



THEURBANATIVE

hello@theurbanative.com
accounts@theurbanative.com
+27115687490
www.theurbanative.com

TERMS & CONDITIONS 2022

HEREWITH THE TERMS AND CONDITIONS OF USE OF THEURBANATIVE WEBSITE DEFINITIONS

THEURBANATIVE (PTY) LTD
STANDARD TERMS AND CONDITIONS OF SALE: PLEASE
READ THESE TERMS AND CONDITIONS CAREFULLY.
YOUR USE OF THIS WEBSITE AND/OR ENGAGEMENT
WITH THE COMPANY AND/OR PURCHASE OF
PRODUCT/S CONFIRMS YOUR UNCONDITIONAL
ACCEPTANCE HEREOF.

DEFINITIONS

"Company" means THEURBANATIVE (Pty) Ltd, or its
successor;

"Customer/s" means the party who or which purchases
the Products from the Company by whatsoever means,
and includes the Customer's representatives,
successors and permitted assigns, and shall also
include, where applicable, any user of the Website;

"CPA" means the Consumer Protection Act, 68 of 2008;

"Contract" means any contract or agreement arising
out of the acceptance of any offer, whether that
contract arises out of an offer made by the Company
and accepted by the Customer, or an offer made by
the Customer and accepted by the Company;

"ECTA" means the Electronic Communications and
Transaction Act 2 of 2002, where applicable;

"Products" means the products sold to the Customer by
the Company which form the subject matter of the
Contract, including but not limited to furniture
(including custom made furniture);

"shopping cart" means the shopping cart on the
Website, or a purchase made through email or in store;

"Website" means www.theurbanative.com





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IMPORTANT NOTICES

This document contains the standard terms and conditions of sale on which the Company sells the

Products or provides the services to Customer

These terms and conditions shall be binding between the parties for all current and future sales of the Products, unless the parties have signed new terms and conditions.

If the Customer is a consumer for the purposes of the "CPA", then the provisions of clauses 59 and 63 will not apply to the Customer for the provision of the services or the sale of the Products to the Customer by the Company.

Nothing in this agreement is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either of the Customer or the Company in terms of the CPA.

INTRODUCTION

The Company (Registration Number: 2017/146907/07) is in the business of furniture design, manufacture and sale, and is located at 1 Roller Street, Spartan, Kempton Park, 1619, Johannesburg, South Africa.

The Company's directors is/are Mpho Vackier.

A representative of the Company can be contacted at hello@theurbanative.com or +27115687490





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GENERAL

This agreement sets out the terms and conditions for online sales and represents the entire understanding between the parties. No other terms, whether expressed or implied, shall apply to the Contract, regardless of the circumstances under which the Contract was entered into. Any modification or variation to these terms and conditions is not effective unless recorded in writing and approved by the Company. All provisions and clauses of this Contract are separate from each other, regardless of the grammatical grouping or linking used. If any provision or clause of this Contract becomes unenforceable in any jurisdiction, it will only be treated as not forming part of the Contract in that jurisdiction, and the remaining provisions and clauses will remain in full force and effect.

The Company may modify or amend these standard terms and conditions of sale periodically and at its sole discretion. It is the Customer's responsibility to be familiar with the updated terms, and the Customer's continued use of the Website and/or engagement with the Company and/or purchase of the Product implies acceptance of these terms and conditions, as well as any updates and/or amendments to them.





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PURCHASE PRICE

The Company displays the prices of its Products on the Website and in stores, which may be modified or withdrawn at any time without prior notice. In the event of an incorrectly priced Product, the Customer will be informed and given the option to void the sale or pay the correct price. All prices include VAT but exclude delivery fees and surcharges, unless otherwise indicated. THEURBANATIVE is not responsible for any modifications, price changes, or discontinuations of the Service.

If a Product is offered at a discounted or specific price, the Company is not liable if the price increases between adding the Product to the cart and checking out. The purchase price of a Product does not include batteries, electrical fittings, light bulbs, custom upholstery fabric, rust treatment (if applicable), unless expressly stated on the Website or in-store.





