



TERMS AND CONDITIONS

Ownership

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lunasol.co.za is a division of Noble Life Trading.

Users of noblelife.co.za and lunasol.co.za are bound by these terms & conditions

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No person, business or web site may link to any page on this site without the prior written permission of Noble Life Trading. Such permission could be obtained from the person referred to in clause 1 hereof. This clause does not apply to parties that have entered into e-trader agreements with Noble Life Trading and/or any division of Noble Life Trading.

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Framing

No person, business or web site may frame this site or any of the pages on this site in any way whatsoever.

Spiders and Crawlers

No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of Noble Life Trading. Such permission could be obtained from the person referred to in clause 1 hereof.

Disclaimer

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This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Noble Life Trading and/or any division of Noble Life Trading that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Noble Life Trading and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

All items purchased from Noble Life Trading and/or any division of Noble Life Trading are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Noble Life Trading to such agents upon delivery of any item to such carrier.

Neither Noble Life Trading nor any of its agents or representatives or any division of Noble Life Trading shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

Costs

Prices

The price of each product is displayed with the product. In the event of a sale or special offer, either the discounted price is displayed or a more generic remark is shown on noblelife.co.za and/or lunasol.co.za, referring to the 'sale' or 'special offer'.

- The cost of shipping within the borders of South Africa is determined as follows:

(a) if the value of the goods in the order is more than R2.000,00 after promotional vouchers, magazine subscriptions, bill payments and special discounts have been deducted, there is no shipping charge.

(b) if the value of the goods in the order is less than R2.000,00, the cost is R79.

- International deliveries. The cost of delivery outside the borders of South Africa will be communicated on request

- Value Added Tax:

VAT is not payable on orders if both the billing and the shipping address are international.

- Import Duties:

Import duties may be payable by recipients of goods in foreign countries. Noble Life Trading and/or any division of Noble Life Trading does not know what levies may be payable and cannot calculate or estimate such costs.

Deliveries

Inside the borders of South Africa

- All items of the noblelife.co.za and/or lunasol.co.za site have an indication of the delivery time.

- Important: if items with different delivery times are ordered together, the item with the longest delivery time will determine the delivery time of all the items in the order.

Outside the borders of South Africa

- All items of the noblelife.co.za and/or lunasol.co.za site will get an indication of the delivery time on request.

Delays and cancellations

Noble Life Trading and/or any division of Noble Life Trading makes every effort to assure that the information supplied on the site is accurate. Where delays and out of stock situations occur, every effort will be made to inform the buyer.

Payment Methods

Credit card payments

At the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order.

Payment is collected when the order is completed. Your bank statement will show a transaction from 'Setcom', our payment gateway provider.

Note that to protect its own and the interests of customers, Noble Life Trading and/or any division of Noble Life Trading scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if we are not satisfied with its legitimacy.

Bank deposit payments

If the buyer selects the 'pay via bank deposit' button, instructions will be given on how to deposit monies into the Noble Life Trading bank account and it would be subject to the following rules:

- the exact amount must be paid
- the payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer.
- no cheque deposits are allowed.
- no bank deposits are accepted from outside the borders of South Africa.
- unpaid deposit orders are cancelled after five business days.

Agreements of Sale

Placing an item in a shopping basket or adding it to a wish list without completing the purchase cycle does not:

constitute an agreement of sale between Noble Life Trading or any division of Noble Life Trading and the user and users cannot hold us liable if such items are not available when the purchase cycle is completed later; and/or

constitute an order for such an item; and

we may remove such an item from the shopping basket or wish list if no stock is available.

An agreement of sale between Noble Life Trading or any division of Noble Life Trading and a user only comes into effect if and when:

a credit card authorisation is received from the issuing bank; or

a deposit of an electronic transfer is reflected on our bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle); or

a direct deposit is reflected on our bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle).

Noble Life Trading and/or any division of Noble Life Trading reserve the right to refuse to accept and/or execute an order without giving any reasons. We also reserve the right to cancel orders in whole or in part as circumstances dictate. We shall only be liable to refund monies already paid by the user.

Noble Life Trading and/or any division of Noble Life Trading shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, we will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

Stock Availability

Stocks of all goods on offer are limited. Noble Life Trading and/or any division of Noble Life Trading shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should items still be offered after stocks are sold, we shall only be liable to refund monies where we are unable to fulfill orders at advertised prices.

