm.

## 3. Stock & Pricing

1. All goods displayed on our website are subject to availability. If any goods you ordered are unavailable, we will inform you as soon as possible.
2. You acknowledge that all stock is limited, and that prices or product specifications may change at any time without prior notice and without liability. While we make every effort to monitor stock and update the website accordingly, we cannot guarantee availability. If goods are unavailable after you place an order, we will notify you and issue either a refund or a discount code for the amount already paid.
3. All prices on our website are in South African Rand (ZAR) and are valid only within South Africa.
4. We strive to accurately display our goods so that what you receive matches your expectations. However, product appearance may vary due to device display differences, especially in colour. We cannot guarantee that goods received will look exactly as displayed online.
5. If a displayed price contains an obvious and inadvertent error, we are not bound by it after:
  - o Correcting the displayed price error; and
  - o Taking reasonable steps to inform affected consumers of the correct price.
6. No order will be accepted if a material error exists in the description or price of any goods.

## 4. Gift Vouchers & Coupons

1. We offer electronic gift cards (“Gift Cards”) and promotional coupons or discounts (“Coupons”) for use on our website towards the purchase of goods. Gift Cards and Coupons are valid only until their stated expiry dates, which cannot be extended.
2. Gift Cards cannot be used to purchase other Gift Cards or Coupons. They do not accrue interest and cannot be refunded for cash. If your Gift Card value is insufficient for an order, you may pay the balance via another payment method.
3. We are not responsible for loss, unauthorised use, or unauthorised distribution of a Gift Card after it has been sent to your nominated email address.
4. Gift Cards and Coupons cannot be exchanged or refunded for cash or credit.
5. Coupons are issued at Varkhart’s discretion, and we reserve the right to correct, cancel, or reject any Coupon at any time for any reason, including unauthorised distribution.
6. Coupons are subject to specific Terms and Conditions regulating their use.
7. If an error is identified involving a coupon or discount on an order, we may cancel the order after notifying you.

## 5. Orders

1. Your order will be accepted once payment has been received and the goods have been dispatched. Only then will a sale agreement between you and Varkhart come into effect, regardless of prior communications indicating confirmation.
2. Once a sale agreement is concluded, you assume all risk and responsibility for the goods.
3. We reserve the right to refuse or cancel any order (in part or in full) if an error occurs, such as unavailability of goods, incorrect pricing, or inaccurate product description. You will be notified and refunded as soon as possible.
4. We are not liable for any loss or claim arising from transactions based on such errors.
5. Orders cannot be amended after payment, including delivery address changes.
6. Adding items to your wishlist or cart does not constitute an order. If stock or prices change before checkout, we cannot be held liable.
7. Goods may not be purchased for resale. If resale is suspected, we may cancel the order immediately upon notice.
8. We reserve the right to refuse orders, cancel sales, and terminate accounts at our discretion.
9. Registered customers can view their order history by logging into their online profiles.
10. Orders may only be cancelled prior to checkout. Once payment is processed, the order must be delivered and then processed as a return or exchange if no longer required.



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## 6. Payment

1. You consent to our use of reputable third-party payment service providers to process financial transactions and acknowledge that this involves disclosure of your payment information when making a purchase.
2. We have implemented necessary measures to protect your personal and payment information. We use **3D Secure** (Verified by Visa and MasterCard SecureCode), an additional security layer mandatory for all South African online retailers. This helps prevent fraud and unauthorised card transactions.
3. Payment methods accepted:
  - o Credit Card
  - o Debit Card

## 7. Delivery & Collection

1. You may have your order delivered to your chosen address.
2. Standard delivery takes **2–10 working days depending on your location**.
3. We are not liable for any damage or loss arising from acts or omissions by the courier or its representatives.
4. Couriers deliver only to physical addresses (no P.O. Boxes). Each delivery requires a signature as proof of receipt. Deliveries occur between **08:30 and 17:00** on weekdays (excluding public holidays) within South Africa only. Delivery is subject to stock availability and accurate address details.
5. Certain locations are classified as “high-risk” for deliveries. If your address is deemed high-risk, our couriers may contact you to arrange an alternative delivery.
6. Delivery fees may change at any time without notice. Applicable delivery fees and additional charges will be displayed at checkout and must be paid when placing your order.
7. We will deliver to the address you provided. We are not responsible for any loss or unauthorised use of goods after delivery.
8. If you cannot accept the goods personally, ensure an authorised representative is available. Anyone receiving delivery at your address is presumed to be authorised to do so on your behalf.
9. If no one is available to accept delivery, we will contact you to arrange another time. After three failed attempts, or if deemed appropriate, we may cancel your order, deduct failed delivery or storage costs, and refund the balance.
10. You must ensure we have clear access to the delivery location and that it is prepared to receive the goods.
11. If your order contains missing or incorrect items, please contact us within **7 days** of receipt and provide:
  - The number and title of the missing item(s);
  - Whether the package was sealed or tampered with;
  - Whether someone else received the order on your behalf (e.g., reception).



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## 8. Cancellation & Returns

1. Any product (excluding furniture) may be returned for a refund within 14 days, or for an exchange or credit within 30 days, provided that the merchandise is unused and returned in its original packaging with a valid cash sales docket/invoice. Refunds exclude delivery fees.
2. To arrange a return, contact us at [orders@varkhart.co.za](mailto:orders@varkhart.co.za). Please note: returns or exchanges for purchases made through third parties are not accepted.
3. We cannot guarantee exchanges for limited edition items, as certain sizes may be out of stock or discontinued.

### Return Address:

N4 Gateway Industrial Park  
26 Robberg Street, Unit 7 & 8  
Willow Park Manor, 0184

Refunds will only be processed once goods have been returned to and assessed at our distribution centre.

4. Refunds may take up to **10 working days** to process and reflect in your account.
5. If you receive an incorrect or faulty product, you will have to courier the product to us for inspection. Following inspection, if we agree that an incorrect or faulty product was delivered, we will refund you the original amount paid for the product or send you an exchange, in addition to reimbursing you for your courier costs.
6. If you purchased the goods yourself, you will receive a full refund. If they were a gift, you may exchange them for goods of equal value or receive a credit note in the form of a discount code.
7. The following items cannot be returned, exchanged, or refunded:
  - o Underwear
  - o Swimwear
  - o Socks
  - o Jewellery for pierced ears
  - o Gift Cards

## 9. Privacy & Security

1. For details, please refer to the **Varkhart Privacy Policy** available on our website.
2. Varkhart does not disclose your personal details to third parties. We do not store any part of your card details.
3. Varkhart retains necessary personal information such as your name, contact details, shipping address, and billing address to process your orders. You can update this information by editing your "Personal Details" on your profile.



## 10. Website Availability

1. We will use reasonable efforts to maintain website availability, except during scheduled maintenance, and may discontinue the Website or parts thereof at any time, with or without notice.
2. Failure to comply with these Terms and Conditions, including payment obligations, may lead (at our sole discretion and with or without notice) to suspension or termination of your access to the Website, without prejudice to any other claims we may have against you.
3. To prevent suspected fraud or misuse—such as creating multiple user profiles to exploit promotions or one-time Coupons—we reserve the right to blacklist users, suspend or terminate accounts, refuse payments, or cancel orders (in part or in full) with notice. We are only liable to refund monies already paid (subject to our Returns Policy) and accept no further liability arising from such actions.