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ACCEPTANCE OF CONTRACT

Placing Products in a shopping cart is not a contract of sale between the parties. If the selected Product is unavailable when the Customer wishes to checkout and complete the purchase process, the Company is not liable for any reason. The Company reserves the right to unilaterally remove a Product from a Customer's shopping cart if the selected Product is no longer available or out of stock.

A contract becomes effective when the Company receives credit card authorization from the issuing bank, or when the Company receives a deposit into its nominated bank account resulting from an electronic funds transfer within 5 days from the completion of the checkout process, or when the Customer pays the Company in cash, and the Company sends the Customer an email confirming that the order has been accepted and the Product dispatched.

The Customer's order or acceptance of a quoted price via email or the Website is binding. If the Customer cancels the order, the Company may charge a reasonable cancellation fee, not exceeding 30% of the Product's price, taking into account the expenses and commitments made by the Company.





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ACCEPTANCE OF CONTRACT

If a Customer places a custom order for a Product, which the Company is required or expected to create or modify specifically to meet the Customer's needs, the Customer is not allowed to cancel the order. The Customer also acknowledges that the Company's sales and customer service personnel have no authority to change these standard terms and conditions of sale, and the Company assumes no liability for any statements or representations made by them, except for those that are in writing and signed by a director of the Company.

The Company may cancel any orders, in part or in full, without giving any reason, and will only be liable to refund the Customer for any monies paid for the cancelled Product. Although the Company takes all reasonable measures to ensure that the information and Product listing on their Website and in email correspondence are correct and accurate, the Company will not be held responsible for any inaccuracies and will attempt to inform the Customer of any delays or out-of-stock Products. The weights, measures, and other descriptions of any Product displayed on the Website and in-store are approximate and provided for convenience purposes only. Although the Company will make every reasonable effort to ensure the accuracy of Product descriptions, including colours, the Company will not be responsible for any errors in Product description and images, including inaccuracies caused by the Customer's computer system.





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PRODUCT AVAILABILITY

Instock labelled items on the website mean that items are available for order. As all products are made to order, THE URBANATIVE holds no stock of any pieces unless specified.

The Company endeavours to take all reasonable steps to remove a Product from the Website or indicate on the Website accordingly that the specific Product is no longer available for purchase either due to discontinuation/non available components or raw materials.

PAYMENT

Payment of the purchase price of the Products, including VAT and any other applicable costs, shall be made to the Company without deduction or set-off upon order of the Products by the Customer and upon order placement and order acknowledgement email as well as checkout on the Website or in-store.

The Products shall not be delivered to the Customer without full payment of the purchase price having been made by the Customer to the Company and the checkout purchase process being completed.

Ownership in the Products shall not vest in the Customer and will remain with the Company until such time as the full purchase price, including all and any additional and applicable costs, have been paid by the Customer to the Company.

Payment may be made via:

Visa or MasterCard credit cards or debit cards on the website; or

made by bank transfer into the Company's nominated bank account, the details of which will be provided upon the request of the Customer;





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PAYMENT

Should the Customer request to make payment by bank transfer then such payment must be reflected in the bank account of the Company within 5 days of the online checkout purchase process having been completed or email confirmation being sent. Should the purchase price not reflect in the Company's nominated bank account as aforementioned then the Company may sell the Product to a third party in order to defray costs and the Customer shall have no claim whatsoever against the Company in such circumstances.

This shall not release the Customer from liability and/or damages in respect thereof, as the case may be. Any Product which is to be custom made by the Company for the Customer will not be made until such time as payment has been made by the Customer and reflected in the Company's bank account.

Should the Customer fail to make any payment on due date then all amounts owing by the Customer to the Company from whatsoever cause will immediately become due and payable by the Customer and the Customer shall immediately forfeit all discounts of whatsoever nature which may have been expressly granted to it by the Company.





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PAYMENT

Credit card transactions will be acquired for the Company via YOCO (Pty) Ltd ("Yoco"). The Customer may visit Yoco's website at yoco.com to view their security certificate and security policy. The Company is in no way whatsoever responsible or liable for any loss and/or damage which the Customer may suffer by their data being accessed through the use of a third party provider. It is the responsibility of the Customer to ensure that they are familiar with any third party provider's privacy policy and associated documents.