Guarantee

If Noble Life Trading and/or any division of Noble Life Trading supply the wrong product or if the product is in any way damaged or faulty as a result of a manufacturing defect, we must be notified within 7 days of invoice. We will exchange it for the correct one upon receipt of the returned product. We will make a reasonable effort to exchange the product, but if replacement is not possible, we will refund the purchase price including delivery cost upon receipt of the returned product. **Please note:** goods are not guaranteed against faults resulting from normal wear and tear.

Special offers: If we supply the wrong product or if the product is in any way faulty or damaged, we will exchange it for the correct one upon receipt of the returned product. However, if the product is no longer being offered at the special price, it will not be replaced and we will refund the buyer's purchase price including delivery costs upon receipt thereof.

If the user is not satisfied with his/her choice and the product is still in mint condition, the user must return it within 10 days of receipt by the customer and we will refund the purchase price (excluding delivery costs) upon receipt of the returned product, conditional on mint condition. No item costing more than R100 will be accepted as a return under this provision.



Note that once opened, the goods will not be accepted for a refund.

Shop

The products and the claims made about specific products on or through noblelife.co.za and/or lunasol.co.za site have not been evaluated by Noble Life Trading and/or any division of Noble Life Trading and are not approved to diagnose, treat, cure or prevent disease.

The information provided on these sites are for informational purposes only and are not intended as a substitute for advice from your doctor or other healthcare professional or any information contained on or in any product label or packaging.

You should not use the information on these sites for diagnosis or treatment of any health problem or for prescription of any medication or other treatment.

You should consult with your doctor or a healthcare professional before starting any diet, exercise or supplementation program, before taking any medication, or if you have or suspect you might have a health problem.

Noble Life Trading and/or any division of Noble Life Trading are not liable for any health problems or adverse reactions that may result from using any of the products described on the site.

Governing Law

This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

Privacy

Noble Life Trading and/or any division of Noble Life Trading shall take all reasonable steps to protect the personal information of Users. For the purpose 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 from: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

We may electronically collect, store and use the following personal information of Users:

name and surname;

birth date;

gender;

country of residence;

closest city;

non-personal browsing habits and click patterns;

e-mail address;

IP address; and

ID number / passport number.



We collect, store and use the abovementioned information for the following purposes:

to greet the User when he/she accesses the noblelife.co.za or lunasol.co.za web site;

subject to the User's consent, inform the User of facts relating to his/her access and use of the noblelife.co.za or lunasol.co.za website;

subject to the User's consent, inform the User about competitions and special offers from Noble Life Trading and/or any division of Noble Life Trading and/or its partners / affiliates;

to compile non-personal statistical information about browsing habits, click-patterns and access to the noblelife.co.za or lunasol.co.za website.

to verify the identity of the User when transacting with us

to ensure that the goods are received by the addressee

Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

The User may elect not to receive any communications from us and/or our partners / affiliates.

We may collect, maintain, save, compile and share any information collected from users, subject to the following provisions:

We shall not disclose personal information from Users unless the User consents thereto;

We shall disclose information without the User's consent only through due legal process; and

We may compile, use and share any information that does not relate to any specific individual.

We own and retain all rights to non-personal statistical information collected and compiled by us.

Security

Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Noble Life Trading and/or any division of Noble Life Trading suffers any damage or loss.

The user agrees and warrants that its log-in name and password – if required - shall:

be used for personal use only; and

not be disclosed to any third party.

The user allows us to take all reasonable steps to ensure the integrity and security of the noblelife.co.za and/or lunasol.co.za website and back-office applications.

All credit card transactions are Secure Socket Layer-encrypted via the Setcom (Pty) Ltd website.

Changes To Agreement

Noble Life Trading may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Disputes

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Noble Life Trading, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English. The arbitration rules may be downloaded from: http://www.arbitration.co.za/Pages/docs/expedited_rules.pdf.

Domicilium

Noble Life Trading chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 2 Berg en Dal Road, Somerset West, 7130, Western Cape, South Africa.

Term and Termination

This agreement shall commence when the user either visits or registers (whatever comes first) on the our website and continues indefinitely until terminated by us for any other reason.

Information

The ECT Act states that when we offer goods or services by way of certain electronic transactions, we must make the following information about us available to customers on websites where the goods or services are offered:

Full name: Noble Life Trading CC

Main business: Online retailer

Address for receipt of legal service: 2 Berg en Dal Rd, Somerset West, 7130

Office bearers: Rainer Engstfeld

Webmaster: Savvy Cell

Website: <http://www.noblelife.co.za> and <http://www.lunasol.co.za>

Official email address: info@noblelife.co.za