The Company will not be held liable for any security breaches on the Customer's electronic device, including, without limitation, personal computer and tablet, for any reason whatsoever.

The Company's outlet country at the time of presenting payment options to the credit card holder is South Africa and the transaction currency is South African Rand.

DEFAULT

Should the Customer fail to make payment upon due date of any amount due and owing, or commit any other breach of the terms of a Contract, the Company shall be entitled, at its option without notice and without prejudice to any other right which it may have, including the right to claim damages arising out of the breach or the termination of the Contract, to cancel such Contract forthwith, and/or to declare all amounts owing by the Customer to be immediately due and payable and/or to suspend the carrying out of any of its then uncompleted obligations until payment is made. No relaxation which the Company may have permitted on any occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of the Company's rights to enforce those obligations on any subsequent occasion.





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DELIVERY OF THE PRODUCTS

The Company will deliver the Product to the address provided by the Customer, as communicated through the Website, email, or other written means, and the

Customer will be deemed to have accepted the Product upon delivery to such address. The Customer must make arrangements to receive the Product upon delivery.

The Customer is obligated to promptly notify the Company in writing of any changes to the delivery address. Deliveries within South Africa will be made during regular business hours from Monday to Friday, unless otherwise agreed upon in writing. The Company will strive to deliver the Product to the Customer within three business days in major South African centers and five business days in outlying areas (calculated from Monday to Thursday) from the date of dispatch.

Standard products, excluding outdoor furniture or collectible design pieces, will be dispatched within 3-4 weeks, depending on the size of the order.

If payment is made between Friday to Sunday, the estimated delivery period will be calculated from the following Monday. Delivery timelines for orders outside of South Africa will be communicated to the Customer promptly after placing the order.

Delivery fees will be disclosed to the Customer at the time of ordering the Product. The Customer will be responsible for paying all delivery fees at the time of completing the checkout process and making payment for the Product. Additional delivery fees may be charged in cases where delivery is impeded by inaccessibility and/or failure to adhere to the estimated delivery time, or where delivery is outside of the Republic of South Africa.





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DELIVERY OF THE PRODUCTS

The Customer acknowledges that delivery of the purchased Product will be deemed to have taken place upon the signature of the Customer, agent, contractor, sub-contractor, appointed person, or employee of the Customer on the Company's official trip sheet, delivery note, invoice, or waybill, or on the delivery note of an authorized independent carrier. Delivery will also be considered to have taken place if the Product is posted to the Customer, or if the Company transports the Product to the Customer using South African transport services or road carriers. In such cases, the post office, South African transport service, or road carrier will act as an agent of the Customer.

The Customer is aware that the delivery dates provided by the Company are estimates and the Company will make every reasonable effort to deliver the Product as soon as possible after the estimated delivery date.

However, the Company shall not be liable for any failure to deliver or delay in delivery due to causes beyond its control, such as fire, labor difficulties, transportation difficulties, power supply interruptions (including load shedding or blackouts), delays in usual sources of supply, major changes in economic conditions, breakdown of machinery, or any other cause beyond the Company's control, whether caused by negligence or not.

If Products ordered together have different delivery dates, the estimated delivery date for all Products specified in a single order will be the date of the Product with the latest delivery date, unless the Customer requests part delivery of certain Products, subject to additional delivery fees.





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DELIVERY OF THE PRODUCTS

The Company may, in circumstances beyond its control, be unable to deliver the Product to the Customer, in which case the Company may store the Product until delivery is possible, and the Customer will be responsible for any associated expenses, including storage costs, unless agreed upon in writing or quoted otherwise.

Upon delivery, the Customer assumes risk and liability for the Products, unless otherwise specified in a quote or written agreement.

The Customer must inspect the Products immediately upon receipt and notify the Company in writing of any errors within 7 days. Failure to do so will result in a waiver of any claims. Only undamaged, unopened, untampered, and unmarked Products, accompanied by a receipt, will be considered for repair or exchange if delivered in error.

If the Customer cannot accept delivery or requests a delay, the Company may claim any additional costs, including storage costs, resulting from the Customer's fault or request.





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DELIVERY

Transportation is included at the final checkout amount in the online store. We use the road freight service (within RSA) which takes 2-3 days to major centres. Delivery to outlying areas takes upto 5 working days. For export, please contact our team for

If you are placing a bulk order, contact us for a consolidated delivery quote, please email:
hello@theurbanative.com

Should you prefer to organise your own delivery, collection from our factory in Johannesburg, South Africa can be arranged. Please contact us to make arrangements. THEURBANATIVE cannot be held liable for any breakages incurred during your personally arranged delivery. THEURBANATIVE does not do installation.

We deliver with our inhouse teams for all Gauteng deliveries and for all other deliveries within South Africa we use Star Express. All goods are insured with our couriers during delivery. If you are outside of South Africa, please contact us at accounts@theurbanative.com and we will provide you with a quote for shipping in your area or we will direct you to our agent in your country. If you require a faster service, please also contact us at hello@theurbanative.com and we will arrange for faster delivery (additional charges will be applied.)

DUTIES & TAXES

For shipments outside South Africa to the United States, Europe, Australia, Asia & other parts of the world duties and taxes are not included in the order price. Customers will be invoiced separately by the carrier if duties and taxes are applicable.





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OWNERSHIP

The passing of risk, ownership of and title to the Products will remain vested in the Company until the purchase price, and any other amounts owing to the Company in respect of the Products have been paid in full and without set-off, on which date ownership of the Products will be deemed to be transferred to the Customer.

WEBSITE USERS OVER THE AGE OF 18 YEARS

The Company does not intend the Website to be used by or Products to be sold to persons under the age of 18 years. The Consumer acknowledges that the Products sold on the Website are intended for persons over the age of 18 years. The Company may refuse to sell Products to Customers who are under the age of 18 years.





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LEAD TIMES

Once the payment is received, the estimated lead time will be confirmed. We strive for the following lead times: **Standard products** - 4-6 weeks from date of Deposit Payment & finalisation of finishes. **Custom Products**- 6-8 weeks from Date of payment & finalisation of finishes.

Collectible Design Items have a lead time of 8-10 weeks from Date of payment & finalisation of finishes.

THEURBANATIVE will use its best endeavours to ensure that the order is completed within the estimated lead time. Very effort will be made to have your order to you as quickly as possible. Please note that turnaround times are an approximate guide and are subject to change or delay. If you need a piece before a specific date, please contact us before ordering to ensure this will be possible and to avoid any disappointment.

However, lead times are subject to variation and are dependent on various external factors, such as the availability of materials/loadshedding/strike or labour dispute. In these cases our team will reach out to you in a timely fashion to let you know of any deviations.





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RETURNS AND EXCHANGES

While we adhere to the standard terms of the Consumer Protection Act we pride ourselves in going beyond that. At THE URBANATIVE, we design and produce products with the clear aim of long-lasting quality & design aesthetic. We pride ourselves in having very few returns which is due to the focus on quality that we put into each aspect of production.

However, we do sometimes drop the ball so if you feel the product is defective or of poor quality please let us know within 7 days of receiving your order. You can do this by emailing hello@theurbanative.com detailing the following:

1. your order or po number
2. Name of piece
3. Details of what went wrong (so we can work out the best and fastest way to resolve this for you)
4. Images of your description / product

In order to return a defective product for exchange, please email us images and information about the relevant product to hello@theurbanative.com. We shall then assess the product and should we determine the product to be defective, we will arrange for the defective product to be collected from you and we will repair or replace the product at our own cost. Should the product be capable of on-site repair, we shall attend to this at your premises.

There might be some delays in the exchange of goods if we or our suppliers do not have the stock on hand. If we are required to order such stock, normal production lead times may apply.





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RETURNS AND EXCHANGES

Please inspect your order upon reception and contact us immediately if the item is defective, damaged or if you receive the wrong item, so that we can evaluate the issue and take corrective steps.

If you suspect there might be damages due to shipping or transport negligence please take pictures of the original shipped packaging, crating or wrapping before removing the goods from its packaging as proof that such damage occurred before receipt of the item and in order to ascertain the cause of the damage.

Please contact hello@theurbanative.com with your claim so that we can examine the cause of the damages and or defects and arrange for our shipping partner to collect the goods in question.

Items cannot be exchanged, repaired or refunded if the following is true:

- negligence, abuse or incorrect use of the product;
 - electrical surges;
 - Damage caused as a result of:
 - faults resulting from normal wear and tear;
- weather conditions, such as sea air corrosion;
- failing to care for the product adequately;
 - and alterations to the product

shall not be regarded as defects and will not entitle you to repair/exchange of the product.

A product will also not be considered to be defective where the product has been accurately described on the website and is generally fit for purpose, but does not suit you. There are no exchanges on custom or collectible design pieces. It is recorded that custom Products, being Products that are made specifically to the Customer's instruction, may not be returned for any reason whatsoever;





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INTELLECTUAL PROPERTY

The trade marks, copyright, and other intellectual property in the products created by THEURBANATIVE are the property of THEURBANATIVE. The Customer agrees not to adapt, alter or create any derivative work from any of the Company's material contained on the

Website or in the store, nor to use any of the Company's content for commercial use in any way whatsoever, without the Company's prior written approval. No right or license is hereby granted to any user of the Website, visitor to the store and/or Customer, whether juristic or otherwise, to any copyright, trademark, mark, branding, design or any other intellectual property of any nature of the Company whatsoever.

The material located on the Website and in store, including, without limitation, text, logos and images, may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way whatsoever except for the Customer's personal non-commercial use.

All rights, including images, design, concepts and copy are owned by TheUrbanative PTY (LTD) . This includes any 3ds/drawings/ designs/ concepts sent by email from TheUrbanative, receipt of our emails along with their contents constitutes acceptance of the intellectual property terms and do not any way act as permission for reproduction of any work unless otherwise stated.





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LIMITATION OF LIABILITY

THE URBANATIVE will not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to lost revenues, costs of replacement goods, loss of data, arising from any order placed or in connection with the delivery of the products or the products themselves, whether based on warranty, contract, delict, or any other legal basis, even if THE URBANATIVE has been advised of the possibility of such damages and to the extent permitted by law.

Furthermore, the Customer acknowledges that they have no claim against the Company for any loss or damage resulting from any defect in the Products supplied or failure to provide adequate instructions regarding any hazards that may arise from the use or incorrect use of the Products. This also includes any loss or damage resulting from the Customer's use or inability to use any Product sold on the Website, except as provided for in section 61 of the CPA, in the case where the Customer is a Consumer as defined in the CPA. Nothing in these terms and conditions is intended to limit the Company's rights to raise any defences available to it under common law or any statute. Despite what is stated in clauses

1 and 60 above, if the Company provides advice on the application of the Products at the request of the Customer, the Company's liability in case the Products are not suitable for their intended purpose will be limited to the selling price of those Products. Additionally, if the Company breaches these standard terms and conditions of sale, the Customer's remedies will be limited to damages, which shall not exceed the purchase price of the Product. The Customer agrees to indemnify and hold the Company harmless against any losses, expenses, costs, or damages of any nature resulting from the Company's wilful misconduct or gross negligence. Except for the provisions of section 43(5) and 43(6) of ETCA, where applicable, the Company, its authorized agents, or representatives shall not be liable for any damages, loss, or liability arising from the use or inability to use the Website, the services or content provided herein.





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LIMITATION OF LIABILITY

The Company does not guarantee that the content and technology available on the Website are error-free, free from viruses or interruptions. The information displayed on the Website is not professional advice or the official opinion of the Company, and the Customer is responsible for ensuring its accuracy.

The Customer must use the Website only for lawful purposes and in a manner that does not infringe on the rights of any third party or restrict their use and enjoyment of the Website. The Company is not responsible for the content of external websites linked to the Website, and the Customer should review the external website's privacy policy before sharing any personal information.

THEURBANATIVE shall not be held liable to the fullest extent permissible by law for any direct, indirect, incidental, or consequential damages, including, without limitation, lost revenues, costs of replacement goods, loss or damage to data, arising out of any order placed or in connection with the delivery of the products, or the products themselves, whether based on warranty, contract, delict, or any other legal basis or from any other cause, even if THEURBANATIVE has been advised of the possibility of such damages.





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INDEMNITY

THEURBANATIVE, its contractors, employees and agents shall not be liable for any injury (including death), claim, loss, liability, THEURBANATIVE, cost or expense of whatsoever nature suffered or incurred by any person who places an order from THEURBANATIVE, whether such injury or THEURBANATIVE arose from negligence or otherwise.

A person placing an order with THEURBANATIVE indemnifies and holds THEURBANATIVE, its contractors, employees and agents harmless from any claim, loss, liability, cost or expense which may arise from such person's order and/or use of the product delivered in terms of the order.





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FORCE MAJEURE

THEURBANATIVE shall not be liable for any loss suffered by you, or any other person, arising out of delay in, or prevention of, performance of THEURBANATIVE's obligations, due to any cause, the adverse effects of which THEURBANATIVE could not reasonably and practicably avoid in the ordinary conduct of THEURBANATIVE's business. This shall include, but not be limited to, acts of god, natural disasters, electricity outages, water interruptions and shortages, and the like.

ASSIGNMENT

The Customer may not actually or purportedly cede, assign or otherwise alienate any rights or obligations which it may have in terms hereof or in terms of any Contract with the Company, without the Company's written consent, which consent will not be unreasonably withheld.

NOTICES AND DOMICILIUM

The parties hereto select as respective addresses for service of any documents the addresses set out in any order contemplated in terms here of.

Any written notices in respect of this contract shall be sent by email and shall be deemed to have been received on the day of transmission.





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PRIVACY

We are committed to protecting and respecting the privacy of our customers and web site visitors. For that reason we have taken, and will continue to take, measures that protect the personal information of our clients.

The Company shall take all reasonable steps to protect the personal information of the Customer collected by the Company through the Website. For the purposes of this clause "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 ("PAIA"). The PAIA may be downloaded at http://www.polity.org.za/attachment.php?aa_id=3569.

The personal information will not be made available to any third party without the Customer's consent or unless required in legal process or proceedings or to protect the rights, property or safety of the Company or other parties. The Customer acknowledges that the Company will supply a third party with the Customer's name, delivery address and contact number in order to effect delivery of any Product ordered by the Customer on the Website, in store or through email correspondence.

The Customer agrees that the Company may use its confidential information to communicate with the Customer from time to time, unless otherwise specified by the Customer in writing.

Any user of the Website, where such user browses the Website at any time without submitting personal details to the Company and/or purchasing a Product from the Company, accepts that the Company may collect the user's computer's IP address in order to, among other things, measure the number of visitors to the Website. The

Company is under no obligation to protect this information and may make use of this information without limitation.





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MEDIA

DESIGN STUDIOS NEEDING 3D MODELS

If you are a professional seeking to specify some of our products, we will happily supply you with 3D'S and spec sheets of our products . Please send us a mail at hello@theurbanative.com with a list of the products you are interested in using. We will provide you with a compatible files for your project.

IMAGES FOR PUBLICATIONS/DESIGN PROPOSALS

Please drop us an email at hello@theurbanative.com with your request and we will send through the images you need.

Haven't found an answer to your question?
send us an email at hello@theurbanative.com and we will assist with any further questions.





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GOVERNING LAW & JURISDICTION

The entire provisions of these Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the parties to these Terms hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms. THEURBANATIVE reserves the right to change these terms and conditions at any time without prior notice.

These terms and conditions, the contract and any contract shall be subject to the laws of the Republic of South Africa.

In terms of Section 45 of the Magistrates Court Act of 1944, as amended, the Customer hereby consents to the jurisdiction of the Magistrates Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Customer by the Company in terms of the contract. It shall nevertheless be entirely within the discretion of the Company as to whether to proceed against the Customer in such Magistrates Court or any other court having jurisdiction. In the event of the Customer committing any breach of the contract or in the event of the Company being required to take any legal action, the Customer agrees and undertakes to pay the Company's legal costs as between attorney and own client including collection commission, tracing fees, valuation charges, transport costs and other expenses in connection therewith.

GENERAL

If you have any questions regarding these Terms, please contact hello@theurbanative.com

NOTICES AND DOMICILIUM

The parties hereto select as respective addresses for service of any documents the addresses set out in any order contemplated in terms here of.

Any written notices in respect of this contract shall be sent by email and shall be deemed to have been received on the day of transmission.

